

AGREEMENT

between the

NEWARK BOARD OF EDUCATION

and the

**ESSEX COUNTY AND VICINITY
BUILDING AND CONSTRUCTION TRADES COUNCIL**

July 1, 2016 – June 30, 2021

THE NEWARK BOARD OF EDUCATION

Roger León
Superintendent

NEGOTIATING TEAMS

NEWARK BOARD OF EDUCATION

JoAnne Y. Watson Esq.
Executive Director – Labor/Employee Relations

Valerie Wilson
School Business Administrator

Paul Egu
Executive Director of Facilities Mgmt.

Raymond A. Cassetta
Labor Consultant

BUILDING TRADES COUNCIL

Lino Santiago
IUOE Local 825

Raymond G. Heineman, Esq.
Attorney

Peter Gowing
KML Carpenters

Todd Huer
IBEW – Local 164

Tom Hoffman Jr.
IUPAT 711

Roshan White
Plumbers Local 24

TABLE OF CONTENTS

	Preamble	3
I	Recognition	4
II	Union Membership	4
	1. Continuance of Membership.....	4
	2. Dues Deduction.....	4
	3. Posting of Vacancies.....	5
	4. Agency Shop.....	5
III	Hiring	5
	1. Vacancies	5
	2. Work Week	5
	3. Work Day—Day and Evening Shift	6
	4. Shift Notification	7
	5. Change In Schedule	7
IV	Grievance Procedure	8
	1. Procedures.....	8
	2. General Provisions	9
V	Management Rights	10
VI	No Strike Or Lock-Out Policy	10
VII	Non-Discrimination Clause	10
VIII	Temporary Employees	10
IX	Overtime	11
X	General Terms and Conditions	12
	1. Maintenance of Standards.....	12
	2. Leaves and Excused Absences.....	12
	3. Bereavement Leave.....	12
	4. Jury Duty.....	13
	5. Court Subpoena.....	13
	6. Sick Leave Buy Back.....	13
	7. Longevity Payments.....	13
	8. Fringe Benefits.....	14
	9. Holiday Pay.....	14
	10. Vacation	15
	11. Reporting Absences	15
	12. Sign In/Sign Out	16
	13. Transportation.....	16
XI	Disciplinary Action.....	16
XII	Salaries.....	19
XIII	Duration	21

PREAMBLE

WHEREAS, the Newark Board of Education, in the County of Essex, Newark, New Jersey, seeks to promote and maintain mutually harmonious relations between the Newark Board of Education and those of its employees who are represented by the Essex County and Vicinity Building Trades Council and who may be affected by the terms of this Agreement; and

WHEREAS, the Legislature of the State of New Jersey has enacted into law Chapter 303 of the Laws of New Jersey of 1968 amended known as the “New Jersey Employer-Employee Relations Act” (N.J.S.A. 34:13a-1 et seq.): and

WHEREAS, the Newark Board of Education is subject to the provisions of Title 18A N.J.S.A. and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, the parties hereto have agreed to enter into an agreement which shall not be inconsistent with the aforesaid Chapter 303 or the rules and regulations of the New Jersey Civil Service Commission, of Chapter 18A and the rules and regulations of New Jersey State Board of Education; and

WHEREAS, the Essex County and Vicinity Building Trades Council represents a majority of the employees herein certified as an appropriate unit for the purpose of collective negotiations.

NOW, THEREFORE, THIS AGREEMENT is made and entered into effect as of July 1, 2016.

THE NEWARK BOARD OF EDUCATION IN THE COUNTY OF ESSEX

and

THE ESSEX COUNTY AND VICINITY BUILDING TRADES COUNCIL

(hereinafter referred to as the “Council
on behalf of its constituent Local Unions)

ARTICLE I

RECOGNITION

The Newark Board of Education hereby recognizes the Council as the sole and exclusive representative for collective bargaining negotiations concerning the terms and conditions of employment of the trade personnel employed by the Newark Board of Education consisting of carpenters, electricians, bricklayers, glaziers, heating ventilation air conditioning, masons, painters, plumbers, laborers, roofers, sheet metal workers and steam fitters, together with foreman and apprentices of each craft.

