

1189

CONTRACT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1077

AND

HOUSING AUTHORITY OF THE CITY OF EAST ORANGE

TERM OF CONTRACT: JANUARY 1, 1995 - DECEMBER 31, 1997



CONTRACT

BETWEEN

THE CITY OF NEW YORK AND THE BOARD OF EDUCATION
LOCAL 107

AND

THE BOARD OF EDUCATION OF THE CITY OF NEW YORK

TO BE IN FULL FORCE AND EFFECT FROM AND AFTER THE DATE OF EXECUTION



CONTRACT BETWEEN LOCAL 1077 OF CWA, AFL-CIO
and
HOUSING AUTHORITY OF THE CITY OF EAST ORANGE
JANUARY 1, 1995 - DECEMBER 31, 1995

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EXHIBIT A - GRIEVANCE PROCEDURE FORM

HOUSING AUTHORITY OF THE CITY OF EAST ORANGE

PREAMBLE

Whereas, the Housing Authority of the City of East Orange, in the County of Essex, East Orange, New Jersey (hereinafter the "Authority") seeks to promote and maintain mutually harmonious relations between the Authority and those of its employees who are represented by the Communications Workers of America (hereinafter called the "Union") and who may be affected by the terms of this Agreement; and

Whereas, the Legislators of the State of New Jersey have enacted into law, Chapter 303, and Chapter 123 of the Laws of New Jersey, known as the "New Jersey Employer- Employee Relations Act" (N.J.S.A. 34:13a-1 et seq.); and

Whereas, the parties heretofore have agreed to enter into an agreement which shall not be inconsistent with the aforesaid Chapter 303 and Chapter 123 or rules or regulations and laws of the State of New Jersey; and

Whereas, the Union is certified as an appropriate unit for the purpose of collective negotiations; and

Whereas, employees agree to cooperate with management within the obligations of this agreement to facilitate efficient Maintenance, Administrative and Clerical operations to ensure efficient and effective tenant services delivery.

NOW, THEREFORE, THIS AGREEMENT is made and entered into on this 14th day of November, 1995, and is effective as of the 1st day of January, 1995 (Nineteen Hundred and Ninety Five) by and between the Authority and the Union.

AGREEMENT

This Agreement made this 14th day of November, 1995, effective the 1st day of January 1995, by and between the Housing Authority of the City of East Orange, New Jersey, hereinafter referred to as the "Authority" and Communications Workers of America, hereinafter referred to as the "Union" for the establishment of an equitable and harmonious procedure governing the resolution of differences and the establishment of rates of pay, hours of work and all other conditions of employment, mutually agree as follows:

ARTICLE I
RECOGNITION

The Union is recognized as sole and exclusive bargaining agent for the purpose of collective bargaining in all matters concerning terms and conditions of employment.

ARTICLE II
CHECK OFF

1. The Authority agrees to deduct bi-weekly membership dues and initiation fees from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Authority and the Union and consistent with applicable law. The amounts to be deducted shall be certified to the Authority by the Secretary-Treasurer of the Union by the 15th of the month in which such deductions are made.
2. In the event that earnings for any monthly period are insufficient to cover the amount of the regular fee, then such deductions shall be made from the next pay period and so remitted.
3. The Authority shall remit the deductions collected by the 15th of the month from the employees to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, CLC, 501 3rd Street N.W., Washington, D.C. 20001-2797. Such sums shall be accompanied by a list of names and addresses of the employees for whom such deductions have been made.
4. All present employees of the bargaining unit who are not members of the Union shall have deducted from his/her salary eighty-five percent (85%) of the monthly dues established by the Union. Any new employee in this unit who does not make application for membership in the Union within thirty (30) days from the date of employment shall have deducted from his/her

salary by the Authority eighty-five percent (85%) of the monthly dues which amount shall be remitted to the union.

