

2015

AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE CITY OF NEWARK
(Newark, New Jersey)

and

ESSEX COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
CRAFT OUTSIDE

November 1, 1989 through October 31, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	SCOPE OF WORK	1
III	EMPLOYER'S RIGHTS	2
IV	EMPLOYMENT AND HIRING	3
V	NONDISCRIMINATION	3
VI	WAGES AND SPECIAL CONDITIONS	4
VII	HOURS AND WORKING CONDITIONS	6
VIII	MINIMUM PAY AND REPORTING TIME	7
IX	UNION REPRESENTATION	8
X	BENEFIT FUNDS AND TEMPORARY DISABILITY	8
XI	PREMIUM	9
XII	SAFETY	9
XIII	GRIEVANCE AND ARBITRATION	9
XIV	DISCHARGE	12
XV	NO STRIKE NO LOCKOUT	12
XVI	SEVERABILITY	13
XVII	FULLY BARGAINED PROVISIONS	13
XVIII	DURATION	14
	LABOR ORGANIZATIONS	15
	(Signature Page)	

PREAMBLE

THIS AGREEMENT entered into this 1st day of November, 1989, HOUSING AUTHORITY OF THE CITY OF NEWARK (hereinafter referred to as the "Employer") and the ESSEX COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL (hereinafter referred to as the "Union") represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees engaged in the work covered by the terms of this Agreement employed by the Employer consisting of Asbestos Workers, Bricklayers, Carpenters, Composition Roofers, Electrical Workers, Elevator Constructors, Ironworkers, Laborers, Lathers, Operating Engineers, Painters, Plumbers, Tile Workers, Sheet Metal Workers, Sprinkler Fitters and Steamfitters.

ARTICLE II

SCOPE OF WORK

A. This Agreement shall apply to all rehabilitation work on residential structures performed by the trades noted in Article I.

B. For the purpose of this Agreement, "rehabilitation" shall be defined to include all work including demolition, repair and alteration, on any existing structure which is intended for, or supportive or predominantly residential use, including rental or ownership, provided, however, that a substantial portion of the dwelling units in the structure are intended to be eligible for participation in programs providing Federal, state or local government subsidies, loan insurance or similar assistance intended for occupants with low, moderate, or middle incomes.

ARTICLE III

EMPLOYER'S RIGHTS

A. The Employer retains full and exclusive authority for the management of its operations. All functions of management not specifically limited by the clear and express language of this Agreement are retained by the Employer. Among the rights reserved to and retained by the Employer, but by no means wholly exclusive is the right to hire the working force; direct the working force; select foremen; promote, transfer or discharge employees and the right to take all necessary actions to carry out its mission.

B. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the joint or individual working efforts of employees.

C. 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.

D. The Employer may assign and schedule work and shall determine when overtime shall be worked, and by whom, and may require reasonable overtime. Whenever possible, overtime shall be equitably distributed.

ARTICLE IV

EMPLOYMENT AND HIRING

A. Employment shall be in accordance with Affirmative Action and Equal Opportunity Programs of the Housing Authority of the City of Newark.

B. Whenever possible, preference shall be given to the hiring and utilization of residents of the City of Newark.

ARTICLE V

NONDISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any employee or prospective employee on account of race, color, creed, sex, age, national origin or handicap.

ARTICLE VI

WAGE AND SPECIAL CONDITIONS

A. Except as amended by this Agreement, wage rates and benefits for employees covered under this Agreement shall be those set forth in the current Labor Agreement of the Essex County Building and Construction Trades Unions. Wages shall be paid bi-weekly by check or other legal tender.

B. In recognition of the fact that the traditional construction area collective agreements have not commonly provided separate wage rates and fringe benefits for rehabilitation work, the parties hereto have collectively negotiated an hourly wage rate for rehabilitation work for all crafts. The wage rates and benefits resulted from those negotiations are noted below in this Agreement as follows:

1. The hourly rate of wages for all employees covered by this Agreement shall be twelve (12%) percent less than the rates specified in the Agreement set forth in Exhibit A attached hereto.

2. A Journeyman who has been appointed as Foreman shall receive twelve (12%) percent less than the rates specified for Foreman in the Agreement between the Union and the appropriate Contractor's Association set forth in Exhibit A attached hereto.