ARTICLE II

UNION MEMBERSHIP

Section 1—Continuance of Membership

All present employees who are members of a constituent Local of the Council on the date of execution of this Agreement may remain members of said Local Union. All new permanent employees who are hired during the term of this Agreement may become and remain members of a constituent Local Union of the Council. The Newark Board of Education or any of its staff shall in no way or form interfere with or discourage either the solicitation of membership by the Council, or the maintenance of membership in a constituent Local of the Council of its employees in this unit.

Section 2—Dues Deduction

The Newark Board of Education shall deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each member in the unit upon the written authorization of that employee. The total monthly amount so deducted shall be forwarded regularly to the Officer of the designated Local Union, duly authorized to receive such payment.

The Council shall provide the Newark Board of Education with the name and address of each Local Union identifying which trade it covers, for purposes of transmitting dues, effective July 1st of each year.

The Newark Board of Education shall provide the Union with copies of all job vacancy announcements for positions in their bargaining unit.

The Newark Board of Education shall provide the Council with copies of the Department of Personnel (formerly Civil Service) job opportunities bulletin each month.

The Newark Board of Education shall provide the Council with a copy of the monthly District agenda.

Section 3 – Posting of Vacancies

The Newark Board of Education shall provide the Council and each Union with a copy of all job vacancy announcements for positions within their trade and all job vacancy announcements will be posted on the Newark Board of Education website. Newark Board of Education will provide the Council with a copy of all Open Competitive Announcements posted on New Jersey Civil Service Commission Website for positions within their trade.

The Newark Board of Education shall post the monthly Board of Education meeting agenda and minutes on the Newark Board of Education website.

Section 4 – Agency Shop

Non-members of the Union may pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

Should Federal or State law hereinafter provide for a change in the permissible scope of representation/agency fee clauses, the Newark Board of Education and the Union agree to implement a union representation/agency fee clause to the maximum extent allowed by Federal and State Law.

ARTICLE III

HIRING

Section 1—Vacancies

Should vacancies occur or new openings be created, the Newark Board of Education shall advise the Council and each Union of such vacancies or job openings and receive applications from the applicants referred by the Council and shall advertise such vacancies on its website.

Section 2—Work Week

- A. Except for such days as are designated as holidays within the calendar adopted by the Newark Board of Education and applicable to members of the bargaining unit and except for such additional holidays as may be granted from time to time to said bargaining unit members, their regular work week will consist of five (5) working days beginning on Monday and ending on Friday.
- B. Effective January 1, 2007, members of the bargaining unit may be assigned to a Tuesday through Saturday work week. Assignment to this shift will be by volunteers first and by assignment in reverse seniority order within the trade with the least senior employee being assigned first if there are insufficient volunteers.

1. Employees on the Tuesday through Saturday shift shall receive the same number of paid holidays per year as are received by Monday through Friday employees.
2. If a holiday falls on an employee's scheduled day off, the employee shall be scheduled to receive the holiday on either the last scheduled work day preceding the holiday or the first scheduled work day following the holiday.
3. Employees assigned to the Tuesday through Saturday work week shall receive a five thousand dollar (\$5000) per year differential. The five thousand dollar (\$5000) differential shall be added to the employee's pensionable wage and paid on a per day period basis whenever the employee is assigned to a Tuesday through Saturday schedule.

Section 3—Work Day—Day and Evening Shift

- A. The first shift for tradesmen may begin as early as 7:00 a.m. but no later than 9:00 a.m. The shift shall consist of seven and one-half (7-1/2) consecutive hours including a one-half (1/2) hour unpaid lunch period.
- B. The second shift for tradesmen shall receive a 10% pay differential and may begin as early as 1:30 p.m. but not later than 4:00 p.m. The shift shall consist of seven and one-half (7-1/2) consecutive hours including a one-half (1/2) hour lunch period. When the Director of Facilities Support determines that the second shift should begin work earlier than 3:00 p.m., and when the earlier starting time creates economic hardship for a tradesman, the Director of Facilities Support shall have the sole discretion to permit the tradesman to start work at 3:00 p.m.
- C. The third shift for tradesmen shall receive a 15% pay differential and may begin at 10:00 p.m. and end at 5:30 a.m. The shift shall consist of seven and one-half (7-1/2) consecutive hours including a one-half (1/2) hour unpaid lunch period.

