

COLLECTIVE  
BARGAINING AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE CITY OF NEWARK

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 68, 68A, 68B

April 1 2011 through March 31 2014

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## I. COMPUTATION OF FAIR SHARE FEE

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues, and assessments. The computation of such fair share fee shall be in accordance with applicable law.

## 2. CHALLENGING ASSESSMENT PROCEDURE

a. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

b. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Authority pending final resolution of the challenge.

## 3. DEDUCTION OF FEE

No fee shall be deducted for any employee sooner than:

- a. The thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10<sup>th</sup>) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

## 4. PAYMENT OF FEE

The Authority shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement. Employees on a paid leave will have their dues deducted from wages and/or salaries and employees on unpaid leave shall make their payment of dues directly to the Union office.

5. DUES CHECK OFF

Payroll deduction for dues to the Union from members who are employees of the Authority covered by this Agreement shall be made by the Authority upon the submission to the Authority by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Authority official shall forward said dues deductions to the Union on a monthly basis during the term of this Agreement. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Authority. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

6. MISCELLANEOUS

a. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon fair share information and/or information concerning the names of the employees and the amount of dues or fair share fees to be deducted.

b. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice

ARTICLE III  
UNION BUSINESS

A. The Authority recognizes the right of the Union to designate one (1) Union Shop Steward and one (1) alternate for purposes of administering this Agreement on behalf of the Union. The Union shall furnish the Authority the names of the Union Shop Steward and alternate in writing and shall further notify the Authority of any changes thereto within seven (7) calendar days.

B. The authority of the Union Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation of grievances and representation

of covered employees during the grievance process in accordance with the provisions of this Agreement.

2. The transmission of such messages and information which shall originate with, and are duly authorized by the Union or its officers.

3. Representation of the Union during collective negotiation sessions and grievance arbitration proceedings and related matters.

4. Representation of covered employees during investigatory interviews.

C. The Union Shop Steward or alternate, in the absence of the Union Shop Steward, will be granted reasonable time off with pay for the purposes set forth above except that in the case of collective bargaining negotiations the Union Shop Steward or the alternate will suffer no loss of regular straight time pay for time spent on mutually scheduled negotiations including a maximum of thirty (30) minutes before and thirty (30) minutes after each negotiation session for travel time and/or caucusing purposes.

1. The supervisor of the Union Shop Steward or the alternate may excuse the Union Shop Steward or the alternate from work provided there is no interference in the operating requirements of the Authority.

2. The Union Shop Steward or alternate shall request permission, in advance, from their supervisor in order to be excused for the purposes set forth above.

D. The exercise of the provisions of this Article by the Union Shop Steward or alternate shall not result in the accrual of overtime pay or compensatory time.

E. Subject to the Authority's regulations, the duly authorized business representative shall upon request by the Union and approval by the Authority, have access to Authority premises during working hours for the purposes of adjusting complaints, or ascertaining whether Union standards are maintained, and whether this Agreement is being fulfilled. There shall be no interference in the operation of the NHA.

ARTICLE IV  
DISCIPLINE OF EMPLOYEES

Employees shall be disciplined only for just cause.

ARTICLE V  
MANAGEMENT RIGHTS

A. The Authority hereby retains unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Authority Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient, manner possible as may from time to time be determined by the Authority.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to assign and schedule work, to *decide* the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required and to determine when overtime should be worked. All employees may be required to work a reasonable amount of overtime and whenever possible overtime shall be distributed equitably.
3. The right to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Authority after advance notice thereof to the employees and to require compliance by the employees.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions

of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.
6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
7. To make such changes as it deems desirable and necessary for the efficiency and effective operation of the Authority.
8. To subcontract any or all of the work performed by employees covered by this Agreement.