3. The wage rates referred to in Sections 1 and 2 above shall continue for the life of this Agreement. However, in the event that either party to this agreement shall seek to reopen this agreement pursuant to Article XVIII, the wages and benefits herein shall continue at the same rate until a new contract has been renegotiated.

C. The rate of wages in this Article shall be applicable to all work covered under this Agreement unless provided for otherwise by HUD-Determined wage rates for major repairs under the Comprehensive Improvement Assistance Program (CIAP).

D. For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company or an association of self insurers authorized to do business in this State, Social Security, and such other protective insurance as may be required by the laws of this State, and shall also furnish proof of such requirements to the Union upon request. The Employer shall also make contributions to the New Jersey Unemployment Compensation Commission.

E. The Employer upon receipt of a written check-off authorization from the employee shall deduct from the wages of that employee each month regular monthly dues as fixed by the Union. The Union shall indemnify, defend and save the Employer 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 Employer in reliance upon salary deduction authorization forms submitted to the Union to the Employer.

ARTICLE VII

HOURS AND WORKING CONDITIONS

A. Work Week: the regular week shall be five (5) consecutive days, Monday through Friday.

B. Work Day: Eight (8) consecutive hours between 8:00 a.m. and 4:30 p.m., exclusive of a lunch period not to exceed one-half (1/2) hour, shall constitute a work day, except that the starting and quitting time may be changed after agreement between the Employer and Union to take advantage of daylight, traffic conditions, weather conditions or unusual circumstances beyond the control of the parties.

C. Holidays: Holidays on projects shall be as follows: New Year's Day, Labor Day, Thanksgiving Day, Christmas Day, Presidential Election Day, Veteran's Day, Dr. Martin Luther King's Birthday, Good Friday, Lincoln's Birthday and Columbus Day.

1. All of the above shall be non-paid holidays with exception of Christmas and New Year's Day.

2. In the event that above enumerated holidays shall be on a Sunday, upon the approval of the Employer, the Monday following shall be observed as the holiday. In the event that any of the holidays heretofore enumerated shall fall on a Saturday, upon the approval of the Employer, the Friday before shall be observed as the holiday.

D. Pay Day: Wages due shall be paid to all employees bi-weekly and not later than four (4) days following the pay period in which earned. Employees terminated for lack of work

or other reasons shall be paid in full upon such involuntary termination.

E. There will be premium pay, travel pay or subsistence pay for any work covered by this Agreement.

F. Overtime: All work on Saturdays and overtime hours prior to or beyond the end of any eight (8) hour shift shall be paid at time and one-half (1 1/2) the basic hourly rate of pay.

ARTICLE VIII

MINIMUM PAY AND REPORTING TIME

A. When employees report to work and are not given the opportunity to work because none is available, or because the employees were not notified before the completion of the previous day's work that they should not report, except in case of emergency such as fire, flood, power failure, or any other acts beyond the control of the Employer, such employees shall be paid a minimum of two (2) hours' pay at the rate applicable for the day.

B. Any employee who reports for work at the regular starting time and who commence work, as directed by the Employer, shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in one day, shall receive not less than eight (8) hours pay, provided that any employee who leaves his work voluntarily shall be paid only for the number of hours he actually worked.

ARTICLE IX

UNION REPRESENTATION

The Union shall provide a qualified workingman, appointed by the Union, whose duties shall be those outlined in the respective local collective bargaining agreement, who shall be a working steward on the job.

ARTICLE X

BENEFIT FUNDS AND TEMPORARY DISABILITY

A. Where a Union collective bargaining agreement, applicable in an area where work covered by this Agreement is to be performed, makes provision for a lawful pension, health and welfare, vacation or other fringe benefit plans, the Employer and the Union shall execute a separate Agreement for each such plan. Said plans shall be administered solely by the Union.

B. The Employer shall make contributions on a bi-weekly bases pursuant to the attached descriptions of such plans as set forth in Exhibit B.

C. Temporary Disability

The New Jersey State Short Term Disability Plan will be implemented as soon as possible with employees being responsible for that portion of the premium consistent with the formula set forth in the Plan.

ARTICLE XI

PREMIUMS

There shall be no requirement for the Employer to make payments to any craftsman for travel time or other special condition work premiums.