Notification of at least five (5) work days is required before a shift starting time may be changed.

- D. Effective July 1, 2016, there shall be one (1) foreman whenever there are more than four (4) tradesman of the same trade working on a shift, including weekends, holidays and overtime. In cases where there are four (4) or less, no foreman is required to be on duty. This change shall not affect the base pay of those holding the permanent civil service title of foreman.
- E. Employees shall be required to swipe in/out at the start/end of the work day and at the beginning and end of each lunch period.

Section 4—Shift Notification

Employees shall be given their shift on June 15th of each year to become effective July 1st of each year.

Section 5—Change In Schedule

- A. An employee's work shift may be changed with two (2) weeks prior notice to the employee and the union. When an involuntary shift change is necessary the least senior employee in the trade shall be given the change in work shift. Shift changes shall be for a minimum of twenty (20) workdays.
- B. Any employee may request a change to the day shift upon written notification, at least sixty (60) days in advance to the director of Facilities Support. Any changes in shift shall be approved or disapproved, based on need and availability as determined by the Executive Director of Facilities.

ARTICLE IV

GRIEVANCE PROCEDURE

Definition

A Grievance is defined as any dispute or controversy between the Council and the Newark Board of Education or its representative concerning the interpretation, application or enforcement of the provisions of this contract or rules, regulations or orders of the Newark Board of Education or any State agency which may apply to members of this unit.

Section 1—Procedures

Step 1

In the event that any grievance should arise between an employee and his immediate superior or supervisors, the employee, together with a union representative, shall present the grievance informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

Step 2

If no satisfactory resolution of the informal presentation of the grievance is reached within fifteen (15) working days, the employees, together with the union representative, may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned superior who shall respond in writing to the employee and shall forward a copy of their response to the Union and to the Labor Relations Office.

Step 3

If no satisfactory resolution of a Step 2 grievance is reached within fifteen (15) working days, the grievant or the Union may appeal the decision at Step 2 to the Superintendent, or his designee, who shall, within fifteen (15) working days conduct a conference with the employee and a union representative to review the grievance. The Superintendent or his designee shall submit a written decision on the grievance to the employee and the Union.

Step 4

In the event a grievance is not settled as a result of the above procedures, the Council may have the grievance submitted to Binding Arbitration by giving notice within ten (10) working days after the Step 3 decision has been given to the employee and the Union. A written request for arbitration shall be sent to the Newark Board of Education Grievance committee requesting such arbitration to be conducted as described below:

- A. The Arbitration Award shall be final and binding. All parties shall abide by the same, and it shall be enforceable under the laws of the State of New Jersey.
- B. All arbitrations shall be conducted by one (1) neutral arbitrator who shall be chosen by mutual agreement between the Newark Board of Education and the Union, except that the individual so chosen shall be a member of the American Arbitration Association. The neutral arbitrator shall be named thirty (30) days after the signing of the agreement.

If the parties cannot reach an agreement the arbitrator shall be selected pursuant to the rules of the New Jersey Board of Mediation.

The cost and expenses of the arbitrator shall be equally shared by the Newark Board of Education and the Council. Services of the arbitrator may be discontinued by either the Newark Board of Education or the Union except that such termination shall not affect any grievance upon which a hearing has commenced.

- C. The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievances as contained in this article. In the performance of duties the arbitrator shall be bound by and comply with the provisions of this Agreement.

He shall have no power to add to, delete from, or modify in any way of the provisions of this Agreement. His decision shall be binding and in writing and shall set forth the opinions and conclusions on the issues submitted. His decision shall not usurp the functions or powers of the Newark Board of Education as provided by law.