ARTICLE III
MANAGEMENT RIGHTS

1. The Union recognizes the Authority's right to direct and control its policies subject to Local, State, and Federal laws, regulations and obligations of this Agreement;
2. The Executive Director may from time to time establish, amend and supplement rules and regulations governing the internal operations of the Authority and the conduct and deportment of its personnel. Such rules and regulations shall not be inconsistent or in conflict with the provisions of any statute of the State of New Jersey and HUD rules and regulations. Such rules and regulations shall be binding on all personnel unless otherwise stated herein. They shall be appropriately posted;

ARTICLE IV
GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as a complaint or dispute by an employee in any unit of the Housing Authority. This include line and staff personnel of which a dispute or complaint is to the effect that the employee has been treated unfairly, inequitable, or improperly in terms of the application and interpretation of the aforementioned Agreement(s) or rules and regulations of the Housing Authority, except that the term "grievance" shall not apply to any matter where the pursuit of another manner of review is authorized by N.J. DOP Regulations or State Law or any rule or regulation of the State of New Jersey as well as the Department of Housing and Urban Development. Where an employee(s) proceeds under the procedure herein set forth or under N.J. DOP, the choice or option of forum so selected by the employee(s) shall act as an absolute bar to such employees' proceedings in the other forum. Such choice shall constitute an absolute election of remedies.

A grievance must be filed at STEP 1 within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or within thirty (30) calendar days from the date on which the employee should have known of its occurrence except payroll errors and related matters shall be deemed a continuous grievance and not subject to the thirty (30) day limitation.

HOUSING AUTHORITY OF THE CITY OF EAST ORANGE

Where a grievance is directly concerned and is shared by more than one employee, such group grievance may be initiated at STEP 2, if such step is the first level of supervision common to the several grievants.

A grievance which is not appealed to the next STEP within the prescribed time and in the prescribed procedure shall be deemed an acceptance of the decision rendered at the last step to which it was submitted. However, if due to an emergency, either party at any STEP, may request a relaxation of the applicable time constraints providing said request is submitted prior to expiration of applicable time period and the time extension requested is specific. This request must be agreed to by both parties, however, no request will be unreasonably denied.

3. PROCEDURE

STEP 1

In the event that any grievance should arise between an employee and his immediate supervisor or supervisors, the employee(s) together with the Union representative, shall present the grievance informally to the supervisor most immediately involved and every effort shall be made to resolve the grievance informally. The supervisor must respond to the grievant(s) within ten (10) working days from the date of the informal hearing.

STEP 2

If no satisfactory resolution of the informal presentation of the grievance is reached, the employee(s), together with the Union representative, must reduce the grievance to writing and shall submit it to the supervisor within five (5) working days. The Supervisor will in turn submit an answer in writing within three (3) days.

NOTE: ANY GRIEVANCE PROCEDURE MUST BE SUBMITTED ON THE GRIEVANCE REPORT FORM OF THE HOUSING AUTHORITY OF THE CITY OF EAST ORANGE. NO GRIEVANCE WILL BE CONSIDERED UNLESS SUBMITTED ON SAID FORM.

STEP 3

If no satisfactory resolution to STEP 2 is reached, the grievant(s) or the Union will then submit the grievance to the Executive Director or designee who shall within three (3) days schedule a hearing. Following said hearing the Executive Director or designee shall render a written decision within ten (10) days. A written record shall be kept of all such proceedings and

written findings of the Executive Director shall be issued to both the employee and the supervisor.

STEP 4

If no satisfactory resolution to STEP 3 is reached, the grievant(s) or the Union will submit within ten (10) days of receipt of the Executive Director's or designee's decision, the grievance in writing to the Chairman for a hearing before the Commissioners of the Housing Authority of the City of East Orange. Said hearing will be scheduled for the next regular scheduled board meeting. Following the hearing a written decision will be made within fifteen (15) days.

The Housing Authority of the City of East Orange shall limit its scope of review to the record of such hearing.