ARTICLE XII

SAFETY

A. The employees covered by the terms of this Agreement shall, at all times, while in the employ of the Employer be bound by the safety rules and regulations established by the Employer or Union and applicable safety laws.

B. The Employer agrees to provide the Union with a copy of such rules and regulations for the benefit of the employees covered by this Agreement.

ARTICLE XIII

GRIEVANCE AND ARBITRATION

A. A grievance is defined as a dispute between the Union on behalf of an employee or group of employees and the Employer arising from the interpretation, application or alleged violation of the terms and conditions of this Agreement.

B. It is agreed that all grievances shall be handled under the following procedures:

STEP I. Between the shop and the immediate supervisor at the job site as soon as practicable but in no event later than three (3) working days after the occurrence of the dispute. Failure to raise a dispute within three (3) days after its occurrence, renders the dispute null and void.

STEP II. In the event that a satisfactory conclusion is not reached at STEP I, the grievance shall be submitted in writing within five (5) working days to the Department Director or his designee. The Department Director or his designee will respond in writing, within five (5) working days after receipt of the grievance.

STEP III. In the event that a satisfactory conclusion is not reached at STEP II, the Union may submit the grievance and all related correspondence to the Chief of Personnel and Labor Relations within five (5) working days. The Chief of Personnel and Labor Relations will schedule a hearing on the grievance which hearing will be conducted within ten (10) working days of receipt of the grievance and will render a decision in writing within fifteen (15) working days of the hearing.

STEP IV. If the parties are unable to affect an amicable settlement or adjustment of any grievance or controversy, then the grievance or controversy shall be submitted within thirty (30) days to an arbitration committee whose decision, it is hereby understood and agreed, shall be final and binding.

C. The arbitration committee shall consist of one representative appointed to the committee by the Authority, one representative appointed by the Trades Council, and a third member chosen by agreement between the first two. In the event agreement cannot be reached on selection of the third member, then the parties shall request an appointment of an impartial arbitrator by the American Arbitration Association.

1. The expense of the impartial arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

2. The parties affected shall be afforded a full opportunity to present any evidence written or oral, which may be pertinent to the matter in dispute.

3. It is understood that neither the arbitration committee nor the impartial arbitrator shall have any power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

4. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.

5. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding upon the parties subject, however, to any applicable statutes and case law available to the parties.

6. Further it is mutually understood and agreed that the grievance procedures set forth above will be the sole and exclusive remedy except where specifically otherwise provided by law.

ARTICLE XIV

DISCHARGE

A. The Employer may discharge any employee for good and sufficient just cause. Upon any such discharge, the Employer shall give notice of said discharge to the Trades Council, in writing, stating the reasons therefor.

B. In the event the Union or the Employer disputes said discharge, the matter shall be handled in accordance with the applicable procedures set forth in Article XIII. It is mutually understood and agreed that Article XIII sets forth the exclusive remedy in the event of a disputed discharge.

ARTICLE XV

NO STRIKE NO LOCKOUT

A. The Council and the 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.

B. The Employer agrees not to institute a lock-out of the employees in this unit, during the period of this Agreement.

ARTICLE XVI

SEVERABILITY

A. It is not the intent of either party hereto to violate any laws or any rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement.

B. The parties hereto agree that in the event any provision of this Agreement is held or constituted to be void as being in contravention of such any laws, ruling or regulations, the remainder of the Agreement shall nevertheless remain in full force and effect, unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement.

ARTICLE XVII

FULLY BARGAINED PROVISIONS

A. This Agreement represents the full and complete understanding by the parties on all bargainable issues.

B. The parties acknowledge that during the negotiations which result in this Agreement each had the right and opportunity to make demands and proposals with respect to any subject matter and that during the life of this Agreement none of the parties shall be required to negotiate over any subject unless mutually agreed to by the other party.