Section 2—General Provisions

- A. Nothing contained herein shall prevent any member in this unit from presenting his/her own grievance and representing himself/herself, providing notification of all meetings, steps and written responses are given to the Building Trades Council and the Council is given the opportunity to be present at any or all steps of the grievance procedure.

- B. The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement of the parties.
- C. If the Newark Board of Education fails to meet and/or answer any grievance within the time limits as provided in this article, such grievance may be processed to the next step.
- D. Any and all provisions of the agreement pertaining to grievances and arbitration shall be subject to New Jersey Department of Personnel Rules and Regulations, and the Grievance Procedures established herein shall not apply to any matter which is recognizable under New Jersey Department of Personnel Statutes or New Jersey Department of Personnel Rules and Regulations.
- E. If the Council fails to properly initiate or process any grievance to the next step within the time limits, the grievance shall be considered moot.
- F. A grievance must be filed at Step 1 within ninety (90) calendar days from the date on which the act which is the subject of the grievance occurred, or ninety (90) days from the date the employee should reasonably have known of its occurrence.

ARTICLE V

MANAGEMENT RIGHTS

The Newark Board of Education retains the exclusive authority and right to manage its operations and to direct the members of this unit, except as such authority is affected or modified by the terms of this Agreement. This right shall include, but not be limited to the right to direct, hire, promote, assign, suspend, demote, discharge or take other disciplinary action with just cause with references to its employees as provided by law and the rules and regulations of the Newark Board of Education and the New Jersey Department of Personnel.

ARTICLE VI

NO STRIKE OR LOCK-OUT POLICY

The Union members of this unit agree that during the period of this Agreement, there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement. The Newark Board of Education agrees not to institute a lock-out of the employees in this unit during the period of this Agreement.

ARTICLE VII

NON-DISCRIMINATION CLAUSE

The parties shall not discriminate against any employee or applicant for employment, membership in the Council or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, age, marital status or physical impairment. No employee shall be discriminated against or in any way affected by Union membership, bylaws, rules and regulations, constitutional provisions or any other aspects or obligations of Union membership, policies or requirements.

Whenever the term “He”, “His”, or “Men” is used in this Agreement, it is intended to apply to either gender and is used for convenience only.

ARTICLE VIII

TEMPORARY EMPLOYEES

In the event temporary employees are needed in any position covered by this Agreement, The Newark Board of Education shall request applicants from the respective Local Union Hiring Halls and they shall be paid the prevailing rate plus fringe benefits payments. If they should thereafter become permanent employees, they shall be covered by this Agreement.

The Council agrees that there will be no discrimination of any kind in its acceptance or rejecting of Council referrals.

ARTICLE IX

OVERTIME

Overtime, paid at time and a half, shall be defined as extra work performed by a member of the unit over and above forty (40) hours from Saturday through Friday. Work performed on a designated holiday shall be paid at time and one half.

All employees who are assigned and approved to work in excess of forty (40) hours per week shall be paid at the rate of time and one half for hours worked beyond forty (40) hours based on their current rate of pay. Personal days, holidays, and vacations days shall count as time worked for purposes of calculating overtime. Sick days shall not count as time worked.

- A. For the purpose of calculating such overtime, time reports shall show the amount of time worked to the nearest quarter of an hour.
- B. At no time shall the Newark Board of Education be obligated to render overtime payment on any day that is not a scheduled pay date.

- C. If a member of the bargaining unit is required to work as a result of a break-in or other emergencies, the employee shall be paid for a minimum of three (3) hours at the hourly rate multiplied by one and one-half (1-1/2). The determination of whether or not to require the employee to report in an emergency situation shall be made by the Director of Facilities or his/her designee. If another break-in or other emergency occurs during the three (3) hours for which the employee is being paid the employee will not be eligible for another three (3) hours of pay. In the event an emergency call-in or multiple call-ins extend the employee's time on the job beyond three (3) hours the employee will be paid for all additional time at his/her overtime rate. The three (3) hour time period shall begin when the employee receives the emergency call-in notification.
- D. A report on scheduled overtime will be given to the shop steward at the end of each month.

