

8/29/06

AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE CITY OF NEWARK
(NEWARK, NEW JERSEY)

- and -

ESSEX COUNTY BUILDING AND CONSTRUCTION
TRADES COUNCIL
(Crafts Outside)

April 1, 2004 through March 31, 2007

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	NON-DISCRIMINATION	4
VI	WAGES AND SPECIAL CONDITIONS	4
VII	HOURS AND WORKING CONDITIONS	5
VIII	MINIMUM PAY AND REPORTING TIME	7
IX	UNION REPRESENTATION	7
X	BENEFIT FUNDS AND TEMPORARY DISABILITY	7
XI	PREMIUM	8
XII	SAFETY	8
XIII	GRIEVANCE AND ARBITRATION	8
XIV	DISCHARGE	12
XV	NO STRIKE NO LOCKOUT	12
XVI	SEVERABILITY	13
XVII	FULLY BARGAINED PROVISIONS	14
XVIII	DURATION	14
	LABOR ORGANIZATION (Signature Page)	15

PREAMBLE

THIS AGREEMENT entered into this _____ day of _____ 2006 between the HOUSING AUTHORITY OF THE CITY OF NEWARK (hereinafter referred to as the "Employer") and the ESSEX COUNTY BUILDING TRADES 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 temporary employees engaged in the work covered by the terms of this Agreement hired by the Employer consisting of Asbestos Workers, Bricklayers, Carpenters, Composition Roofers, Electrical Workers, Elevator Construction, Ironworkers, Laborers, Lathers, Operating Engineers, Painters, Plumbers, Tile Workers, Sheet Metal Workers, Sprinkler Fitters and Steam fitters and Boilermakers.

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 of 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 Authority hereby retains unto itself 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:

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, and by whom. 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 appropriate 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, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.
6. To lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
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. 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, precase, prefabricated or preassembled materials, tools or other labor saving devices. Nor shall there be any limitation upon choice of materials or design.

D. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules and regulations shall be limited only by the terms of this Agreement provided such terms are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE IV EMPLOYMENT AND HIRING

A. Employment shall be in accordance with the 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.

C. MEDICAL EXAMINATION - As a prerequisite to employment assignments at the Housing Authority, all trades personnel affiliated through the Essex County Building and Construction Trades Council shall provide a verification of a physician's medical examination within the initial year of employment. Each subsequent year, the trades person will be asked to provide updated documentation of medical examinations.

ARTICLE V
NON-DISCRIMINATION

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 Council's 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 resulting 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 eighty-eight (88%) percent of the rates specified in the Agreement between the Union and the appropriate contractor's association.
2. A Journeyman who has been appointed as Foreman shall receive eighty-eight (88%) percent of the

rates specified for Foreman in the Agreement between the Union and the appropriate contractor's association.

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 Social Security and Worker's Compensation Insurance with a company or an association of self-insurers authorized to do business in this State 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 each month from the wages of that employee 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 by 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 (½) hour, shall constitute a work day, except that the starting and quitting times may be changed, upon prior notice to the Union by the Employer, to take advantage of daylight, traffic conditions or unusual circumstances beyond the control of the parties.

C. HOLIDAYS: Holidays on projects shall be as follows:

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

1. All of the above shall be non-paid holidays with the exception of Christmas and New Year's Day.
2. In the event that the above-mentioned holidays shall be on a Sunday, upon the approval of the Employer, the Monday following shall be observed as a holiday. In the event that any of the holidays heretofore mentioned shall fall on a Saturday, upon the approval of the Employer, the Friday before shall be observed as a holiday.

D. PAY DAY: Wages due shall be paid to all employees bi-weekly and not later than five (5) days following the pay period in which earned.

E. There will be no 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 (1½) the basic hourly rate of pay.

ARTICLE VIII
MINIMUM PAY AND REPORTING TIME

A. With the exception of new hires, 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.

B. Any employee who reports for work at the regular starting time and who commences 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 working man, appointed by the Union, whose duties shall be those outlined in the respective local collective bargaining agreement, as the working steward on the job. However, those duties shall not interfere with the work of any employees of the Employer including the working steward.

ARTICLE X
BENEFIT FUNDS AND TEMPORARY DISABILITY

A. Where a Union's 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 basis at one hundred percent (100%) of the Agreement between the Union and the appropriate contractor's association.

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

The Employer shall not be required 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 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 a dispute arising from the interpretation, application or alleged violation of this Agreement and may be raised by the Union on its own behalf where applicable or on the behalf of an employee or group of employees or by the Authority.