B. There shall be no limitation or restriction, regardless of the source or location, of the use of machinery, precast, prefabricated or preassembled materials, tools or other labor saving devices. Nor shall there be any limitation upon choice of materials or design.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement provided such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

#### ARTICLE VI GRIEVANCE PROCEDURE

A. A grievance is a dispute arising from the interpretation, application or alleged violation of this Agreement and may be raised by the Union on behalf of an employee or group of employees or by the Authority.

B. Steps of the Grievance Procedure



The following grievance procedure constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived in writing by mutual consent:

Step One

The Union on behalf of an aggrieved employee or group of employees of the Authority shall file its grievance under the provisions hereof within ten (10) calendar days of the occurrence of the grievance. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. Nothing shall prohibit the parties from making an effort to informally resolve their differences before the ten (10) day period elapses.

The employee's supervisor shall render a written decision to the Union Representative within ten (10) calendar days after receipt of the grievance.

Step Two

If the grievance is not resolved at Step One, the Union representative may submit the grievance, in writing, to the Chief Human Resource Officer within ten (10) calendar days after receiving the Authority's Step One decision. The Chief Human Resource Officer will schedule a grievance hearing at the request of the Union representative. The Chief Human Resource Officer or a person designated by the Chief Human Resource Officer will preside over the hearing. The Chief Human Resource Officer or his designee shall render a written decision within fifteen (15) calendar days of the hearing.

Step Three - Arbitration

If the grievance is not resolved at Step Two, the Union representative may submit the grievance to arbitration by filing a Request for Panel of Arbitrators with the New Jersey Public Employment Relations Commission not later than fifteen (15) calendar days after receiving the Authority's Step Two decision. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

The arbitration shall be conducted in accordance with the

following:

1. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions. The decision of the arbitrator shall be binding subject to the rights of the parties under N.J.S.A. 2A.-24-1 et seq.

2. The arbitrator shall comply with and be bound by the provisions of this Agreement. The arbitrator shall have no power to add to, delete, or modify any provisions of this Agreement.

3. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement, or applicable law or rules or regulations having the force or effect of law.

4. The arbitrator's decision shall not usurp the functions or power of the Authority as provided by law.

5. It is understood that the arbitrator shall not have any power to add, subtract or modify the provisions of this Agreement.

6. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

7. The cost of the arbitrator will be borne equally by the Union and the Authority and all other *expenses* incurred by either side, including the presentation and witness, will be borne by the party incurring same.

### C. Authority Grievances

1. Grievances initiated by the Authority shall be filed directly with the Union by the Chief Human Resource Officer within fifteen (15) calendar days from the date of the occurrence or matter giving rise to the grievance. A meeting shall be held within ten (10) calendar days after the filing of the grievance between the Chief Human Resource Officer and the Union representative.

2. The Union shall respond to the grievance in writing

within seven (7) calendar days after the date of the aforesaid meeting. If the grievance is not resolved at this step, the Authority may request arbitration in the manner set forth above in Step Three of the grievance procedure. In the event that the Union fails to respond to a grievance in writing within the time limit specified above, then the failure to respond shall be construed as a negative response and the Authority may proceed to submit the grievance to arbitration.

#### D. General Provisions

1. Nothing contained herein shall be construed to require the Union or the Union representative to file, process or appeal from step to step of the grievance procedure any grievance that the Union or the Union Representative deems to be without merit or in conflict with the position of the Union as the exclusive collective negotiations representative.

2. A grievance that is not appealed to the next step shall be deemed an acceptance by the Union of the Authority's decision at the present step of the grievance procedure.

3. The sole remedy available to any employee for any alleged grievance between the parties covered by this Agreement shall be pursuant to the grievance and arbitration procedure.

4. Either party may waive any of the steps of the grievance procedure, but any such waiver may only be perfected in writing and with the consent of the other party.

5. In the event that the Authority fails to respond to a grievance in writing within the time limits specified, then the failure to respond shall be construed as a negative response and the Union may proceed to the next step in the grievance procedure within the required time limit.