STEP 5

- A. In the event a grievance shall not have been settled as a result of STEP 4, the Union may have the grievance submitted to binding arbitration by giving notice within twenty (20) working days after the STEP 4 decision has been given to the employee(s) and the Union. A written notice of the request for arbitration shall be sent to the Authority requesting such arbitration to be conducted as described below.
- B.1. The arbitration shall be conducted by a single arbitrator who shall be selected from a panel submitted by the New Jersey State Board of Mediation or the American Arbitration Association. All expenses of the arbitrator shall be borne equally by both parties.
- 2. The dismissal or failure to continue the employment of a temporary or probationary employee shall not be arbitrable, and not subject to these procedures.
- 3. The arbitrator shall be empowered to hear and determine only those grievances within the scope of the definition of grievances which are arbitrable. In the performance of their duties, they shall be bound and comply with provisions of this agreement. The decision shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issues submitted no later than thirty (30) days following said hearing.

ARTICLE V
VACATIONS

1. Vacations shall commence with January 1st of each year and shall provide for days off in accordance with the schedule for provisional employees completing one full month of service and all permanent employees as set forth herefrom.
2. Vacation shall be granted beginning January 1st of each year and may be taken at any time during the year subject to the Executive Director's approval for the length of time designated by the employee up to a maximum amount permitted in the aforementioned schedule, provided however, that an employee may petition for accumulated vacation days in addition to those permitted during any one (1) year for days accrued over a two (2) year period. All requests for vacation leave must be submitted at least two (2) weeks prior to the requested time for the vacation to begin unless waived by the Executive Director. However, an employee may carry over from year to year no more than one (1) year accumulated leave. This shall not interfere with the present practice of applying for advanced vacation leave.
3. The following is a schedule of paid working days of vacation for total time of service:
 - a) Initial year of employment; one (1) working day for each month of paid service for the remainder of the calendar year following the date of employment (probationary or permanent). A fraction of a month shall be considered a full month for this provision.
 - b) One (1) year to five (5) years, inclusive; twelve (12) working days of vacation per year.
 - c) Six (6) years to ten (10) years, inclusive; fifteen (15) working days of vacation per year.
 - d) Eleven (11) years to fifteen (15) years, inclusive; seventeen (17) working days of vacation per year.
 - e) Sixteen (16) years to nineteen (19) years, inclusive; nineteen (19) working days of vacation per year.
 - f) Twenty (20) years and over, twenty three (23) working days of vacation per year.
4. No employee shall be denied any accrued vacation. No one in a supervisory capacity shall require any employee in his/her jurisdiction to work where it will result in a loss of accrued vacation time. Employees wishing to utilize their Annual Leave shall file a request for same on Housing Authority Form No. 2.

Application for Leave- General staff holidays which occur during an employee's vacation shall not be computed as a working day against vacation leave.

5. Advance vacation leave may be taken upon receipt of prior approval of the Executive Director. The amount of advance leave which an employee may request cannot exceed what he or she would normally accrue during that year.
6. Each employee shall upon termination of employment or retirement be paid for a maximum of one (1) year's accumulated but unused vacation days at the then in effect employee's daily rate of compensation.

Any employee covered by this agreement shall be entitled to receive vacation pay on the Friday immediately proceeding the employee's scheduled vacation.

In order to receive such vacation pay as described above, the employee shall file a request with the Executive Director or designee for such pay at least seven (7) days prior to the commencement of vacation.

ARTICLE VI
HOLIDAYS

The following days shall be Holidays with pay to employees actively on the payroll at the time of the Holiday:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| | Christmas Day |

In addition to the above holidays, employees will be given one half day off on every General Election Day and the Executive Director shall determine which employees will receive either morning or afternoon off.

If by any act of the legislative authority, the traditional date celebrating a particular holiday has been changed, the holidays listed shall, for purposes of this Article, be on such dates as are officially designated by such legislative authority and included in the official calendar of the Authority.

If a holiday shall fall on a Saturday, then that holiday shall be given as a day off on the Friday prior to that holiday. Should the holiday fall on a Sunday, then that holiday shall be given as a day off on the following Monday.

ARTICLE VII
BENEFITS

1. All permanent employees of the Authority shall be subject to the N.J.S. Retirement Fund and entitled to all benefits thereon.
2. The Authority will provide a Dental Plan and a Prescription Plan for the full family. The cost of these plans will be paid for by the Authority.

The Authority will continue present hospitalization, medical-surgical coverage. The above benefits shall not be reduced during the term of the contract.

