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A G R E E M E N T

between

Newark Housing Authority

and

S.E.I.U — Local 305/617



APRIL 1, 1989 - MARCH 31, 1992

LOCAL 305 - NEWARK HOUSING AUTHORITY CONTRACT

APRIL 1, 1989 - MARCH 31, 1992

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RECOGNITION

Article I

This contract entered into this 1st day of April, 1989 between the Housing Authority of the City of Newark (hereinafter referred to as the "Authority" or "NHA") and Local 305, Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union"), represents the complete understanding on all bargainable issues between the Authority and the Union.

Whereas, the parties have carried on collective negotiations, regarding wages, hours of work and other terms and conditions of employment for certain employees of the Authority; and

Whereas, the parties have desired to embody the results of collective negotiations in a written agreement;

Now, therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1. The Authority recognizes the union as the exclusive collective negotiations representative of the administrative, clerical and maintenance employees of the Authority, exclusive of all employees in the skilled trades, administrative employees above Grade 14, the secretarial positions assigned to the Executive Director's Office, the secretarial positions assigned to the offices of the Assistant Executive Director and Chief of Staff. Notwithstanding, the Authority shall not be precluded by its execution of this agreement from seeking a determination by the Public Employees Relations Commission relative to the legality and appropriateness of the current scope of the bargaining unit.

Said recognition shall not be deemed to impair the State of New Jersey Department of Personnel (Civil Service) rights of any employees nor the constitutional, statutory, civil or any other rights of any employees of the Authority.

Section 2. There shall be no contracting out of work that will have an effect on current positions in the bargaining unit within the conventional Public Housing Program (including all clericals at Central Office and all personnel assigned for Central Office maintenance); with the exception of the non-maintenance positions of all RMC/RC (Resident Management Corporation/Resident Council) Projects. Local 305 shall continue to participate in any discussions relative to a possible alternative form of management for any units.

Section 3. It is the common objective of the parties to obtain economy and efficiency of operations, safety for employees, increased productivity, protection of property and cleanliness of projects and to cooperate to those ends. In order to achieve said common objectives, the parties agree to work jointly to improve upon such areas as organization of work, individual work effort and tenant cooperation with employees.

Section 4. Except as otherwise specifically provided in this contract, nothing in this contract shall preclude the right of the N.H.A. to determine the standard of service that it offers; determine the standards of selection for employment; direct its employees; take disciplinary actions, relieve its employees from duties because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations are to be conducted; determine the content of job classifications take all necessary actions to carry out its missions in emergencies, and exercise the technology in the performance of its work.

Section 5. Nothing herein shall impair the rights of the United States and the N.H.A. pursuant to the Annual Contributions Contract with the N.H.A., nor shall this Agreement conflict with pertinent New Jersey law and Regulations.

UNION MEMBERSHIP

Section 1A. The N.H.A. shall maintain a check-off of monthly dues of each employee from whom it receives voluntary, written authorization and transmit to the Union a check in the amount of deduction so made. Local 305 shall indemnify and save harmless the N.H.A. against any and all claims arising out of said check-off systems. In the event an employee is not eligible for payment on the date of customary dues deduction, such deduction will be made from the payroll of the next regular dues deduction date.

Section 1B. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demand, suits, or other forms of liability which shall arise out of or be reasons of action taken by the Authority in reliance upon a fair share assessment information as furnished by the Union to the Authority, or the reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such change deduction.

Section 1C. On or about the last day of each month, beginning with the month this agreement becomes effective, the employer will submit to Local 305, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

Section 1D. Twice per year (January 1 and July 1), the Authority will provide Local 305 with a roster of all Local 305 members and agency fee bargaining unit members.

Section 2. FAIR SHARE ASSESSMENT

Any new hire 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 N.H.A. eighty-five (85%) of the monthly Union dues.

The N.H.A. shall deduct the sum of eighty-five (85%) of the rate of S.E.I.U., Local 305 union dues from each and every non-union member of the bargaining unit represented by the Union.

Section 3. COPE DEDUCTION

The Housing Authority shall deduct and transmit to the Union, the Committee on Political Education deduction for members who have submitted a signed authorization card for such deduction.

Section 4. 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.

UNION BUSINESS LEAVE

SECTION 1.

Local 305 shall certify in writing to the N.H.A. the names of its officers, executive board members, its chief stewards, and other grievance committee members, at the time of execution of contract, and any changes thereto as may occur during the term of this contract. Local 305 shall have the right to select its shop stewards. The number of these stewards and the areas to be covered by each shall be determined by agreement between Local 305 and the N.H.A. in no event shall the number of shop stewards exceed 11.

SECTION 2.

Subject to N.H.A. regulations, the officer or any authorized representatives of the Union not in the employ of the N.H.A. in reasonable number shall, upon request by the Local 305 and approval by the N.H.A. have admission to the N.H.A. premises during working hours for the purpose of ascertaining whether this contract is being observed by the parties hereto, or to assist in the adjustment of grievances, as hereinafter provided.

SECTION 3. UNION LEAVE

N.H.A. shall release one (1) employee to be named by Local 305 from N.H.A. duties to devote full time at the direction of Local 305 to Local 305 business and activities including, but not limited to, the handling of grievances and negotiations. This individual shall retain his Civil Service title and shall receive normal pay, benefits and accrue seniority for that appropriate title, and in addition, shall be eligible for Civil Service promotional examinations. It is further agreed that this representative shall not be required to work on overtime schedules.