6. The grievance procedure set forth above will be the sole and exclusive remedy.

ARTICLE VII  
WAGES

Effective on the date set forth below all bargaining unit members shall receive the following salary increases to their base salary unless otherwise noted:

Effective April 1, 2011            0.00%  
Effective April 1, 2012            1.00%\*  
Effective April 1, 2013            1.75%

\*(1 time payout not added to base)

<b>Title</b>	<b>04/01/11</b>	<b>04/01/12</b>	<b>04/01/13</b>
Lead Building Technician	\$37.84	\$37.84*	\$38.50
Building Technician	\$36.34	\$36.34*	\$36.98
Apprentice Building Technician	\$30.52	\$30.52*	\$31.05

\*(1% time payout not added to base)

ARTICLE VIII  
LONGEVITY

The NHA will determine the dollar amount of Longevity Pay at the current rate earned by each employee with more than five (5) years of service. The dollar amount will be added to each such employee's base pay, and will remain part of each such employee's base salary going forward. This paragraph shall apply only to employees who are members of the Union as the signing of this Agreement.

After the signing of this agreement, no employees shall be eligible to receive any payments pursuant to the Longevity Pay Program.

ARTICLE IX  
WORK DAY/WORK WEEK

A. The normal work week will consist of five (5) consecutive days. A work day shall consist of eight

(8) consecutive hours, excluding an unpaid lunch period not to exceed one-half (1/2) hour.

B. All hours worked in excess of forty (40) hours in a work week, shall be paid at the rate of time and one-half. The shifts shall be from 7:00 a.m. to 3:30 p.m. and 3:00 p.m. to 11:30 p.m. and 11:00 p.m. to 7:30 a.m.

C. Employees who are actively employed on shifts other than the first shift shall be entitled to the following differential:

2<sup>nd</sup> Shift - \$ .70/hr  
3<sup>rd</sup> Shift - \$1.25/hr

D. CALL IN PAY

Employees called-in to work at times that they are not scheduled to work, shall receive a minimum of three (3) hours pay at the overtime rate of pay. In the event the call-in time is contiguous to the employee's work day, the employee will receive pay at the overtime rate until the commencement of the work day, and thereafter will be paid at the regular straight time rate of pay.

ARTICLE X  
HEALTH INSURANCE

A. Employee Contributions and other expenses shall be paid as defined under the State of New Jersey's Pension and Health Benefits Reform Act, Chapter 78, P.L. 2011 (and any amendments thereto) in the following manner:

Employee's contribution to health insurance premiums are determined as a specific percentage of health benefits / prescription drug premiums for a salary range, but not less than 1.5% of salary (the minimum contribution) phased in over a 4 year period as determined and updated by the State of New Jersey under the State Health Benefits Program (SHBP). The following coverage shall also be provided:

1. A Dental Coverage plan(s) shall be offered and include Group Dental Associates.

2. Employees and dependents will be offered prescription coverage and the employee will contribute toward the cost of the annual prescription premium (depending upon coverage elected) and will be responsible for co-payment for drugs under the prescription plan. Co-payments will be for retail: \$5.00 for generic, \$10.00 for preferred, \$25.00 for non-preferred, and for mail order: \$5.00 for generic, \$10.00 for preferred, \$25.00 for non-preferred.

B. The Authority will pay \$200 per year for the employee and \$200 per year for all eligible dependents towards the purchase of eyeglasses and eye examinations.

B. When a permanent employee has exhausted all accumulated leave time due to illness, the employee may maintain coverage for the next three (3) months following the exhaustion of all earned leave time by making monthly payments to the carrier through the Authority, based upon the then current rates. Such payment of the employee portion will be made promptly upon the employee's return to work through payroll deductions by the NHA.

C. The Authority reserves the right to change insurance carriers and/or to self-insure provided that the benefits are in the aggregate, substantially similar.