ARTICLE X

GENERAL TERMS AND CONDITIONS

Section 1—Maintenance of Standards

All vacation, holiday, fringe benefits and other conditions of employment currently provided by the Newark Board of Education to the unit employees shall continue during the term of this Agreement, except as modified herein.

Section 2—Leaves and Excused Absences

- A. All employees shall be granted sick leave for illness for fifteen (15) days each year, effective July 1.
- B. Employees in the bargaining unit with service in excess of one (1) year shall be four (4) personal days each year, effective July 1. Request for personal days must be submitted at least two (2) days prior to the requested day.
- C. For purposes of "A" and "B" above, employees in the unit with less than one (1) year of service shall earn sick and personal days on a pro-rated basis according to established procedure.

Section 3—Bereavement Leave

No deduction of salary shall be made for absences due to death in the immediate family or household. Absence not to exceed five (5) consecutive working days immediately following the death or around the funeral date, provided the employee submits proof of funeral date and travel itinerary, where applicable to the District.

Immediate family is defined as:

Spouse, children, foster father, father-in-law, guardian, mother/father, sister/brother, foster mother/mother-in-law, grandmother/father

Employees absent as a result of the death of a family member shall submit verification of relationship.

In the case of death of any other relative residing in the employee's household, the Newark Board of Education will require proof of residency.

The Newark Board of Education will require verification of relationship within five (5) days immediately following the employee's return to work.

Section 4—Jury Duty

Time required as a juror shall be considered a full working day. Absences due to jury duty shall be considered leave with pay. Anyone assigned to the afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her next regular scheduled shift for all time spent as juror.

Section 5—Court Subpoena

Absence on account of court subpoena shall be considered leave with pay. Anyone assigned to an afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift.

The Newark Board of Education shall not grant leave with pay for any subpoena/summons regarding matters of a personal nature.

Leave with pay will be granted for workers compensations appearances upon presentation of proper written documentation to the Labor and Employee Relations Department.

Section 6—Sick Leave Buy Back

Employees who retire shall be eligible to convert accumulated sick leave to cash on the following basis:

- A. For the first one hundred (100) days accumulated, one (1) day for each five (5) days accumulated, said one (1) day compensable at 1/260th of the rate of pay for said employee.
- B. For all accumulated sick days in excess of one hundred (100) days, one (1) day for each five (5) accumulated days, said days to be compensable at the rate of seventy dollars (\$70.00) each.

Section 7—Longevity Payments

Longevity payments shall be made starting in the 15th, 20th, 25th, and 30th year of employment.

Longevity for employees covered by this Agreement shall be:

15	\$475
20	\$ 950
25	\$1900
30	\$2850

These amounts represent the full payment and are not cumulative.

Effective July 1, 2019, newly hired employees will not be eligible for longevity payments.

Section 8—Fringe Benefits

Effective as soon as possible following ratification by both parties the medical insurance shall be charged to Aetna PPO 2020 and the prescription insurance co-payments shall be \$0 generic drug and \$20 name brand. In the event of a change in the District's Fringe Benefits carrier, either party may re-open this Agreement, limited to Fringe Benefits, by written notice to the other party 60 days in advance of July 1 of each year of the Agreement or sooner upon mutual agreement of the parties.

New employees will not be eligible for any benefits under this section until they have completed thirty (30) working days and have submitted all the necessary application forms for such benefits. The Newark Board of Education shall not be responsible for coverage for any employee who has not submitted proper application and verification forms for such benefits.

Section 9—Holiday Pay

- A. Employees shall be entitled to seventeen (17) paid holidays per year. Twelve (12) of these holidays will be fixed in the school calendar and five (5) will be floating holidays. The five (5) floating holidays may only be taken between September 1 and June 30 on days when the schools are open.
- B. Floating holidays will be administered monthly. One week before the first working day of each month, a request in writing to take any or all of the five (5) floating holidays must be submitted to the employee's supervisor. Granting of floating holidays will be done by seniority and the workload of the Newark Public Schools.
- C. When no requests are submitted one week before the first working day of the month, floating holidays will be granted on a first-come first-serve basis for that month. Requests for floating holidays must be made one week in advance to the employee's supervisor.
- D. When any of the five (5) floating holidays are not used, they will be brought back at the end of the year at the employee's daily rate for each day not used. These floating holidays will not be accumulated.