ARTICLE VIII
SAFETY

1. The Authority shall provide, at no cost to the employee, foul weather gear for those employees who are in need of such clothing. In addition, the Authority shall provide any other safety gear which is required by the employee to function at his job duties in a safe environment.
2. A Safety Committee made up of two representatives from management and one from the Union shall meet as needed. A Safety Committee Meeting will be called by either party with a ten (10) day written notice.
3. That no employee shall have to go into a crawl space without a second accompanying employee until such time as walkie talkies are purchased and distributed by the Authority.
4. Maintenance Repairers will be given a walkie-talkie or some other communication device which will allow them to have and participate in immediate communication with whomever is needed.
5. The Union and the Authority agree to cooperate in the establishment of guidelines for health and safety of VDT operators.

ARTICLE IX
UNIFORMS

1. a) Provision of safety shoes which will be issued bi-annually for all permanent maintenance employees. The Authority shall issue one pair of high-top safety shoes and one pair of low-cut safety shoes for maintenance employees that satisfactorily complete a ninety (90) day probationary period. Thereafter, re-issuance of safety shoes to maintenance employees will be on or about the bi-annual anniversary date a maintenance employee initially receives safety shoes. Should a maintenance employee separate from employment with or without cause, shoes will be returned upon separation. If not returned, employee will be charged the replacement cost of said shoes on a pro-rata basis.
 - b) Issuance of four (4) pair of pants and four (4) shirts, two (2) long sleeved and two (2) short sleeved annually. And, further, the Authority agrees to issue one (1) full set of foul weather gear to each permanent employee bi-annually. Should a maintenance employee separate from employment, with or without cause, uniforms will be returned upon separation. If not returned, employee will be charged the replacement cost of said uniforms on a pro-rata basis.
 - c) A winter coat will be given to the maintenance employees and will be replaced for wear and tear or if damage causes purchase of a new one. If said coat is lost, it will be the responsibility of the employee to replace it.
2. The Authority shall supply tools for all craftsmen, maintenance personnel and all other employees requiring tools to be used in the course of their work. Such tools shall be placed in the care of the employees who shall be responsible for their care and use with the same degree of care as though said tools were their personal property. Employees shall repair or replace at their own expense tools which are damaged, lost or stolen as a result of their failure to exercise such high degree of care. The Authority shall provide for any special tools to be used in the performance of their duties, and shall be responsible for the maintenance and replacement of any tools that require special maintenance.
 3. All employees in the maintenance unit must wear their uniforms and safety shoes at all times during working hours.

ARTICLE X
TEMPORARY LEAVES WITH PAY

1. a) Permanent and provisional employees covered by this Agreement shall be entitled to receive three (3) days leave of absence with pay during the contract year to attend to necessary personal business.
- b) Request for such leaves must be filed when possible, in advance with the Department Head on a form prescribed by the Housing Authority. All leaves shall be approved by the Department Head. The granting of any personal leave day shall be subject to scheduling requirements of the Department and determined by the Department Head.
- c) All employees on leave with pay shall continue to receive full benefits provided by the Authority.
2. a) Leave with pay not to exceed five (5) working days shall be permitted where such absence is due to and necessitated by the death of a spouse who resided with the employee, mother, father and child of the employee and four (4) days for grandparents, grandchild, brother, sister, mother-in-law, father-in-law and other near relative which resides with the employee as part of a common household. The Authority may require reasonable proof of relationship. Such leave shall commence immediately following the date of the occurrence.
3. Jury Leave - Any employee who is called for Jury Duty shall be granted a leave of absence with pay for the period of the jury service. Said employee's pay shall be reduced by the amount received by said employee as compensation for serving as a Juror. This leave shall be in addition to the Annual Vacation leave.
4. Military Leave - A permanent, provisional or probational employee who is a member of the Armed Forces Reserve, National Guard or Naval Militia of the Military forces of the United States and is required to undergo field training therein shall be granted a leave of absence not to exceed two weeks, with pay for the period of such field training. This leave shall be in addition to the annual vacation. Said employee's pay shall be reduced by the amount received by said employee as compensation for such services.
5. Leave of Absence - Upon making timely written application, a permanently employed member of this unit may apply for leave of absence without pay for a period not exceeding six (6) months. Such request shall include the reason therefore and the Authority shall give due consideration to each application. Such leave of absence may be renewed for an additional

period, not to exceed six (6) months, upon formal written application to and subject to the approval of the Authority. No more than two (2) such leaves at maximum shall be permissible at any time.