ARTICLE XI  
WORKERS COMPENSATION

A. Whenever an employee is absent as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the employee shall notify his/her supervisor and the Risk Management Department by the second business day after the accident. The employee must follow the procedures outlined in the Employee Handbook or other procedures designated by the Risk Management Department. The Authority shall pay the employee the prevailing salary percentage and the Authority's portion of health benefit premiums, in accordance with the New Jersey Worker's Compensation Act and applicable Laws related to paying health benefits premiums (e.g. Chapter 78, P.L. 2011 and any amendments thereto).

B. The employee, upon receiving the award from Workers Compensation, shall remit or assign such monetary award to the Authority immediately. The Authority shall not withhold any compensation as stated in the above paragraph from the employee pending the award.

C. Any employee injured on the job, who has completed an accident report and has been examined by the Authority's physicians and advised when to return to work, shall not have - his/her pay interrupted because, he/she does not have any sick time.

D. This provision shall not apply if the injury has been declared non-compensable by the Authority's worker compensation administrators or if the employee has been attended by the Authority's physician and has been released to return to work and does not return to work.

ARTICLE XII  
HOLIDAYS

A. Employees shall be entitled to fourteen (14) paid holidays each year as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day (National & State)
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

B. When a holiday falls on an employee's regularly scheduled day-off, the employee will receive a substitute day-off with pay.

C. In the event that any holiday falls on a Sunday, upon the approval of the Executive Director, the Authority shall observe the following Monday as the holiday. In the event that any holiday falls on a Saturday, upon approval of the Executive Director, the Authority shall observe the preceding Friday as the holiday.

D. Holidays shall be recognized as time worked, for the purpose of calculating overtime. In the event an employee is scheduled to work on a holiday, the employee shall receive 2-1/2 times the hourly rate for work performed.

ARTICLE XIII  
VACATIONS

A. The number of vacation days for bargaining unit employees will be paid out as follows:

Up to one (1) Year of Service - One (1) vacation day for each month up to twelve (12) days.

After one (1) year and through five (5) Years of Service - Twelve (12) vacation days per year.

After five (5) years and through ten (10) Years of Service - Fourteen (14) vacation days per year.

After ten (10) years and through fifteen (15) Years of Service - Seventeen (17) vacation days per year.

After fifteen (15) years and through twenty (20) Years of Service - Twenty (20) vacation days per year.

After twenty (20) Years of Service - Twenty-five (25) vacation days per year.

B. Accrued vacation may be accumulated up to, but not to exceed, the number of days earned for one (1) consecutive year. Employees must not carry over more than a year's earned vacation in the coming year. Vacations may be taken any time between January 1st and December 31<sup>st</sup>.

C. Except in the case of extenuating circumstances, i.e., illness or extreme declared emergencies, an excess of vacation time shall be forfeited.

D. In case of the separation from employment for retirement or resignation with not less than fifteen (15) calendar days notice, accrued vacation shall be paid in a lump sum to the employee or, at the discretion of the NHA, the employee shall be scheduled for vacation to avail himself/herself of the accrued time.



ARTICLE XIV  
LEAVE DAYS

A. Personal Leave

1. Employees will be granted up to three (3) days' leave of absence during any calendar year for religious and/or personal reasons. Requests for personal leave days are subject to the approval of the employee's supervisor and must be made in writing to the supervisor not less than five (5) days in advance, except in cases of documented emergency. Personal leave days must be taken within the current calendar year and may not be carried forward into the next year.

2. Prior to the completion of one (1) year of continuous service to the Authority, personal leave days shall be allocated on the following basis:

a. Employees starting between January 1 and April 30 shall be granted two (2) days absence during the current year.

b. Employees starting between May 1 and August 31 shall be granted one (1) day absence during the current year.

c. Employees starting between September 1 and December 31 shall be granted zero (0) days absence in the current calendar year. However, beginning January 1 of the following calendar year, the employee shall be granted three (3) days absence.

B. Family Leave

The Authority will grant leaves of absence to eligible employees for family and medical reasons in accordance with the Family Leave Act of 1993 and the New Jersey Family Leave Act. In the event of a medical leave, the employee must first use earned or credited sick and vacation leave.