LABOR ORGANIZATIONS

Signed for: _____
Asbestos Worker L.U. #32

Signed for: _____
Bricklayers L.U. #13

Signed for: _____
Carpenters L.U. #1342

Signed for: _____
Composition Roofers L.U. #4

Signed for: _____
Electrical Workers L.U. #52

Signed for: _____
Elevator Constructors L.U. #1

Signed for: _____
Ironworkers L.U. #11

Signed for: _____
Laborers L.U. #342

Signed for: _____
Laborers L.U. #699

Signed for: _____
Lathers L.U. #102

Signed for: _____
Operating Engineers L.U. #825

Signed for: _____
Painters District Council #10

Signed for: _____
Plumbers L.U. #24

Signed for: _____
Tile Workers L.U. #22

Signed for: _____
Sheet Metal Workers L.U. #10

Signed for: _____
Sprinkler Fitters L.U. #696

Signed for: _____
Steamfitters L.U. #475

APPENDIX A

WAGE RATES

LOCAL 10 (RATES EFF. NOVEMBER 1990)

PAINTER FOREMAN	\$18.04 PER HOUR	(\$1 P.H. PREMIUM)
PAINTER SPRAYER	\$18.57 PER HOUR	
PAINTER	\$17.16 PER HOUR	
APP. PAINTER	\$ 6.86 PER HOUR	(FIRST YEAR)
	\$ 8.58 PER HOUR	
	\$ 9.59 PER HOUR	(SECOND YEAR)
	\$10.30 PER HOUR	
	\$12.01 PER HOUR	(THIRD YEAR)
	\$13.73 PER HOUR	

LOCAL 28 (EFF. AUGUST 1990)

BOILERMAKER GEN. FOREMAN	\$23.10 PER HOUR
FOREMAN	\$22.66 PER HOUR
ASST. FOREMAN	\$22.22 PER HOUR
BOILERMAKER	\$20.90 PER HOUR

LOCALS 112, 342, & 699 (EFF. MAY 1990)

BUILDING LABORERS	\$13.33 PER HOUR
FOREMAN	\$13.33 PER HOUR PLUS AN ADDITIONAL ONE (1) HOUR PER DAY.

APPENDIX B

FRINGE BENEFITS

LOCAL 10 (BENEFITS EFF. NOVEMBER 1990)

Painter Foreman

\$ 3.75	PER HOUR (WELFARE)
\$ 2.00	PER HOUR (PENSION)
\$ 1.50	PER HOUR (ANNUITY)
\$.01	PER HOUR (INDUSTRIAL)
\$.60	PER HOUR (VACATION)
\$.15	PER HOUR (APPRENTICE)

\$21.65 ADMIN. DUES. IS 3% OF WEEKLY GROSS

\$.02 DUES CHECK OFF

Painter Sprayer

\$ 3.75	PER HOUR (WELFARE)
\$ 2.00	PER HOUR (PENSION)
\$ 1.50	PER HOUR (ANNUITY)
\$.01	PER HOUR (INDUSTRIAL)
\$.60	PER HOUR (VACATION)
\$.15	PER HOUR (APPRENTICE)

\$22.28 ADMIN. DUES IS 3% OF WEEKLY GROSS

\$.02 DUES CHECK OFF

Painter

\$3.75	PER HOUR (WELFARE)
\$2.00	PER HOUR (PENSION)
\$1.50	PER HOUR (ANNUITY)
\$.01	PER HOUR (INDUSTRIAL)
\$.60	PER HOUR (VACATION)
\$.15	PER HOUR (APPRENTICE)

\$20.59 ADMIN. DUES IS 3% OF WEEKLY GROSS

\$.02 DUES CHECK OFF

APPENDIX B

APP. PAINTER
FIRST SIX MONTHS

\$2.25 PER HOUR (WELFARE)
\$.75 PER HOUR (PENSION)
\$.75 PER HOUR (ANNUITY)
\$.01 PER HOUR (INDUSTRIAL)
\$.15 PER HOUR (APPRENTICE)

\$8.23 ADMIN. DUES IS 3% OF
WEEKLY GROSS

\$.02 DUES CHECK OFF

APP. PAINTER
SECOND SIX MONTHS

\$2.25 PER HOUR (WELFARE)
\$.75 PER HOUR (PENSION)
\$.75 PER HOUR (ANNUITY)
\$.01 PER HOUR (INDUSTRIAL)
\$.15 PER HOUR (APPRENTICE)

\$10.30 ADMIN DUES IS 3% OF
WEEKLY GROSS

\$.02 DUES CHECK OFF

APP. PAINTER
THIRD SIX MONTHS

\$2.25 PER HOUR (WELFARE)
\$1.00 PER HOUR (PENSION)
\$.75 PER HOUR (ANNUITY)
\$.01 PER HOUR (INDUSTRIAL)
\$.15 PER HOUR (APPRENTICE)