Any employee granted such leave of absence shall have the right to be maintained on the same basis as all other employees, any employee welfare plans available to Authority employees for hospital costs, medical surgical benefits, major medical insurance and any other such benefits

upon regular payment by the employee on his/her behalf to the Authority of the cost of such continued participation in such employee welfare plans, provided the plan insurers will permit it.

ARTICLE XI SICK LEAVE

1. All permanent and temporary conditional employees of this Authority shall be entitled to one (1) working day of sick leave with pay for each month of service from the date of appointment up to and including December 31, the next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and he/she shall be entitled to such accumulated sick leave pay if and when needed.
2. Sick leave for purposes herein is defined to mean absence from duty of any employee because of personal illness by reason which such employee is unable to perform the usual duties of his/her position or exposure to contagious disease, or a short period for emergency attendance upon a member of the immediate family becoming critically ill and requiring the presence of such employee. Whenever an employee takes sick leave because of emergency attendance upon a member of the immediate family, the employee shall submit a doctor's certificate detailing the nature of the critical illness and a statement by the employee justifying his or her required presence. Sick leave shall not be interpreted as including an extended period where the employee serves as nurse or housekeeper during a protracted illness of a member of the family. Sick leave for a period of five (5) or more consecutive working days shall be granted only on a certificate of reputable physician on Housing Authority "Request for Approval of Sick Leave" form. Similarly, a doctor's certificate shall be required in each instance where an employee is out for two (2) or more consecutive days after having been out a total of ten (10) or more days

in any one calendar year. The Authority may require proof of illness of an employee on sick leave whenever such request appears reasonable.

3. An employee must notify his/her supervisor and the main office within one half hour of the time he or she is unable, because of illness, to report for duty. The Authority reserves the right to send a physician to the home of the employee to ascertain whether or not such employee is in fact ill and unable to perform his/her duties. Should the employee refuse to submit to an examination, or after examination, it is determined that such employee could have performed his/her regular duties, the employee shall forfeit his compensation for said day or days and/or be subject to disciplinary proceedings.
4. Should an employee take additional sick leave over and above his accrued sick leave, said employee will automatically be placed in the status of leave without pay for such period unless the Executive Director specifically authorized that said additional sick leave is to be charged against and deducted from said employee's vacation leave.
5. Each employee shall upon retirement be paid for one half of his or her then accumulated but unused sick leave days.
6. Retiring employees entitled to payment for unused sick leave days shall be paid at the employee's daily rate of compensation based upon the salary paid during the last year of employment up to a maximum of \$15,000.00
7. All other employees, except for those terminated for disciplinary cause or resigning without giving at least two weeks notice or leaving not in good standing for other reasons, shall upon termination of their employment be paid for one fourth of their then accumulated but unused sick leave days.

ARTICLE XII CHILD REARING

Upon application by an employee, a leave for child rearing purposes, without pay, shall be granted by the Authority for a period of not more than three (3) months after the birth of a child. An employee on leave shall be reinstated at any time during the period of such leave upon the request of the employee. An employee returning from child rearing leave of absence will be reinstated upon the giving of two (2) weeks notice and will retain the seniority held at the time the leave became effective, except

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that when the employee has completed ninety (90) days or more of a year it shall count as a full year. Seniority rights shall be maintained during the period of any leave of absence granted pertaining to this Article.

ARTICLE XIII
INJURY ON THE JOB

Workers' Compensation Insurance will be provided by the Housing Authority of the City of East Orange to all its employees as required by New Jersey Statute Annotated "Title 4 - Labor and Workers' Compensation, Articles 1 through 8.

Procedures for reporting injuries on the job will be determined by the insurance carrier and shall be provided by memorandum to all employees and posted on bulletin boards within the Authority.