C. Bereavement Leave

In the event of a death in the immediate family, a permanent employee may take up to five (5) consecutive days - commencing with the date of death or the day of the funeral, at the employee's option, without loss of pay. This leave will not be charged to employee's leave record. Immediate family is defined as husband, wife, child, brother, sister, parent, father-in-law, mother-in-law, grandparents, grandchildren, step parents and step children. Employees, upon return to work from

bereavement leave, will furnish documents to substantiate the leave. These documents will be submitted to the Human Resources Department and included in the employee's file.

D. Court Leave

1. Employees shall be granted court leave and be excused with pay from their regularly assigned duties when subpoenaed as a witness on behalf of the NHA in a matter related to their official NHA duties.

2. Employees who are required to attend court as a juror shall be excused with pay from their regularly assigned duties and shall submit evidence of such attendance to their Division Head for transmittal to the Human Resources and Finance Departments. Any monies received by an employee for his/her service as a juror will be submitted to the Authority.

3. In the event an employee is relieved or excused from jury duty before 12:00 noon, such employee shall report to work for their shift, or the balance thereof.

E. Sick Leave

1. Sick leave is herein defined as an employee's absence from duty because of illness, accident, exposure to a contagious disease, attendance upon a member of the employee's immediate family who is seriously ill and requires the care or attendance of such an employee. Where the absence is for more than three (3) working days or where the situation so-warrants, a certificate from a reputable physician in attendance shall be required. Excessive use or abuse of this privilege may result in appropriate disciplinary action.

2. All full time employees of the bargaining unit are entitled to annual paid sick leave of one (1) working day for each month of service during the first calendar year of employment. Fifteen (15) working days for every year thereafter.

3. Sick Leave at Retirement

Upon normal retirement, an employee shall receive a payment equivalent to a maximum of one-half (1/2) of his/her accumulated sick time. The maximum payment will not exceed twenty thousand (\$20,000) dollars. This paragraph shall apply only to employees who are members of the Union as of March 31, 2011.

ARTICLE XV  
MISCELLANEOUS

A. Employee Assistance Program

The Authority will provide an EAP for all NHA employees covered under this Agreement.

B. Uniform Provision

The Authority will provide uniforms to bargaining unit members consisting of eleven (11) sets. There will be a \$100 per year cleaning allowance to be given in \$50.00 increments on or about June 15 and December 15 of each year. At the discretion of the Authority, the uniform allowance may be abolished, with the Authority providing for the cleaning of uniforms, at which time the cleaning allowance noted above will cease.

C. Annuity

Local 68 Annuity Plan-the Newark Housing Authority will provide Local 68 members the option to voluntarily contribute to the Local 68 Annuity Plan through payroll deductions.

D. Parking

One parking space at no cost to the employee will be provided for one building technician per shift.

ARTICLE XVI  
NO STRIKE AND NO LOCKOUT

A. It is recognized that the need for continued and uninterrupted operation of the Authority's departments and facilities is of paramount importance to the citizens of the community and that there shall be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, duties of employment), work stoppage, slowdown, walkout or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Authority, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Authority to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction of damages, or both, in the event of such breach by the Union or its members.

F. The Authority agrees not to institute a lockout of employees in this unit during the term of this Agreement.

ARTICLE XVII  
PENSION

Employees shall be enrolled in the Public Employees Retirement System (PERS) and be subject to the rules, regulations, and laws of the State of New Jersey pertaining to said pension system.

ARTICLE XVIII SENIORITY

Job seniority shall prevail in cases of vacation selection, layoffs and rehires provided the remaining or recalled employee(s) can reasonably perform the required work. Job seniority will be a factor in promotions.

ARTICLE XIX  
SEPARABILITY AND SAVINGS

The parties agree that if any provision of this Agreement or any application of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX  
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns and legal representatives.