SECTION 4.

The two (2) Union members currently on leave, shall be phased out, effective December 31, 1989. Such phased out employees shall be returned to their previous positions with no loss of seniority, benefits, or salary.

SECTION 4.

A leave of absence without pay shall be granted by the N.H.A. to the additional Union member upon his personal request and the request of the Union as well as Local 305, provided he/she is a permanent employee as provided by law and the rules and regulations of the Department of Personnel Civil Service. Salary shall be paid to the employee of Local 305.

Such leaves shall be granted for a period of not more than one calendar year and shall be subject to the mutual approval of the N.H.A. and the Union. The mutual approval of Local 305 and the N.H.A. at least sixty (60) days prior to the end of the leave year.

When any individual granted such leave of absence returns to regular employment with the N.H.A., he/she shall be placed on the step of salary schedule that he/she would have attained had he/she been continuously employed during such absence. There shall be no loss of seniority or any other right available to him/her under the law or the terms of the agreement because of such leaves of absence.

Any employee granted such leave of absence shall have the right to have benefits maintained, on the same basis of all employees in any employee welfare plan available to N.H.A. employees: i.e., hospital costs, medical-surgical benefits, major medical insurance and any other such benefits with regular payment on his behalf to the N.H.A. as that officer administrator will permit it.

SECTION 5. All other Local 305 officials, stewards, and grievance committee person shall continue to work at their assigned jobs at all times and all Local 305 business meetings are to be conducted after working hours with the following exceptions:

(a) Local 305 shall be entitled to one (1) shop steward's meeting per month on Authority time, but shall not exceed two (2) hours at the end of the day.

(b) For the purpose of processing a grievance, the shop steward shall be entitled to meet with the aggrieved employee. Each shop steward shall represent Local 305 only at his assigned project.

(c) For the purpose of processing a grievance, the regularly scheduled grievance session with the Chief of Personnel and Labor Relations. One additional grievance committee member and a stenographer to be selected by the Union shall be entitled to attend this session only.

(d) The Union may designate an additional representative to participate in the monthly meetings with the Chief of Personnel and Labor Relations where there is an issue of Civil Service practice and procedure to a maximum of one (1) hour on Authority time.

Section 7. The Newark Housing Authority agrees to provide business leave with pay for four (4) delegates of the Union to attend Union educational seminars. A total of eight (8) such leaves may be used each year, provided that no individual shall be granted more than ten (10) days from January to December. The provisions of the section shall in no way restrict the Union from requesting additional such days or the N.H.A. from granting them. This business leave is to be used exclusively for participation in any convention or other regularly scheduled meetings or conventions of Labor Organizations with which the Union is affiliated, or for training programs of stewards and union officers and for which appropriate approval by the Personnel Director is required.

Section 8. Time for negotiations will be mutually agreed upon by the Union and the Newark Housing Authority. Members of the union negotiating committee shall be granted administrative leave with pay if negotiations take place on Newark Housing Authority time. No more than four (4) employees shall have the right to receive pay under this provision.

GRIEVANCE PROCEDURES

Section 1 - DEFINITION

A Grievance is defined as a complaint or dispute by an employee in the unit with the Newark Housing Authority or any agent of the Authority Administrative or Supervisory Authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this agreement, or any other rules and regulations of the Authority, or the New Jersey Department of Personnel, which may apply to the said employee.

Section 2 - GENERAL PROCEDURES

Step 1 - In the event that any grievance should arise between an employee and his immediate superior or superiors, the employee, together with a union representative, shall present the grievance informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

Step 2 - If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee, together with the union representative, may reduce the grievance to writing form to the aforementioned superior who shall respond in writing to the employee and who shall forward copies of his response both to the union and the appropriate personnel director of his designee.

Step 3 - If no satisfactory resolution of a step 2 grievance is reached within five working (5) days, the grievant or the union will appeal the decision at step 2 to the appropriate personnel director or his designee, who shall within five (5) days conduct a conference with the employee and a union representative to review the grievance. The appropriate personnel director or his designee shall submit a written decision on the grievance to the employee and the union.

Step 4 - In the event a grievance shall not have been settled as a result of the above procedures:

(A) The employee and the union will have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the step 3 decision has been given to the employee and the union. A written request for arbitration shall be sent to the Authority's grievance committee requesting such arbitration to be conducted as described below.

(B) The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.

(B-2) The arbitration shall be conducted by a single arbitrator. The NHA and the Union shall mutually agree upon a single arbitrator to be chosen mutually for a period of one year. The arbitrator shall be selected from a panel submitted by the New Jersey State Board of Mediation or the American Arbitration Association and the expenses of such arbitrator shall be borne equally by both parties. The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievances as contained in this article.

(C) In the performance of his duties it shall be bound and comply with the provisions of this agreement. He shall have no power to add to, delete from or modify in any way of the provisions of this agreement. His decision shall be binding and in writing and shall set forth his opinions and conclusions of the issues submitted. 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. His decisions shall not usurp the functions or power of the Authority as provided by law.

(D) The arbitrator shall be instructed by both parties that his decision shall be rendered no later than thirty (30) days after the step 4 hearing.