ARTICLE XIV
SENIORITY

1. Seniority shall begin with the first day of hire as a permanent employee.
2. State Law and New Jersey Department of Personnel Rules and Regulations shall prevail in all cases of promotions and layoffs. Seniority shall be given consideration in the selection of employees to fill open or vacant positions and shall be a factor in consideration for positions of a promotional nature. The ability to do the job shall be the most important factor. All other factors being equal, seniority shall prevail unless prohibited by State Law.

ARTICLE XV
PROMOTIONS AND NEW POSITIONS

1. In the event any new positions in the field covered by the employees of this unit shall become available, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity for competing for such positions: Notice of all openings shall be posted in all places of employment for a minimum of five (5) working days. All notices of posting of positions that are vacant, new positions or promotional positions shall be made available to the Union.
2. In posting such notices, complete and full details with respect to all qualifications, job specifications and salary shall be included.
3. All employees in the unit shall have full and equal opportunity to compete for such positions. Any employee assigned or promoted to a higher promotional position shall be deemed to be on trial in such position and his status in that position shall be subject to the applicable provisions

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2. In posting such notices, complete and full details with respect to all qualifications, job specifications and salary shall be included.
3. All employees in the unit shall have full and equal opportunity to compete for such positions. Any employee assigned or promoted to a higher promotional position shall be deemed to be on trial in such position and his status in that position shall be subject to the applicable provisions under the rules and regulations of the Authority and the State of New Jersey Department of Personnel.

ARTICLE XVI
SUSPENSIONS AND DISCIPLINARY ACTION

Disciplinary action may be imposed upon an employee only for a just cause. Any disciplinary action or measure imposed upon an employee may be processed by that employee as a grievance. Such grievance shall not be arbitrable but may if so authorized be appealed in accordance with the State of New Jersey Department of Personnel.

When disciplinary action is contemplated, the Authority will give the employee and the Union a copy of the preliminary charge(s) prior to the interview with the employee. No entry shall be made in the personnel file or to any employee's record, intended for use or which may be used in disciplinary action against the employee, unless a copy of same is given to the employee.

All entries into an employee's personnel file shall be initialed by the employee. The employee's acknowledgment by initial does not mean agreement.

ARTICLE XVII
NO STRIKE OR LOCK-OUT POLICY

The Union and the members of this unit agree that during the period of this Agreement, there shall be no strike, work stoppage, or other concerted refusal to perform work by the employees covered by this Agreement. The Authority agrees that at no time will it institute a lock-out of the employees of this unit.

ARTICLE XVIII
PROBATIONARY CLAUSE

All employees appointed to a permanent appointment shall be subject to a working test period as defined in Title 4 of the New Jersey Administrative Code, Department of Personnel, except appointments from regular or special re-employment lists of appointments to a comparable or lower

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class title in lieu of lay off. The purpose of the working test period is to enable the appointing authority to evaluate the employee's work performance, in order to determine whether the employee merits permanent status. The work test period shall be 90 days and shall commence with the date of regular appointment.

Notwithstanding the preceding sentences of this clause, the Union and the Authority hereby agree that the foregoing terms are subject to the rules and regulations of the New Jersey Department of Personnel as contained in the New Jersey Administrative Code, as from time to time may be amended.

ARTICLE XIX

WORK SCHEDULE/BREAK TIME/OVERTIME AND GENERAL CONDITIONS

1. Except for such days as are designated as holidays within the calendar adopted by the Authority 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, the Authority work week and work day shall be determined by the Authority to ensure efficient and effective delivery of tenant services considering seasonal and facility needs. However, the work week schedule shall for maintenance personnel, consist of no more than five (5) days of eight (8) hours per day, with two (2) days off within a seven (7) day period and the two days off will be consecutive. Clerical employees will work from Monday through Friday, 8:30 A.M. - 4:30 P.M.

2. The Authority shall pay overtime to Maintenance Personnel for actual work performed in emergencies when a condition arises that could jeopardize the health, safety or welfare of a tenant(s). Furthermore, maintenance employees must comply with the Work Order Request Procedure in order to be compensated for hours worked.