\$11.51 ADMIN. DUES IS 3% OF
WEEKLY GROSS

\$.02 DUES CHECK OFF

APP. PAINTER
FOURTH SIX MONTHS

\$2.25 PER HOUR (WELFARE)
\$1.00 PER HOUR (PENSION)
\$.75 PER HOUR (ANNUITY)
\$.01 PER HOUR (INDUSTRIAL)
\$.15 PER HOUR (APPRENTICE)

\$12.36 ADMIN. DUES IS 3% OF
WEEKLY GROSS

\$.02 DUES CHECK OFF

APPENDIX B

APP. PAINTER
FIFTH SIX MONTHS

\$3.75 PER HOUR (WELFARE)
\$1.25 PER HOUR (PENSION)
\$1.50 PER HOUR (ANNUITY)
\$.01 PER HOUR (INDUSTRIAL)
\$.60 PER HOUR (VACATION)
\$.15 PER HOUR (APPRENTICE)

\$14.41 ADMIN. DUES IS 3% OF
WEEKLY GROSS

\$.02 DUES CHECK OFF

APP. PAINTER
SIXTH SIX MONTHS

\$3.75 PER HOUR (WELFARE)
\$1.25 PER HOUR (PENSION)
\$1.50 PER HOUR (ANNUITY)
\$.01 PER HOUR (INDUSTRIAL)
\$.60 PER HOUR (VACATION)
\$.15 PER HOUR (APPRENTICE)

\$16.48 ADMIN. DUES IS 3% OF
WEEKLY GROSS

\$.02 DUES CHECK OFF

LOCAL 28 (BENEFITS EFF. AUGUST 1990)

BOILERMAKER GEN. FOREMAN

\$2.89 PER HOUR (WELFARE)
\$2.63 PER HOUR (PENSION)
\$2.63 PER HOUR (VACATION)
\$2.63 PER HOUR (ANNUITY)
.24 PER HOUR (APPRENTICE)

\$231.00 ADMIN. DUES IS 2½% OF
WEEKLY GROSS

BOILERMAKER FOREMAN

\$2.83 PER HOUR (WELFARE)
\$2.58 PER HOUR (PENSION)
\$2.58 PER HOUR (VACATION)
\$2.58 PER HOUR (ANNUITY)
\$.24 PER HOUR (APPRENTICE)
\$226.60 ADMIN. DUES IS 2½% OF
WEEKLY GROSS

APPENDIX B

ASST. FOREMAN

\$2.78 PER HOUR (WELFARE)
\$2.53 PER HOUR (PENSION)
\$2.53 PER HOUR (VACATION)
\$2.53 PER HOUR (ANNUITY)
\$.24 PER HOUR (APPRENTICE)

\$222.00 ADMIN. DUES IS 2½% OF
WEEKLY GROSS

BOILERMAKER

\$2.61 PER HOUR (WELFARE)
\$2.38 PER HOUR (PENSION)
\$2.38 PER HOUR (VACATION)
\$2.38 PER HOUR (ANNUITY)
\$.24 PER HOUR (APPRENTICE)

\$209.00 ADMIN. DUES IS 2½% OF
WEEKLY GROSS

LOCALS 112, 342, & 699 (BENEFITS EFF. MAY 1990)

BUILDING LABORERS

\$1.90 PER HOUR (WELFARE)
\$2.70 PER HOUR (PENSION)
\$1.60 PER HOUR (ANNUITY)
\$.20 PER HOUR (T.E.A.)
\$.10 PER HOUR (L.E.C.E.T.F.)
\$.05 PER HOUR (SAFETY)
\$.05 PER HOUR (POL. ACTION FUND)

\$21.33 DUES CHECK OFF

FOREMAN

\$1.90 PER HOUR (WELFARE)
\$2.70 PER HOUR (PENSION)
\$1.60 PER HOUR (ANNUITY)
\$.20 PER HOUR (T.E.A.)
\$.10 PER HOUR (L.E.C.E.T.F.)
\$.05 PER HOUR (SAFETY)
\$.05 PER HOUR (POL. ACTION FUND)