(E) At the end of each calendar year, the parties shall meet and review the continuance or the selection of a new arbitrator for the coming year.

Section 3 - GENERAL PROVISIONS

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

(B) Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to a higher step.

(C) Time limits provided for in this article may be extended by mutual agreement of the parties at the level involved.

(D) In the event that the time limitation imposed in the procedures outlined below, as to discussion, hearing, and decisions, is not complied with, the grievance shall be moved to the next step.

(E) Any and all provisions of this agreement pertaining to grievance and arbitration shall be subject to New Jersey Department of Personnel Rules and Regulations, and the grievance procedures established herein shall apply to any matter which is cognizable under the New Jersey Department of Personnel Rules and Regulations. Any employee in unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for being summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regard to this matter, he/she shall be accompanied by a representative of the union who shall represent him/her at any such hearing.

Section 4 - TIME LIMITS FOR FILING GRIEVANCE

A. A grievance must be filed at step 1- within sixty (60) calendar days from the date on which the act is the subject of the grievance occurred or sixty (60) calendar days from the date on which the individual employee should reasonably have known of its occurrence, except payroll errors and related matters shall be deemed a continuous grievance and not subject to the sixty (60) day limitation above.

B. In the event a grievance may result in monetary settlement is filed on or after March 1, responsible efforts shall be made to reduce the time limit set forth at each step of the grievance procedure so that the grievance procedure may be exhausted prior to the end of the fiscal year, March 31st.

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

(D) A grievance that is not appealed to the next step shall be deemed an acceptance of the decision rendered at the last step submitted.

(E) The sole remedy available to any employee for any alleged breach of this agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance and arbitration procedure, provided however, that nothing contained herein shall deprive the Authority or any employee of legal rights.

LEAVE OF ABSENCE

Section 1

Upon making timely written application, a permanent employee member of this unit may apply for a leave of absence without pay, for a period not exceeding six months (6). Such request shall include the reason therefore and the N.H.A. shall give due consideration to each application. Such leave of absence may be renewed for an additional period, not to exceed six months (6), upon formal written application to and subject to approval of the N.H.A. No more than two (2) such leaves per person at maximum shall be permissible at any one time based on the seniority of the department.

Section 2 - Court Leave: Employees who are subpoenaed to attend court as a witness or Juror, and attend court, shall submit to their Division head for transmittal to Personnel and Finance and Accounts, evidence of such attendance. Such employees shall be excused with pay from their regularly assigned duties for such time that they are in court attendance. However, any monies received by the employees for his/her services as witness or juror are to be refunded to the Authority. An employee who is notified in advance by the court that he/she need not be present in court on any specified working days is required to report for work during such days.

Section 3 - Military Leave:

Military Leaves of absence without pay will be granted to all bargaining unit employes of the N.H.A. inducted into the Armed Forces for the required length of service, according to the terms of applicable laws by Congress.

B. A NHA employee will be eligible for Military leave of absence if ordered to report for civilian work in the national interest under current applicable laws applying to conscientious objectors.

C. Upon return to the Newark Housing Authority system, such inducted employees will be placed on a step of the salary scale as if he had never left.

D. Reserves Duty - Newark Housing Authority employees called for active reserve duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for such periods.

Section 4 - Maternity Leave: Upon certification by a duly licensed physician and application by an employee, a leave for maternity shall be granted by the N.H.A. for a period of not more than seventeen weeks (17), in accordance with the State law minimum. An employee on maternity leave shall be reinstated at any time during the period of such leave upon request of the employee and examination by a duly licensed physician attesting to their ability to perform their duties satisfactorily.

Leave shall be extended for a period of one (1 Year) by the Newark Housing Authority for care of a child, if requested by the employee. An employee returning from maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective, except that when the employee has completed ninety (90) days or more in a calendar year, it shall count as a full year. Seniority rights shall also conform to new State and Federal regulations in reference to disability, sick and other compensation.

Section 5 - Administrative Leave:

Where the Department Director is ^{OF} ~~at~~ the opinion that a benefit may be derived by the Authority by having an employee attend conventions, conferences, seminars and meetings longer than one (1) working day, the Director or his designee shall indicate, in writing the employees who are to attend. Such employees shall be entitled to absence with pay for such time as they are in attendance at the convention, conference, seminar or meeting.

In all cases, request for leave to attend conventions, conference or meetings away from the ^{AUT} ~~Authority~~ recommended by the Department Director shall be submitted to the Personnel Department for transmittal to the Executive Director in advance of the scheduled conference, convention or meeting.

Where an employee is a duly authorized representative of any of the organizations listed in N.J.S.A.38:23-2, an/or N.J.A.C.4:1-17.9 and/or any amendments thereto, said employee shall be granted a leave of absence with pay for an aggregate period not to exceed five (5) days in any calendar year for the purpose of traveling to and from and attending any State or National convention of said organization. The Personnel Department will maintain a record of approvals for attendance to all of the above to insure that no employee exceeds the limit of five (5) days in any calendar year.

Section 6 - Return from Leave of Absence

Any N.H.A. employee returning to full time employment for the Newark Housing Authority upon termination of any sick leave or any other leave with pay, shall be returned to his/her previous title and position.