Maintenance Personnel required to work overtime shall be paid at their regular rate up to forty (40) hours per week or eight (8) hours per day. For over 40 hours per week or over 8 hours per day, they will be paid at the rate of time and one half, except for live-in employees engaged in on-call work; as part of the rotation schedule. Should an occasion arise where a live-in employee is required to work at a building other than his own, overtime compensation shall be paid. Live-in personnel who are on call and respond to an emergency at a secondary site will receive overtime compensation in the amount of time and one half of their base hourly salary.

Clerical/Administrative Personnel required to work overtime shall be paid at their regular rate of pay up to 35 hours per week or seven (7) hours per day. For over 35 hours per week or over 7 hours per day, they will be paid at the rate of time and one half.

3. Break periods for employees will be as listed below:

*a. Maintenance Employees

10:00 - 10:15 a.m. and 3:00 - 3:15 p.m.

*b. Administrative/Clerical

10:00 - 11:00 a.m. and 3:00 - 4:00 p.m.

All maintenance, administrative and clerical employees are entitled to a fifteen (15) minute break subject to supervisor scheduling.

Lunch periods for employees will be as listed below:

*a. Maintenance Employees

12:00 noon - 2:00 p.m.

*b. Administrative/Clerical

12:00 noon - 2:00 p.m.

All maintenance, administrative and clerical employees are entitled to a one hour lunch break subject to supervisor scheduling.

4. Live-in building maintenance personnel will execute a Condition of Live-In Agreement. If due to family circumstances a need arises for another apartment, the Authority will endeavor to accommodate the superintendent and his/her family. The live-in superintendent is required as a part of the conditions, terms and benefits of employment, to perform work on a 24 hour basis without compensation beyond the agreed upon base salary. The Authority shall prepare and post a monthly work schedule one (1) month in advance of work assignments. Residence maintenance will be scheduled on a rotating basis with four (4) weekends on and one (1) weekend off.

5. In the event of a continuous absence of at least 90 days and a position is not immediately filled, a temporary replacement shall be hired. If a temporary replacement is not hired and a current employee fills the position for at least 45 days, the current employee shall be paid at a higher wage for the time spent in the higher position commencing at the termination of 45 days.

ARTICLE XX
BULLETIN BOARDS

ARTICLE XXI
TRAVEL ALLOWANCE

Any member of the bargaining unit who may be called upon to travel from his assigned station to another installation for carrying out his duties shall be compensated by the Authority for his cost of travel within one (1) month of receipt of the voucher unless he is transported by the Authority. Employees shall be paid a mileage rate identical to that paid by the City of East Orange for use of their personal vehicles. Any employee who has not submitted a voucher within 30 days of the completed travel will be deemed to have waived his right to compensation.

ARTICLE XXII
OTHER PROVISIONS

Subject to the terms and conditions expressed in this Agreement, the Authority agrees not to change unilaterally, any existing policy affecting the terms and working conditions of its employees.

ARTICLE XXIII
EMPLOYEE ASSISTANCE PROGRAM

The Union and the Authority will jointly agree upon a written procedure for an Employee Assistance Program.

ARTICLE XXIV
BONDS

The Authority shall continue in effect the United States Savings Bond deduction program. The Savings Bond Program will be on a voluntary basis and the employee must give written authorization to the Authority to make such deductions from the employee's salary.

ARTICLE XXV
NON-DISCRIMINATION

The parties shall not discriminate against any employee or applicant for employment, or membership in the Union or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, age or marital status. No employee shall be discriminated against or interfered with because of proper Union activities.

ARTICLE XXVI
LOCKER AND SHOWER FACILITIES

HOUSING AUTHORITY OF THE CITY OF EAST ORANGE

origin, ancestry, sex, age or marital status. No employee shall be discriminated against or interfered with because of proper Union activities.

ARTICLE XXVI
LOCKER AND SHOWER FACILITIES

The Authority agrees to provide the maintenance employees with individual locker facilities.

