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AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE CITY OF NEWARK

(Newark, New Jersey)

and

ESSEX COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

MAINTENANCE PERSONNEL

November 1, 1989 through October 31, 1992

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PREAMBLE

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

ARTICLE I

RECOGNITION

A. The Employer recognizes the Council as the sole and exclusive bargaining agency concerning the terms and conditions of employment of skilled trade maintenance personnel employed by the Employer consisting of Carpenters, Electricians, Masons, Painters, Plumbers, Welders, Roofers, Oil Burner Mechanics, Resilient Floor Repairmen, Steamfitters and Boilermakers

B. It is recognized that the Council is composed of its constituent Local Unions which represent employees within their craft jurisdiction and pursuant to this composition the representatives of each Local Union shall be recognized as representatives of the crafts involved.

ARTICLE II

UNION MEMBERSHIP

A. Continuance of Membership

1. All present employees who are members of a constituent Local of the Council on the date of execution of this Agreement may remain members of said Local Union. All new permanent employees who are hired during the term of this Agreement may become and remain members of a constituent Local Union of the Council.

2. The Employer or any of its staff shall in no way interfere with, encourage or discourage either the solicitation of membership by the Council, or maintenance of membership a constituent Local of the Council of its employees in this unit.

3. Dues Deduction

1. The Employer shall deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each member in the unit upon the written authorization of that employee. The total monthly amount so deducted shall be forwarded regularly to the officer of the designated Local Union, duly authorized to received such payment.

2. Each Local 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 on behalf of the Union.

3. The Employer shall deduct the sum of 85% of the rate of the Union dues from each and every non Union Member of the bargaining units represented by the Union after attaining thirty (30) days of employment and shall remit this agency shop fee to the Union on a monthly basis.

This agency shop agreement shall conform to all provisions of the New Jersey agency shop statute.

ARTICLE III

EMPLOYER'S RIGHTS

A. The Employer retains full and exclusive authority for the management of its operations. All functions of management not specifically limited by the clear and express language of this Agreement are retained by the Employer. The following rights are not all inclusive but indicate the type of matters or rights which belong to or are inherent in management: determine the standards of service; determine the standards of selection for employment; hire the working force; direct the working force; determine the means, methods and personnel by which operations are to be conducted; determine the content of job classifications; select foremen; promote, transfer or discharge employees and the right to take all necessary actions to carry out its mission.

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

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

ARTICLE IV

HIRING

A. Should vacancies occur or new openings be created, the Employer shall advise the Council of such vacancies or job openings and receive applications from the applicants referred by the Council. The foregoing does not preclude the employer from advertising for and considering applications from other sources.

B. The Employer and Council agree that the selection of applicants shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union or Council membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Council or Union membership, policies or requirements.

C. The Employer retains the right to accept or reject any job applicant referred by the Council.

D. The Council agrees that it will not discriminate against non-union workmen in referrals to the Employer, and the Employer agrees that it will not discriminate against Union workmen in selecting job applicants referred by the Council.

ARTICLE V

NON-DISCRIMINATION

A. The parties shall not discriminate against any employee or applicant for employment, or membership in the Council or representation by a Union, because of race, color, creed, religion, national origin, ancestry, sex, age, marital status, or handicap.

B. No employees shall be discriminated against or in any way affected by Union membership, by-laws, rules and regulations, constitutional provisions or any other aspects or obligations of Union membership, policies or requirements.

ARTICLE VI

WAGES

A. The hourly rate of wayges 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.

B. 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.

The 1989 increase shall be retroactive to November 1, 1989.

C. The aforementioned increases shall be paid only to those employees covered by this Agreement who are in the employ of the employer on the date of signing of this Agreement. Additionally, the aforementioned increases will be paid to those employees who retired during the period November 1, 1989 and the signing of this Agreement.

D. 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).

ARTICLE VII

HOURS AND OVERTIME

A. The regularly scheduled work week shall consist of five (5) consecutive working days of eight (8) hours each and two work periods. One (1) shall be Monday through Friday, work period two (2) shall be Wednesday through Sunday and there shall be two shifts, which shall commence and end as follows:

Shift 1 - 8:00 AM - 4:30 PM

Shift 2 - 1:00 PM - 9:00 PM

Exclusive of a one-half hour lunch period. The quitting time maybe changed to take advantage of day light, traffic conditions, weather conditions or unusual conditions beyond the control of the parties.