JOB INJURY COMPENSATION

Whenever an employee in the bargaining unit is absent as a result of personal injury caused by accident arising out of and in the course of his/her employment, the Authority shall:

A. Pay such employee the full salary and benefits on a regular basis for the period of such absence for up to one (1;) calendar year in accordance with the provision of New Jersey Laws.

B. The employee upon receiving the award from workmen's compensation shall remit or assign such award to ~~the~~^{THE} Authority immediately. The Authority shall not withhold any compensation as stated in Part A from the employee pending the award.

C. Any employee injured on ~~the~~^{THE} job, who has filled out an accident report ~~and~~^{AND} has been attended by an Authority Physician and told when to report back to work, shall not have his/her pay interrupted because he/she does not have any sick time.

The provision shall not apply if:

A. Injury has been declared non-compensable by the Authority's Workers Compensation Administrators.

B. An employee has been released to return to work and does not return to work.

C. Has been attended by an Authority Physician and told when to report back to work.

PROBATIONARY PERIOD

Section 1

Where a Civil Service list exists it may not be circumvented. Where no list exists, ^{file} the Newark Housing Authority will request an immediate examination and certification of the list by the Department of Personnel.

Section 2

Any employee who has passed a promotional examination and has been certified on a completed or incompletd list in a position where a provisional is presently employed, and there is no open competitive list the employee shall be hired and given a ninety (90) day probation period.

During that ninety (90) days an employee shall be evaluated if there is a problem. The evaluations shall be made at thirty (30) day intervals where ever possible. Such evaluations shall be made openly and every written evaluation of performance of any employee shall be submitted to ^{the} Union and the employ~~er~~^y by the individual authorized to make such evaluations.

Should the parties disagree upon the evaluation, then either party may initiate a grievance in according with the procedures set forth in this agreement.

Any employee ^{assigned} ~~assigned~~ or promoted to a higher promotional position shall be deemed to be on trial in such position and his/her status in that position shall be subject to the applicable provisions under the rules and regulations of the N.H.A. and the New Jersey Department of Personnel Commission.

The Newark Housing Authority shall have no obligation to re-employ any permanent employee who may be dismissed during his trial or probationary period.

FRINGE BENEFITS

Section 1.

In consideration of the mutually agreed upon wages set forth in this contract, Local 305 agrees that the amount expended by the N.H.A. for medical and dental coverage is provide, shall be limited to a sum equal to the rate in effect upon execution of this contract dated April 1, 1989. It is further agreed that any increase in premiums which might occur shall be met by employee contributions reflecting 50% of said increase. After April 1st, 1990 any increases in premiums shall be met by employees contributions reflecting 100% of said increase.

The following coverage shall be provided:

- A. New Jersey State Health Benefits Plan for Medical Coverage.
- B. The Foundation is available as an alternative.
- C. Group Dental Associates or the employees personal Dentist for Dental Coverage.
- D. The Authority reserves the right to change Insurance Carriers and/or to Self - Insure, so long as substantially similar Benefits are provided.

Section 2

The N.J. State short term Disability Plan will be implemented with employees being responsible for that portion of the premium consistent with the formula set forth in the plan.

Section 3

The Current Life Insurance Plan shall be continued. Any increase in premium over the base rates as of April 1, 1989 in excess of HUD inflation factor shall be paid by the employees.

Section 4

The current Long Term Disability Plan shall be continued. Any increase in premium over the base rates in effect as of April 1, 1989 in excess of the HUD inflation factor shall be paid by the employees.

Section 5.

VISION CARE (FAMILY PLAN) - The N.H.A. will provide to Local 3-5 the following for a Vision Care Plan (Family):

1. April 1, 1989 - \$50,000.00
2. April 1, 1990 - \$50,000.00
3. April 1, 1991 - \$50,000.00

This money is to be used for a Vision Care Plan. Local 305 will select an administrator to administer the Plan. The administrator will provide Local 305 and the N.H.A. with quarterly reports. Check will be issued to Local 305 on October 1, 1989 to coincide with the signing of the agreement. As per the agreement, \$50,000. is to be paid to Local 305 to administer the Optical Plan.

Section 6.

N.H.A. is providing through an outside carrier a voluntary deferred compensation program through payroll deductions.

Section 7.

Employees who retire after twenty-five (25) years of continuous service with the Authority shall be granted paid insurance benefits in recognition of their faithful service, under such uniform conditions as the governing body shall prescribe.

Section 8.

The Authority shall maintain coverage for all permanent employees on authorized leave of absence due to illness at no cost to the individual. Employees on an authorized leave of absence for reasons other than medical may maintain their membership by monthly payment to the carrier through the Authority based on ~~rates~~ ^{rates} currently in effect for the coverage ~~involved~~. ^{INVOLVED} The rates are not automatically the same for special program employees. For information concerning benefits for special program employees please contact the benefits section for the personnel division.

the Authority based on rates currently in effect for the coverage involved. The rates are not automatically the same for special program employees. For information concerning benefits for special program employees please contact the benefits section for the personnel division.

Section 9.

Implementation of ~~the~~ Prescription Plan for Local 305 members will become effective after HUD approval, selection of vendor, and Board approval. The N.H.A. will provide a Prescription Drug Plan for all members of the bargaining unit and their dependents/family Plan.