B. STEPS OF THE GRIEVANCE PROCEDURE (UNION GRIEVANCES)

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 its own behalf where applicable or on behalf of an aggrieved employee or group of employees of the Authority shall file its grievance under the provisions hereof within fifteen (15) calendar days of the occurrence of the grievance. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance, unless the time limits are extended by mutual agreement of the parties. Nothing shall prohibit the parties from making an effort to informally resolve their differences before the fifteen days period elapses.

The employee's supervisor shall render a written decision within seven (7) 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 Personnel Director within seven (7) calendar days after receiving the Authority's Step One decision. The Personnel Director shall render a written decision within seven (7) calendar days after receipt of the grievance. The Personnel Director, in his or her sole discretion, may schedule a grievance hearing at the request of the Union representative. The Personnel Director or a person designated by the Personnel Director will preside over the hearing. In the event such a hearing is held, the Personnel Director or his designee shall render a written decision within seven (7) 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. The arbitrator shall be without power or authority to render advisory opinions, to grant interim or injunctive relief, to award interest, to award punitive damages, or to retain jurisdiction after rendering an opinion and award.
6. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
7. The cost of the arbitrator shall 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 Personnel Director within fifteen (15) calendar days from the date of the occurrence or matter giving rise to the grievance. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance, unless the time limits are extended by mutual agreement of the parties. A meeting shall be held within ten (10) calendar days after the filing of the grievance between the Personnel Director and the Union representative.
2. The Union shall respond to the grievance in writing within five (5) 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.

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 moving party of the other party'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 except where otherwise required by law.

ARTICLE XIV
DISCHARGE

A. The Employer may discharge any employee for just cause. Upon the Union's request, the Employer shall give notice of said discharge to the Trades Council, in writing, stating the reasons therefore.

B. In the event the Union or employee 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. 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 agrees that neither the Union nor any person acting in its behalf will cause or authorize members to 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.

C. The Union agrees that it will take all reasonable steps 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.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is 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 or 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 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 contradictory to 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 resulted 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.

ARTICLE XVIII
DURATION

A. This Agreement shall be effective from April 1, 2004 through March 31, 2007.

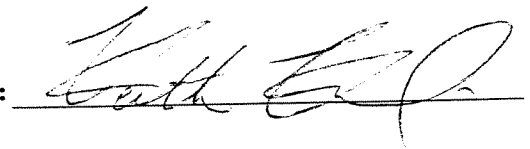
This Agreement will remain in effect from year-to-year, unless either party gives the other notification in writing no sooner than one hundred-twenty (120) days.

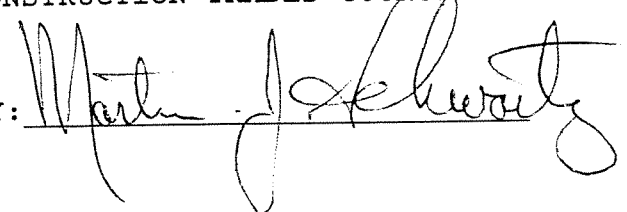
B. It is hereby agreed by and between the parties that nothing contained herein shall be binding, valid or have any effect unless and until approved by the United States Department of Housing and Urban Development.

C. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2006.

HOUSING AUTHORITY OF THE
CITY OF NEWARK

ESSEX COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL

BY: 

BY: 

Agreement between the Housing Authority of the City of Newark and the Essex County and Vicinity Building and Construction Trades Council.

2004-2007:

Signed for: William Trully
ASBESTOS WORKERS, I.U. #32

Signed for: Leo SA
OPERATING ENGINEERS, I.U. #825

Signed for: John Clark (jr)
CARPENTERS, I.U. #1342

Signed for: William J Kennedy
PLUMBERS, I.U. #24

Signed for: Monty Stewart
ELECTRICAL WORKERS, I.U. #164

Signed for: _____
TILE WORKERS, I.U. #7

Signed for: Edith Orr
LABORERS, I.U. #1153

Signed for: Joe Remach Jr.
SHEET METAL WORKERS, I.U. #25

Signed for: Vernon Swales
PAINTERS DISTRICT COUNCIL, #711

Signed for: Louis Landers
SPRINKLER FITTERS, I.U. #696

Signed for: George
BRICKLAYERS, I.U. #4

Signed for: August H. Cozz
STEAMFITTERS, I.U. #475

Signed for: David Croteley
COMPOSITION ROOFERS, I.U. #4

Signed for: _____
BOILERMAKERS, I.U. #28

Signed for: William T. Miller
IRONWORKERS, I.U. #11