The twelve (12) holidays that will be included in the school calendar are:

Independence Day	Christmas Eve—if schools are closed
Labor Day	Christmas
Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day

Section 10—Vacation

The vacation schedule shall be based upon the employee's length of service.

A. After attaining over:

One (1) year service	12 Vacation Days
Seven (7) years of service	14 Vacation Days
Ten (10) years of service	15 Vacation Days
Twelve (12) years of service	16 Vacation Days
Seventeen (17) years of service	20 Vacation Days

All employees covered by this Agreement with ten (10) years of service shall be credited in advance with his/her vacation entitlement each July 1st. All other employees shall have his/her days credited based upon the aforementioned schedule. When an employee who has been credited with his/her vacation days in advance ceases to be employed by the Newark Board of Education prior to the end of the vacation year for which he/she received vacation day credit, the employee's last paycheck will be adjusted to reflect any vacation days that were taken but not earned prior to the date that employment with the Newark Board of Education ended.

- B.
1. Effective July 1, 2016, vacation requests must be submitted at least fourteen (14) calendar days in advance. Within ten (10) calendar days of the submission of the request, the employee will be notified if their request has been approved or denied. Whenever vacation schedules conflict, seniority will prevail. No employee will be required to reschedule his/her vacation period once it has been officially authorized except for a case of clear and obvious emergency as determined by the Superintendent or designee.
 2. Except for such cases as are approved by the Director of Facilities Support, no single vacation period shall be longer than ten (10) working days.
 3. Earned vacations may be accumulated up to, but not to exceed, the number of days earned for two (2) consecutive years. If, for reasons beneficial to the operation of the Newark school system and approved by the Director of Facilities Support, an employee consents to work for any or all of the employee's earned vacation period, such employee shall be remunerated at the regular rate of pay. It shall be understood that such earned vacation not used by the end of the second year will be forfeited.

Section 11—Reporting Absences

All bargaining unit members shall be required to report their absences to the Aesop Service not later than one (1) hour prior to the start of the employee's work shift. A bargaining unit member who does not call in to report his/her absence shall be marked A.W.O.L. and be deducted accordingly.

If a bargaining unit member calls to report a late arrival, salary for that period shall be deducted in accordance with time missed based upon the current rate of pay.

Should the bargaining unit member fail to report to their assignment one-half (1/2) hour after the official starting time that employee shall be recorded absent without leave (AWOL) for the day and docked accordingly.

Section 12—Sign In/Sign Out

All bargaining unit members shall be required to sign in upon arrival at school work sites and to sign out upon leaving the work site.

Section 13 – Transportation Allowance

All employees must have a valid driver's license and their own car or truck with adequate insurance. The employee shall present a New Jersey Insurance Identification card indicating that insurance coverage is in full force and effect with companies approved by the State Department of Banking and Insurance, or such other documentation as required by State or Federal Law. All employees will be reimbursed at the rate of ninety dollars (\$90) per month for the use of their personal car or truck provided the employee has worked more than one-half (1/2) of the scheduled work days in the month. Employees who do not travel shall not be entitled to the transportation reimbursement. Effective July 1, 2019, the transportation reimbursement shall increase to one hundred (\$100) per month.

ARTICLE XI

DISCIPLINARY ACTION

The Newark Board of Education reserves the right to impose disciplinary action for conduct including but not limited to the following infractions:

1. Neglect of duty.
2. Incompetence and/or inefficiency.
3. Incapacity due to mental or physical inability.
4. Insubordination or serious breach of discipline.
5. Absent without leave (AWOL) extended.
6. Absent without leave (AWOL) occasional.
7. Chronic or excessive absenteeism and/or tardiness.
8. Disorderly or immoral conduct.
9. Willful violation or any of the provisions of the Civil Service statutes, rules or regulations or other statutes relating to the employment of public employees.
10. The conviction of any criminal act or offense.
11. Negligence of or willful damage to public property or waste of public supplies.
12. Conduct unbecoming an employee in Public Service.
13. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service or engaging in any form of political activity during working hours.
14. Theft and/or attempt of theft of Newark Board of Education time.
15. Theft of Newark Board of Education property.
16. Failure to sign/punch in or out.
17. Intoxication while on duty.
18. Tampering and/or altering official documents, e.g., time book/cards, etc.