WORK WEEK

SECTION 1 - CLERICAL WORKERS

THE WORKING HOURS FOR CLERICAL EMPLOYEES SHALL BE FROM 8:30 A.M. TO 5:00 P.M., EXCLUSIVE OF ONE (1) HOUR FOR LUNCH, except flexible hour agreements between employer and employee with a copy to Local 305.

SECTION 2 - MAINTENANCE EMPLOYEES

All maintenance employees are required to work on a twenty-four (24) hour per day, seven (7) day per week basis, each employee will work eight (8) hours per day, five (5) days per week, Saturday and Sunday being considered work days, in schedules as shall be adopted by the N.H.A. and through its appropriate supervisory personnel.

All maintenance employees shall receive one-half ($\frac{1}{2}$) hour lunch on every shift.

SECTION 3 - DIFFERENTIAL PAY

All employees covered by this collective bargaining unit, working on any shift other than the first shift or any shift on Saturday or Sunday shall be entitled to premium pay rate of \$0.45 per hour for those hours which are outside of the normal shift for that location.

When an employee is assigned to a first shift and has been re-scheduled to work on any other shift temporarily, he shall be entitled to premium pay for that shift. When an employee is permanently assigned to the premium rate shift and is assigned temporarily to the first shift, he shall continue to be paid the premium pay rate.

SUSPENSIONS AND DISCIPLINARY ACTION

SECTION 1

Disciplinary action may be imposed upon an employee only for a just cause. Any disciplinary action or measure imposed upon an employee, or any intent to invoke disciplinary action upon said employee may be processed by that employee as a grievance.

In the administration of this article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. In all matters where disciplinary action is contemplated, the N.H.A. shall supply the employee and the Union office with the charges and any written documentation submitted from which charges are drawn. This information shall be submitted no less than five (5) days prior to the scheduling of any disciplinary hearing.

SECTION 1A

If the employee disagrees with the disciplinary action, the employee and the Union shall be entitled to a hearing prior to suspension, except in the case of an act of violence, criminal intent or bodily harm.

SECTION 2

Any disciplinary action shall be progressive except in the case of an act of violence, criminal intent or bodily harm, an employee shall not receive any disciplinary action unless:

1. Verbal warning.
2. A notice of warning is given, and a copy of such warning must be given simultaneously to the Union office.

SECTION 3

If the N.H.A. or any authorized agent of the N.H.A. has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public. A member of the unit who receives a verbal or written administrative order to report to the Personnel Department, a supervisor or other administrative officer on a matter involving discipline, may be accompanied by a representative of the Union at the employee's request.

If during the course of a discussion between an employee and a representative of the employer, a matter may arise which would lead to a question of discipline, suspension, or discharge, the employee may, at that time request such Union representative.

SECTION 4

The N.H.A. and the Union agree that there will be no harassment of either party of a pending grievance, disciplinary action or arbitration while said action is in progress.

SECTION 5

If an employee has a disciplinary action hearing the decision of the Hearing Officer shall be rendered within thirty (30) days.

SECTION 6

In the event an employee is given an immediate suspension for an over act, he/she must have a hearing within ten (10) days of his/her suspension.

SECTION 7

If an employee is terminated as a result of a disciplinary hearing, excluding an act of violence, criminal intent or bodily harm, said employee must be given (5) days written notice.

SECTION 8

Any and all written reprimands concerning disciplinary actions

shall be removed from the employees personnel file three (3) years after the date of the reprimand at the request of the employee. Any memorandum, notation or disciplinary action removed from the employees file shall not be used in any future disciplinary action.

Any act of violence, criminal intent, or bodily harm will only be removed after five (5) years at the request of the employee.

HEALTH AND SAFETY

SECTION 1 - Committee

The Newark Housing Authority agrees to maintain a safety committee to review and make recommendations concerning safety and sanitary conditions at work locations.

SECTION 2 - Office Temperature

In the event that the temperature in any of the respective offices of the N.H.A. drops below sixty (60) degrees during the winter months, or rises above seventy-five (75) degrees during the summer months, the N.H.A. office personnel shall be reassigned at the discretion of the Executive Director.

SECTION 3

In the event that the temperature in any of the respective locations of the N.H.A. drops below twenty (20) degrees during the winter months, or rises above ninety (90) degrees during the summer months, the N.H.A. maintenance workers shall be reassigned at the discretion of the Executive Director.

SECTION 4 - Rest Periods

All employees shall receive two (2) fifteen (15 minute rest periods per shift.

SECTION 5

The N.H.A. agrees to provide employees with locker facilities, and shower facilities will be provided where available.

MANAGEMENT RIGHTS

SECTION 1

It is common objective of the parties to obtain economy and efficiency of operations. safety for employees, increased productivity, protection of property and cleanliness of projects and to cooperate to those ends. In order to achieve said common objectives, the parties agree to work jointly to improve upon such areas as organization of work, individual work effort and tenant cooperation with employees.

SECTION 2

Except as otherwise specifically provided in this contract, nothing in this contract shall preclude the right of the N.H.A. to determine the standards of service that it offers, determine the standards for selection for employment, directs it employees, take disciplinary action relieve its employees from duties because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations; determine the means, method and personnel by which its operations are to be conducted; determine the content of job classifications, take all necessary actions to carry out it's mission in emergencies and exercise the technology in the performance of its work.