ARTICLE XXVII
MATTERS NOT COVERED

Negotiations respecting changes in or additions to this contract involving matters not related to employee wages, hours and conditions of employment considered but not incorporated in this

Agreement, may be reopened if both parties agree thereto. The Negotiating Committee shall meet, unless otherwise mutually agreed upon, within seven (7) calendar days of the receipt of such request. The negotiations shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

ARTICLE XXVIII
UNION STEWARDS

1. The Union shall furnish the Authority or other designees of the Authority with a list of the Union Stewards and their locations. The Union shall notify the Authority of any changes. The Authority will furnish the Union with a list of names and addresses and work locations of all the employees in the unit twice a year.
2. Both parties agree to recognize and deal with only properly authorized Authority employees or Union representatives with reference to employee activities and Union business. Commissioners shall deal with employees through their supervisors, except for emergencies. Commissioners shall not criticize or complain of employee's performance directly to employees. Employees shall follow the grievance procedure and shall not criticize or complain directly to Commissioners.
3. The Authority recognizes the right of the Union to designate 2 stewards, and 2 alternates each to represent the Union and the employees covered by this Agreement. The Union shall furnish the Authority with the names of the stewards and the alternates and will notify the Authority of any changes.

HOUSING AUTHORITY OF THE CITY OF EAST ORANGE

The authority of the stewards or alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this agreement. If both parties agree that it is necessary for a steward to perform any of such duties during his or her working time, the steward shall be released from work by his or her supervisor as soon as convenient to the Authority and only to the extent necessary to make the investigation and for conferring with the Authority's representative.
- b. The transmission to the Authority's representatives of messages and information which shall originate with and are authorized by the Local Union or its officers;

Otherwise the Steward shall be required to perform his or her duties in the same manner and to the same extent as other employees.

Any settlement of a question by the Steward and the supervisor of an employee involved in a dispute shall be reviewable by the Authority and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this agreement.

An employee may have Union representation if there exist reasonable grounds to fear that discipline will occur directly as the result of the interview with the Authority's representative. The non-availability of the Union representation shall not serve as a reason to unduly delay the meeting. This representation shall not apply to informal and general discussion of Department operations and individual performance.

ARTICLE XXIX
LONGEVITY

All employees will receive a 2% increase in their regular salaries effective upon their completion of ten years continuous employment by the Authority.

ARTICLE XXX
WAGES

1. There shall be no difference between the pay given to any worker carrying out a full program of work or services regardless of sex.
2. All of the Authority's employees covered by this contract shall receive increases in pay subject to the terms and conditions and in the amounts set forth below:

HOUSING AUTHORITY OF THE CITY OF EAST ORANGE

- a. Five (5%) percent salary/wage increase (i) for all employees who were employed by the Authority as of January 1, 1995 or thereafter, and who remain as employees as of the date of execution of this contract by the Authority (ii) computed upon salary of the employee in effect at the later of either December 31, 1994 or his or her date of hire; and (iii) the retroactive portion of said increase to be paid as soon as practical after execution of this contract.
- b. Three (3%) percent salary/wage increase (i) for all of the Authority's employees covered by this contract and employed as of January 1, 1996; (ii) computed upon salary of the employee in effect as of December 31, 1995.
- c. Three (3%) percent salary/wage increase (i) for all of the Authority's employees covered by this contract and employed as of January 1, 1997; (ii) computed upon the salary of the employee in effect as of December 31, 1996.

ARTICLE XXXI
TERMS OF AGREEMENT

The term of this Agreement shall be in force through December 31, 1997. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

This Agreement shall remain in full force and effect on a day to day basis during the collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered or certified mail (Return Receipt Requested), in which event this Agreement shall terminate five (5) days following receipt of such notice.

It is further agreed and understood that this agreement consists of the Preamble, XXXI Articles, Exhibit A, and 20 pages.

HOUSING AUTHORITY OF THE CITY OF EAST ORANGE

IN WITNESS WHEREOF the parties have by their duly authorized representatives executed this Agreement as of this 14th day of November, 1995.

ATTEST: Harry Jackson
Secretary

HOUSING AUTHORITY OF THE CITY OF
EAST ORANGE

Paul G. Davis
Chairman

COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Adrienne L. Taylor
Staff Representative

Ray M. White

Audrey L. Coleman

Kathy Waters / Robert Paul