19. Use and/or possession of controlled dangerous substances while on duty.
20. An arrest and/or indictment of a criminal act/offense.

Nothing in this article shall prevent the Newark Board of Education from imposing other disciplinary sanctions, as authorized and not prohibited by law.

The Newark Board of Education reserves the right to increase the listed penalty for specific acts or omissions if the employee has received more than two (2) disciplinary notices under this article. The Newark Board of Education reserves the right to impose any form of discipline sanction as authorized and not prohibited by law based upon its' assessment of the employee's total employment record.

Penalties—Neglect of Duty

1. Probation or one (1) to five (5) days suspension.
2. Five (5) to ten (10) days suspension.
3. Twenty (20) to thirty (30) days suspension.
4. Dismissal.

Incompetence and/or Inefficiency

1. Probation or one (1) to five (5) days suspension.
2. Five (5) to ten (10) days suspension.
3. Twenty (20) to thirty (30) days suspension.
4. Dismissal

Incapacity Due to Mental or Physical Inability

1. Suspension pending mental or physical evaluation.

Insubordination or Serious Breach of Discipline

1. Probation or one (1) to five (5) days suspension.
2. Five (5) to ten (10) days suspension.
3. Twenty (20) to thirty (30) days suspension.
4. Dismissal.

Absent Without Leave (AWOL) Extended

1. Extended leave is defined as per Title 4 New Jersey Administrative Code 4A:3-6.2(b) Resignation Resulting From Unauthorized Absence.

Absent Without Leave (AWOL) Occasional

1. Letter of Warning.
2. Probation and/or one (1) to five (5) days suspension.
3. Five (5) to fifteen (15) days suspension.
4. Thirty (30) to sixty (60) days suspension.

Chronic or Excessive Absenteeism and/or Tardiness

1. Letter of Warning.
2. Probation and/or five (5) to ten (10) days suspension.
3. Twenty (20) to thirty (30) days suspension.
4. Forty-five (45) to sixty (60) days suspension.
5. Dismissal.

Disorderly or Immoral Conduct

1. Five (5) to ten (10) days suspension.
2. Fifteen (15) to twenty (20) days suspension.
3. Thirty (30) to forty-five (45) days suspension.
4. Forty-five (45) to sixty (60) days suspension.
5. Dismissal.

Willful Violation of any of the Provisions of The Civil Service Statutes, Rules/Regulations of Other Statutes Relating to the Employment of Public Employees.

1. Letter of Warning.
2. One (1) to five (5) days suspension.
3. Ten (10) to twenty (20) days suspension.
4. Twenty (20) to thirty (30) days suspension.
5. Dismissal.

An arrest and/or Indictment of a Criminal Offense

1. Suspension without pay pending outcome of charges.

The Conviction or any Criminal Act or Offense

1. Dismissal.

Negligence of or Willful Damage to Public Property or Waste of Public Supplies

1. Letter of Warning.
2. Probation and/or one (1) to five (5) days suspension.
3. Five (5) to ten (10) days suspension.
4. Twenty (20) to forty-five (45) days suspension.

Conduct Unbecoming an Employee in the Public Service

1. Probation and/or five (5) to ten (10) days suspension.
2. Twenty (20) to thirty (30) days suspension.
3. Thirty (30) to forty-five (45) days suspension.
4. Dismissal.

ARTICLE XII

SALARIES

A. Wages

Applicable only to employees who are either on the NPS payroll or on an approved leave of absence on the date of settlement.

2016-17 School Year: A stipend of \$1,400 for all employees who were paid for the full twelve months. Paid vacation and personal days shall be considered days worked for the purpose of calculating the stipend. The stipend shall be pro-rated for months in which the employee was paid for less than fifteen (15) work days. This stipend shall be a lump sum payment and shall not be pensionable or added to base pay.