\$21.33 DUES CHECK OFF

LOCAL 52 (RATES EFF. JUNE 1990)

ELECTRICAL WORKERS	\$19.57 PER HOUR
FOREMAN	\$20.67 PER HOUR

LOCAL 24 (RATES EFF. MAY 1990)

PLUMBER GEN. FOREMAN	\$22.85 PER HOUR
ASST. GEN. FOREMAN	\$22.04 PER HOUR
FOREMAN	\$21.64 PER HOUR
PLUMBER	\$20.22 PER HOUR
APP. PLUMBER	\$ 7.08 PER HOUR (FIRST YEAR)
	\$ 9.10 PER HOUR (SECOND YEAR)
	\$12.14 PER HOUR (THIRD YEAR)
	\$15.17 PER HOUR (FOURTH YEAR)

LOCAL 475 (RATES EFF. MAY 1990)

STEAMFITTER GEN. FOREMAN	\$21.75 PER HOUR
ASST. GEN. FOREMAN	\$21.31 PER HOUR
FOREMAN	\$20.87 PER HOUR
STEAMFITTER	\$19.55 PER HOUR
APP. STEAMFITTER	\$ 6.84 PER HOUR (FIRST YEAR)
	\$ 9.78 PER HOUR (SECOND YEAR)
	\$11.73 PER HOUR (THIRD YEAR)

LOCAL 13 (RATES EFF. MAY 1990)

BRICKLAYERS	\$20.61 PER HOUR
GEN. FOREMAN	\$23.29 PER HOUR

FOREMAN

\$3.20 (WELFARE)
\$2.30 (PENSION)
\$3.00 (ANNUITY)
\$.25 (EDUCATION)
\$.15 (INDUSTRIAL)

\$.66 DUES CHECK OFF

PLUMBER

\$3.20 (WELFARE)
\$2.30 (PENSION)
\$3.00 (ANNUITY)
\$.25 (EDUCATION)
\$.15 (INDUSTRY)
\$.62 DUES CHECK OFF

APP. PLUMBER
FIRST YEAR

\$3.20 (WELFARE)
\$.81 (PENSION)
\$1.05 (ANNUITY)
\$.25 (EDUCATION)
\$.15 (INDUSTRY)

\$.22 DUES CHECK OFF

APP. PLUMBER
SECOND YEAR

\$3.20 (WELFARE)
\$1.04 (PENSION)
\$1.35 (ANNUITY)
\$.25 (EDUCATION)
\$.15 (INDUSTRY)

\$.28 DUES CHECK OFF

APP. PLUMBER
THIRD YEAR

\$3.20 (WELFARE)
\$1.38 (PENSION)
\$1.80 (ANNUITY)
\$.25 (EDUCATION)
\$.15 (INDUSTRY)

\$.37 DUES CHECK OFF

APP. PLUMBER
FOURTH YEAR

\$3.20 (WELFARE)
\$1.73 (PENSION)
\$2.25 (ANNUITY)
\$.25 (EDUCATION)
\$.15 (INDUSTRY)

\$.47 DUES CHECK OFF

APPENDIX B

LOCAL 475 (BENEFITS EFF. MAY 1990)

STEAMFITTER GEN. FOREMAN	\$2.47	(WELFARE)
	\$2.47	(PENSION)
	\$2.47	(VACATION)
	\$.49	(RETIREMENT)
	\$.25	(EDUCATION)
	\$.25	(INDUSTRIAL)
ASST. GEN. FOREMAN	\$2.42	(WELFARE)
	\$2.42	(PENSION)
	\$2.42	(VACATION)
	\$2.42	(ANNUITY)
	\$.24	(EDUCATION)
	\$.24	(INDUSTRIAL)
FOREMAN	\$2.37	(WELFARE)
	\$2.37	(PENSION)
	\$2.37	(VACATION)
	\$2.37	(ANNUITY)
	\$.47	(RETIREMENT)
	\$.24	(EDUCATION)
STEAMFITTER	\$2.22	(WELFARE)
	\$2.22	(PENSION)
	\$2.22	(VACATION)
	\$2.22	(ANNUITY)
	\$.44	(RETIREMENT)
	\$.22	(EDUCATION)
APP. STEAMFITTER FIRST YEAR	\$.78	(WELFARE)
	\$.78	(PENSION)
	\$.78	(VACATION)
	\$.78	(ANNUITY)
	\$.16	(RETIREMENT)
	\$.08	(EDUCATION)
	\$.08	(INDUSTRIAL)