SECTION 3

Nothing herein shall impair the rights of the United States and the N.H.A. pursuant of the annual contributions contract with the N.H.A. nor shall this agreement conflict with pertinent New Jersey State Laws and Regulations.

SECTION 4

Prior to the implementation of any rules or regulations affecting any permanent change in hours, wages or working conditions of employees in this unit by N.H.A. or any of its authorized adminsitators, the Union shall be notified within seventy-two (72) hours. (Please refer to Work Week, Section 1).

UNIFORMS

SECTION 1

It is agreed that the Newark Housing Authority will continue to provide uniforms and protective clothing for all maintenance employees covered under this bargaining unit.

It is also agreed that the Newark Housing Authority will provide three (3) summer uniforms and three (3) winter uniforms including winter jackets for all maintenance employees covered under this bargaining unit.

Said uniforms to be maintained by the employees, a uniform allowance will be given each year, at six months intervals, in the amount of \$37.50 per employee. Allowance to be paid in June and December of each year.

SECTION 2

In order to exchange said uniforms, employees must return old uniforms for replacement.

SECTION 3

Employees who have been issued a uniform, shall wear the regulation uniform in its entirety.

TRANSFERS

SECTION 1

The parties agree that there shall be no mass transfers of staff without just cause. It is understood management may transfer employees as required during the day-to-day operations of the N.H.A.

SECTION 2

Employees of this unit who wish to make application for transfer or assignment to any existing vacancies, shall submit such applications in writing to the Personnel Director or his designee, and such application shall include in order of preference, the location wherein the employee wishes to be transferred. Any selection to fill any existing vacancy by those employees requesting transfer shall be based on consideration of seniority, qualification, assignment compatibility, and personal preference.

SECTION 3

While serving in the capacity of steward or officer, an employee will not transferred to another location without ten (10) working days notice to the Union and employee.

SECTION 4

Any employee who has been involuntary transferred because of budget cuts from any location in the bargaining unit shall be given first consideration to be reassigned to that location in the event the position at that location is restored, providing the employee requests the transfer.

PROMOTIONS AND NEW POSITIONS

SECTION 1

In the event any new positions in the field covered by the employees of this unit are opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity of competing for such positions.

1. Notice of all openings shall be posted in all locations and 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 sent to the Union one day prior to the date of posting such position.
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 any such position based on seniority and their being able to meet the required qualifications. In all cases where promotional exams are held, bargaining unit member shall be selected. Should no bargaining unit member be found eligible, the N.H.A. may select from the open competitive list.
4. Promotional rights shall be on a seniority basis, with first preference given to employees in their respective units.
5. Where no New Jersey Department of Personnel Certification exists, the N.H.A. shall post the said position shall be open to Newark Housing Authority employees only. Where no applicants have been selected from N.H.A. employees, the N.H.A. reserves the right to open said position to outside recruitment.

MISCELLANEOUS

Section 1

A Labor Management Committee consisting of representatives of the N.H.A. and the union shall set up for the purpose of reviewing issues of common interest. Such committee shall meet not less than two (2) times a year.

Section 2

The N.H.A. shall establish orientation programs for all new employees within various departments. The union will be invited to the orientation programs for new employees. Prior notification shall be given to the union of training programs and the contents thereof with a listing of the selection of people eligible to take such training program, so that Local 305 can work in conjunction with the Personnel Department in compiling the list of participation.

Section 3 - PERSONAL VEHICLES

The N.H.A. will take appropriate steps so that a person using their car on N.H.A. business must first be authorized to do so, and will not be so authorized unless he or she has submitted evidence of public liability insurance and property damage insurance coverage. The N.H.A. will have secondary liability insurance on such cars. Employees using their cars are entitled to eighteen cents (.18¢) per mile. Department heads are to advise all personnel of these regulations. However, no employee will be penalized for not wishing to use his or her own automobile for N.H.A. business, unless initially agreed to in writing by the employee and management in terms of specific conditions of employment for the position sought by said employee.

Section 4

The N.H.A. shall issue to all of its employees a N.H.A. identification card, which must be worn during working hours for security purposes, or be subject to disciplinary actions. The N.H.A. will pay for renewal of badges when appropriate as noted below. The determination of the changes in badges, either in form or in content, will rest with the Authority and employees covered by this agreement will be advised of any change in the badges by memorandum from the appropriate authority personnel. The Authority will pay for all badge renewals, except where the employee has previously lost his badge for deliberately destroyed his badge prior to any renewal. In these cases, the employee will be required to pay for any renewed badge.

Section 5 - WORKING IN HIGHER POSITION TITLE

Any employee assigned to work in a classification over and above his/her normal job description shall be paid at the appropriate rate of base pay for that job. Qualification for this pay shall be based on filling the vacancy for twenty (20) days. On the 21st day, the appropriate rate of base pay will become effective.

Section 6

The N.H.A. shall recognize the faithful and dedicated service of its employees. The Authority shall present the following service awards - pins/tie tacs in recognition of years of service:

- 10 years - Ruby
- 15 years - Emerald
- 20 years - Sapphire
- 25 years - Diamond

It is hoped that these momentos will be accepted as a sincere expression of the Authority's gratitude for the years of service indicated.

Section 7 - TUITION ASSISTANCE PLAN

In an effort to further the goals of the N.H.A. and provide an incentive to employees to continue their education and career training, the Authority provides a Tuition Program.