2017-18 School Year: Effective July 1, 2017 hourly base pay rates shall be increased by One dollar (\$1.00) (on base and pensionable). These hourly base pay rate increases shall be paid retroactively for all paid hours for employees on the payroll of the date of this Memorandum.

2018-19 School Year: Effective July 1, 2018 hourly base pay rates shall be increased by an additional One dollar (\$1.00) (on base and pensionable). These hourly base pay rate increases shall be paid retroactively for all paid hours for employees on the payroll of the date of this Memorandum.

2019-20 School Year: Effective July 1, 2019, hourly base pay rates shall be increased by an additional Eighty-cents (\$0.80) per hour (on base and pensionable).

2020-21 School Year: Effective July 1, 2020, hourly base pay rates shall be increased by an additional Eighty-cents (\$0.80) per hour (on base and pensionable).

Job Code	Title	2017-18	2018-19	2019-20	2020-21
502	Carpenter	78,426	80,246	81,702	83,158
*517	Carpenter Night	86,269	88,270	89,872	91,474
503	Electrician	79,726	81,546	83,002	84,458
*519	Electrician Night	87,699	89,701	91,302	92,904
505	Glazier	76,346	78,166	79,622	81,078
540	HVAC Mechanic	76,167	77,987	79,443	80,899
501	Mason Helper	73,120	74,940	77,396	77,852
506	Mason Plaster	76,577	78,397	79,853	81,309
*525	Painter Night	83,193	85,195	86,797	88,398

509	Plumber	77,987	79,807	81,263	82,719
*526	Plumber Night	85,786	87,788	89,389	90,991
510	Roofers	79,878	81,698	83,154	84,610
511	Sheetmetal Worker	78,798	80,618	82,074	83,530
512	Steamfitters	78,682	80,502	81,958	83,414
119	Sheetmetal Foreman	87,098	88,918	90,374	91,830
407	Supervising Carpenter	86,616	88,436	89,892	91,348
*537	Supervising Carpenter Night	95,278	97,280	98,881	100,483
120	Supervising Electrician	87,916	89,736	91,192	92,648
*535	Supervising Electrician Night	96,708	98,710	100,311	101,913
116	Supervising Glazier	84,536	86,356	87,812	89,268
*532	Supervising Glazier Night	92,808	94,628	96,084	98,195
189	Supervising Mason	84,767	86,587	88,043	89,499
*121	Supervising Plumber	86,177	87,997	89,453	90,909
*536	Supervising Plumber Night	94,795	96,797	98,398	100,000
*538	Supervising Painter Night	92,202	94,204	95,806	97,407
118	Supervising Steamfitter	86,872	88,692	90,148	91,604

B. Foreman Differential

Foremen shall be paid \$4.50 per hour above the journeyman rate plus the appropriate shift differential.

*Revised 7/1/2020

ARTICLE XIII

DURATION

This Agreement shall be effective as of July 1, 2016, and continue in effect until June 30, 2021, and from year to year thereafter unless notice is given by either party in writing, to the other, at least ninety (90) days prior to its expiration of its intention to terminate this Agreement or modify any of the provisions.

FOR THE NEWARK PUBLIC SCHOOLS

FOR THE BUILDING TRADES COUNCIL

JoAnne Y. Watson
JoAnne Y. Watson, Esq.
Executive Director, Labor and Employee
Relations

Lino Santiago
Lino Santiago
IUOE 825, President

Valerie Wilson
Valerie Wilson
School Business Administrator

Raymond G. Heineman
Raymond G. Heineman
Attorney

Raymond A. Cassetta
Raymond A. Cassetta
Labor Relations Consultant

Peter Gowing
Peter Gowing
KML Carpenters

Paulinus Egu
Paulinus Egu
Executive Director, Facilities

Todd Huer
Todd Huer
IBEW Local 164

Tom Hoffman Jr.
Tom Hoffman Jr.
IUPAT 711

Roshan White
Roshan White
Plumbers Local 24