APPENDIX B

APP. STEAMFITTER	\$1.11	(WELFARE)
SECOND YEAR	\$1.11	(PENSION)
	\$1.11	(VACATION)
	\$1.11	(ANNUITY)
	\$.22	(RETIREMENT)
	\$.11	(EDUCATION)
	\$.11	(INDUSTRIAL)

APP. STEAMFITTER	\$1.33	(WELFARE)
THIRD YEAR	\$1.33	(PENSION)
	\$1.33	(VACATION)
	\$1.33	(ANNUITY)
	\$.27	(RETIREMENT)
	\$.13	(EDUCATION)
	\$.13	(INDUSTRIAL)

LOCAL 13 (BENEFITS EFF. MAY 1990)

BRICKLAYERS	\$2.60	(WELFARE)
	\$1.50	(BTI PENSION)
	\$1.65	(BM&P PENSION)
	\$1.00	(VACATION)
	\$2.80	(ANNUITY)
	\$.20	(CATASTROPHIC INS.)
	\$.02	(ECAF)
	\$.04	(APPRENTICE)
	\$.14	(IMI)
	\$.02	(MASON PROMOTION)
	\$.01	(BAC-PAC)
	\$.81	DUES CHECK OFF

FOREMAN	\$2.60	(WELFARE)
	\$1.50	(BTI PENSION)
	\$1.65	(BM&P PENSION)
	\$2.80	(ANNUITY)
	\$.20	(CATASTROPHIC INS.)
	\$.02	(ECAF)
	\$.04	(APPRENTICE)
	\$.14	(IMI)
	\$.02	(MASON PROMOTION)
	\$1.00	(VACATION)
	\$.01	(BAC-PAC)
	\$.81	DUES CHECK OFF

APPENDIX A

WAGE RATES

LOCAL 52 (RATES EFF. JUNE 1991)

ELECTRICAL WORKERS	\$20.78 PER HOUR
FOREMAN	\$23.08 PER HOUR

LOCAL 28 (RATES EFF. AUGUST 1991)

BOILERMAKER GEN. FOREMAN	\$24.35 PER HOUR
FOREMAN	\$23.91 PER HOUR
ASST. FOREMAN	\$23.47 PER HOUR
MECHANIC	\$22.15 PER HOUR

APPENDIX B

ASST. FOREMAN

\$2.58 PER HOUR (WELFARE)
\$2.34 PER HOUR (LOCAL PENSION)
\$2.34 PER HOUR (VACATION)
\$2.34 PER HOUR (ANNUITY)
\$1.00 PER HOUR (NATL. PENSION)
\$.24 PER HOUR (APPRENTICE)

BOILERMAKER

\$2.43 PER HOUR (WELFARE)
\$2.21 PER HOUR (LOCAL PENSION)
\$2.21 PER HOUR (VACATION)
\$2.21 PER HOUR (ANNUITY)
\$1.00 PER HOUR (NATL. PENSION)
\$.24 PER HOUR (APPRENTICE)

APPENDIX A

WAGE RATES

LOCAL 52 (RATES EFF. JUNE 1992)

ELECTRICAL WORKERS	\$21.98 PER HOUR
FOREMAN	\$23.08 PER HOUR

LOCAL 28 (RATES EFF. AUGUST 1992)

BOILERMAKER GEN. FOREMAN	\$25.60 PER HOUR
FOREMAN	\$25.16 PER HOUR
ASST. FOREMAN	\$24.72 PER HOUR
BOILERMAKER	\$23.40 PER HOUR

APPENDIX B

FRINGE BENEFITS

LOCAL 52 (BENEFITS EFF. JUNE 1992)

ELECTRICAL WORKERS

\$2.63 PER HOUR (WELFARE)
\$1.97 PER HOUR (PENSION)
\$2.19 PER HOUR (ANNUITY)
\$2.63 PER HOUR (VAC. & HOLIDAY)
\$.65 PER HOUR (BENEFIT)
\$2.20 PER HOUR (TRUST FUND)
\$6.15 PER HOUR (INDUSTRY)