Generally, this program will provide reimbursement of tuition costs for work related courses, and if funds allow, toward general courses in a matriculated program.

All full-time employees who are either permanent or who have sixteen (16) weeks of continuous provisional employment will be eligible to apply. Generally, priorities will be based on performance rating, relationship of training to job, and availability of funds.

A Tuition Aid Committee consisting of the Chief of Personnel, the Budget Director and three (3) individuals designated by the Executive Director will review all applications and recommend approval. Specific detail of the Administration of the program are available in the Personnel Division.

Section 8

All maintenance employees will be provided with the necessary tools and supplies by the N.H.A. in order to perform various job functions. All tools and supplies while in the possession of maintenance employees will be their responsibility to adequately secure and maintain. Improperly cared for or lost tools and supplies will be repaired or replaced at the expense of the responsible employees. If the responsible employee fails or refuses to reimburse the Authority, appropriate disciplinary action may follow in addition to his/per paycheck being docked for the value of the lost or repair incurred.

Section 9

Should it become necessary to displace any employee due to the introduction of any new automated equipment, N.H.A. will do one of the following:

- A. Reassign employees to other comparable vacancies,
- B. Train displaced employees to operate new equipment as far as is feasible.

Section 10

The Authority agrees to continue training programs for Supervisors relative to the use of our employee evaluation system. The full time representative shall be invited to participate in all such training programs.

SICK, PERSONAL AND VACATION LEAVE

Section 1.

A. The N.H.A. agrees that for the duration of this agreement, its vacation policy, as such policy relates to the number of vacation days and vacation pay of all bargaining unit employees covered by this unit shall be continued and there will be no reduction for the duration of this agreement.

B. Vacation Leave will be as follows:

Up to one (1) year of service - one (1) vacation day for each month of service, up to twelve (12) days.

1 - 5 years of service - 12 vacation days per year

5 - 10 years of service - 14 vacation days per year

10 - 15 years of service - 17 vacation days per year

15 - 20 years of service - 20 vacation days per year

After 20 years - 25 vacation days per year.

C. In the case of severance from the job for any reason, including retirement, any accumulated vacation shall be paid in a lump sum on the effective date of severance or retirement shall be scheduled in order to afford the employee time in which to avail himself/herself of such accumulated time. The details of payment must be accordance with the time limits and laws.

SICK, PERSONAL AND VACATION LEAVE (CONT.)

Section 2 - SICK LEAVE DEFINED

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

Section 3 - SICK LEAVE

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

Section 4

When a permanent employee has exhausted all accumulated leave time due to illness, the N.H.A. will pay the insurance premiums due for the employee currently provided under an insurance package of the New Jersey State Plan, as agreed.

Section 5 - SICK LEAVE AT RETIREMENT

Upon normal retirement, an employee shall receive a payment equivalent to a maximum of one half ($\frac{1}{2}$) of his/her accumulated sick time; the sum of which shall not exceed \$15,000.00.

SICK, PERSONAL AND VACATION TIME (CONT.)

Section 6 - PERSONAL LEAVE

Each employee of the bargaining unit shall be entitled to five (5) personal leave days yearly.

Section 7

All employees covered by this Agreement shall be granted a period of up to five (5) days, with full pay, in case of death in the immediate family. Such absence shall be treated as administrative leave and not charged against the employee's leave record.

Immediate family is defined as husband or wife, child, parents, step-parents, step-children, or anyone else who has played a "parent" role.

It is understood that inasmuch as documentation of a "parent role" is difficult to provide, the Personnel Division is permitted some latitude in granting leave time in this instance, before leave is taken.

Employees who avail themselves of the above privilege shall, upon their return to work, furnish documents substantiating their leave. These documents shall be forwarded to the Personnel Division and attached to the employee's file.

CONFORMITY TO LAW AND SAVING CLAUSE

If any provisions of this agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

BULLETIN BOARDS

All notices and announcements for union meetings, appointments, and activities of a recreational or social nature appearing on bulletin boards should appear with the letterhead of SEIU Local 30 and/or should be signed by the president or a designated representative of the Local 305 to indicate that the notices and announcements are in fact Local 305 business.

OVERTIME

Section 1

Overtime shall be defined as extra work by a member of the unit above the regular work hours which prevail at the time of the ratification of this agreement, or any time during a holiday, Saturday or Sunday, if Saturday or Sunday is not a regular work day. All such overtime shall be calculated on the basis of time and one-half, that is the regular hourly rate of pay multiplied by one and one-half (1½).

Section 2

For purposes of calculating such overtime, time reports shall show the amount of time worked to the nearest quarter of an hour.

Section 3

- A. All overtime payment shall be no later than the second payroll period following the period in which overtime is worked.
- B. Administrative and clerical employees, except those in supervisory categories and Grade 6 through Grade 12, who are not necessarily covered by section 1 above of this Agreement shall be entitled to paid overtime in accordance with the Fair Labor Standards Act, where such time is authorized. Approval of overtime for those in the excepted categories as stated above, shall only be at the discretion of the Board of Commissioners of the Authority.
- C. All overtime must be approved by the Department Head.

- D. When an employee is scheduled to work additional hours, that employee is entitled to overtime pay.
- E. When an individual is requested to work on an irregular or other schedule on one special day, overtime provisions shall apply for the irregular hours.
- F. When an employee is subject to a temporary change in a work schedule, the employee is entitled to premium pay, if appropriate.
- G. For night shift employees, working on Monday through Friday work schedules, the period beginning on Friday and overlapping into Saturday morning shall be considered as part of the regular work week, up to eight (8) hours of work.
- H. The selection process of seniority for overtime shall begin with the employee with the most seniority. No employee shall be forced to accept overtime, but every effort shall be made to cooperate in cases of emergencies.
Employees shall be scheduled for overtime on a rotating basis, selected by the amount of seniority.
- I. When an employee is assigned to a first shift, and has been rescheduled to work on any other shift temporarily, he shall be entitled to premium pay for that shift. When an employee is permanently assigned to the premium pay rate shift, and is assigned temporarily to the first shift, he shall continue to be paid the premium pay rate.

HOLIDAY SCHEDULE

Section 1

It is mutually agreed by the Newark Housing Authority and Local 305 that the present number of holidays, (14) shall be maintained for the life of this Agreement.

NEWARK HOUSING AUTHORITY HOLIDAYS

It is mutually agreed by the Newark Housing Authority and Local 305 that the number of holidays shall be 14 days. The following are the holidays to be listed in this agreement as part of the 14 paid holidays:

NEW YEAR'S DAY
MARTIN LUTHER KING'S BIRTHDAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
ELECTION DAY (NATIONAL/STATE)
THANKSGIVING DAY
DAY AFTER THANSKGIVING DAY
CHRISTMAS DAY

WAGES

Section 1

- A. Effective on the dates set forth below, all bargaining unit members shall receive the following salary increases:

April 1, 1989	-	\$1,300.00
April 1, 1990	-	\$1,100.00
April 1, 1991	-	\$1,100.00

All employees that were (active) as of April 1, 1989 and were bonafide members of Local 305, shall receive the retroactive increase of \$1,300 on October 13, 1989. Those employees that retired, resigned or were terminated, are eligible to receive the increase up until the date of their separation from the NHA.

Retroactive payments of \$1,300 will be paid to all eligible employees effective October 13, 1989, subject to the Board of Commissioners' approval and the ability of the Finance Dept. to process payments by that date.

Employees eligible to receive the retroactive increase of \$1,300 who received promotions or title changes from Local 305 to Local 32, or letter grade status during the period of April 1, through September 30, 1989, will receive either the Local 305 increase or the appropriate increase in accordance with their new job status. In no case will an employee receive both increases.

WAGES (CONT.)

Clerical employees working out of the Executive Office, Assistant Executive Office and the Office of the Chief of Staff shall be entitled to the \$500 bonus if they had union dues deducted during the period of April 1, through September 30, 1989. Those employees affected will be entitled to the \$1,300 retroactive increase. Effective October 1, 1989, all clerical employees in this classification will be exempt from union activities and union deductions will cease.

B. Clerical Employees:

A one time restitution bonus of \$500.00 is to be paid to all Clerical/Administrative employees working 37½ hours. To be eligible for the bonus, employees must have been active as of April 1, 1989. Employees who were on board as of April 1, 1989 and terminated or retired between the periods of April 1, and September 30, 1989, are entitled to the one time bonus. All employees hired after April 1, 1989 will not receive a bonus or pay increase.

Section 2

The current salary schedules shall be adjusted to reflect said across the board increases.

Section 3

The Newark Housing Authority along with Local 305 will establish a new salary scale.

WAGES (CONT.)

Section 4.

Employees who are actively employed shall be entitled to longevity based upon continuous years of service as follows:

- After 5 years of service - 2%
- After 10 years of service - 4%
- After 15 years of service - 6%
- After 20 years of service - 8%
- After 25 years of service - 10%
- After 30 years of service - 12%

Section 5

All employees working night shifts shall receive their paycheck on the Thursday night preceding pay day.

MATTERS NOT COVERED

Negotiations respecting changes in or additions to this Contract involving matters related to employee wages, hours, and conditions of employment considered but not incorporated in this Agreement in the negotiations preceding the adoption of this Agreement may be initiated at the written request of either party. 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.

DURATION

This agreement and each of its provisions, unless otherwise specifically stated, shall be binding upon the parties as of April 1, 1987 and shall continue to remain in full force and effect until March 31, 1990.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.


ATTEST:

SERVICE EMPLOYEES INTERNATIONAL
UNION Local 605

JOHN JOHNSON
Deputy Trustee

BILLY JOE SPATCHER
Member of the Negotiating Team

ATTEST:

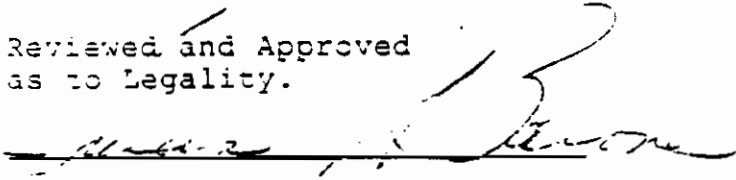


DANIEL W. BLUE, JR.
Secretary

HOUSING AUTHORITY OF THE CITY OF
NEWARK

By: _____
ANTHONY J. AMMIANO
Chairman

Reviewed and Approved
as to Legality.



SUSAN J. BARONE
An Attorney At Law of New Jersey