\$50.00 (1% OF FIRST \$5000
OF TAXABLE WAGES OF
EACH EMPLOYEE FOR TEMP.
DISABILITY)

FOREMAN

\$2.76 PER HOUR (WELFARE)
\$2.07 PER HOUR (PENSION)
\$2.30 PER HOUR (ANNUITY)
\$2.76 PER HOUR (VAC. & HOLIDAY)
\$.69 PER HOUR (BENEFIT)
\$2.30 PER HOUR (TRUST FUND)
\$6.46 PER HOUR (INDUSTRY)

\$50.00 (1% OF FIRST \$5000
OF TAXABLE WAGES OF
EACH EMPLOYEE FOR TEMP.
DISABILITY)

LOCAL 28 (BENEFITS EFF. AUGUST 1992)

BOILERMAKER GEN. FOREMAN

\$2.56 PER HOUR (WELFARE)
\$2.81 PER HOUR (LOCAL PENSION)
\$2.56 PER HOUR (VACATION)
\$2.56 PER HOUR (ANNUITY)
\$1.00 PER HOUR (NATL. PENSION)
\$.24 PER HOUR (APPRENTICE)

BOILERMAKER FOREMAN

\$2.76 PER HOUR (WELFARE)
\$2.51 PER HOUR (LOCAL PENSION)
\$2.51 PER HOUR (VACATION)
\$2.51 PER HOUR (ANNUITY)
\$1.00 PER HOUR (NATL. PENSION)
\$.24 PER HOUR (APPRENTICE)

APPENDIX B

ASST. FOREMAN

\$2.72 PER HOUR (WELFARE)
\$2.47 PER HOUR (LOCAL PENSION)
\$2.47 PER HOUR (VACATION)
\$2.47 PER HOUR (ANNUITY)
\$1.00 PER HOUR (NATL. PENSION)
\$.24 PER HOUR (APPRENTICE)

BOILERMAKER

\$7.57 PER HOUR (WELFARE)
\$2.34 PER HOUR (LOCAL PENSION)
\$2.34 PER HOUR (VACATION)
\$2.34 PER HOUR (ANNUITY)
\$1.00 PER HOUR (NATL. PENSION)
\$.24 PER HOUR (APPRENTICE)

LABOR ORGANIZATIONS

Signed for: James M. Weyer
Asbestos Worker L.U. #32

Signed for: William Amato
Bricklayers L.U. #13

Signed for: Frank Ferrara
Carpenters L.U. #1342

Signed for: David Kelly
Composition Roofers L.U. #4

Signed for: John J. ...
Electrical Workers L.U. #52

Signed for: Frank ...
Elevator Constructors L.U. #1

Signed for: Joseph ...
Ironworkers L.U. #11

Signed for: Alfred ... (112) For Anthony Proto 342
Laborers L.U. #342

Signed for: Joseph K. Taylor, Jr.
Laborers L.U. #699

Signed for: Frank Ferrara
Lathers L.U. #102

Signed for: James ...
Operating Engineers L.U. #825

Signed for: Joseph ...
Painters District Council #10

Signed for: Henry Kohn
Plumbers L.U. #24

Signed for: Ed ...
Tile Workers L.U. #2252

Signed for: Frank ...
Sheet Metal Workers L.U. #25

Signed for: Benjamin ...
Sprinkler Fitters L.U. #696

Signed for: Robert ...
Steamfitters L.U. #475

Signed for: Samuel ...
Boilermakers L.U. #28

ARTICLE XVIII

DURATION

A. This Agreement shall be effective from November 1, 1989 through October 31, 1992. The Agreement will remain in effect from year to year unless either party gives the other notification in writing no sooner than one hundred twenty (120) nor later than ninety (90) days prior to the expiration date of the Agreement of a desire to alter, amend or modify the Agreement.

B. It is hereby agreed by and between the parties that nothing contained herein shall be binding, valid or have any effect unless and until approved by the United States Department of Housing and Urban Development.

C. IN WITNESS WHEREOF, the parties have hereunto set their hands and sets this 23 day of September, 1991.

HOUSING AUTHORITY OF THE
CITY OF NEWARK

ESSEX COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL

BY Zimmerman Smith BY Paul Harris

Attest:

Burg Bell

Reviewed and approved as to
legality.

Paul Harris