B. When an employee is required to work more than eight (8) hours in a day or more than forty (40) hours in a seven (7) day period that employee shall be entitled to receive time and one-half (1 1/2) for those hours worked in excess of the normal work day or work week.

C. When an employee is called out from home, and responds to the call, that employee shall be entitled to receive as compensation at the overtime rate for hours actually worked.

D. There will be no premium pay, travel pay or subsistence pay for any work covered by this Agreement.

E. Employees who are regularly employed on shifts other than the first shift or a work period that includes Saturday or Sunday shall be entitled to a shift differential at the rate of 10 percent of the hourly rate. Employees who are temporarily assigned to shifts other than the first shift shall be entitled to the above shift differential.

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

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

G. Pay Day: Wages due shall be paid to all employees bi-weekly and not later than four (4) days following the pay period in which earned. Employees terminated for lack of work or other reasons shall be paid in full upon such involuntary termination.

ARTICLE VIII

TEMPORARY EMPLOYEES

A. In the event temporary employees are needed in any position covered by this Agreement, the Employer shall fill such temporary position by either the upgrade of an existing employee pursuant to appropriate rules and regulations or shall request applicants from the respective Local Union hiring halls. In the event the appropriate Local Union is unable to fill the position within forty-eight (48) hours, the Employer will be free to use other methods or sources.

B. Individuals referred by the Union mechanism shall be paid eighty-eight (88%) percent of the rates specified in the Agreement between the Local Union and the appropriate Contractor's Association. The Employer shall, however, pay fringe benefits to the Local Union at the full rate.

C. If the aforementioned positions should thereafter become permanent positions, the employees shall be covered by the general terms of this Agreement.

D. 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).

ARTICLE IX

TRAINING

A. The employees covered by this agreement shall be required to participate and satisfactorily complete Worker Safety Courses, including but not limited to such courses as: Asbestos Training, Right To Know Laws, Lead Base Paint Laws and Skills up-grade. The selection of the course of study shall be within the discretion of the employer. Failure to successfully complete said course of study may result in disciplinary action up and including termination.

B. Affected employees will be given notification in advance of the Commencement of the course and allowed a training period to acquire the necessary skill(s) for retaining their employment. There shall be no reduction in salary during the training period of any such employee. Said training shall be provided by the employer.

C. Employees who have successfully completed courses that are deemed, by the employer, to be an equivalent to the course of study prescribed by the employer in Section B of this provision, and the employee submits evidence of successful completion of said course, the employer may waive the foregoing requirement. Said waiver is within the discretion of the employer.

Tools

All hand tools, exclusive of power tools, and like equipment necessary to perform the various job functions assigned to the employees covered by this agreement shall be provided by the

employee. The employer shall not be responsible for the lost or damaged to the personal tools of the employee, if loss or damage is due to employee neglect.

ARTICLE X

GRIEVANCE PROCEDURE

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

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

STEP I. Grievances shall be presented within thirty (30) days of their occurrence. The employee shall take up the grievance orally with the Shop Steward who, if necessary, shall discuss same with the employee's supervisor. If the grievance cannot be resolved, at this point, it shall be reduced to writing to the Shop Steward within three (3) days of its submission to said supervisor. Failure to raise a dispute within thirty (30) days after its occurrence, renders the dispute null and void.

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

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

C. The settlement of any grievance agreed upon by the Employer and the Council at any step shall be final and binding on the Employer, the Council, and employees involved.

D. The Council shall be entitled to process grievances in its own name. Any grievance of a general nature concerning the interpretation, inequitable application, violation or non-compliance with this contract shall be filed by the Council at STEP III without resorting to the previous steps. Any grievance of any employee of such general nature shall similarly be filed by the Council as STEP III.

E. Nothing herein shall be construed to require the Council or its representatives, to process, or continue to process any grievance of any employee that it deems without merit or contrary to the position of the Council as the exclusive collective negotiating representative.

ARTICLE XI

SHOP STEWARDS

The Council shall be entitled to appoint a shop steward for each trade. Said Union representatives shall have access to the employer's premises and Labor Relations for the purpose of adjustment of grievances and administration of this collective bargaining agreement. They shall not conduct Union Business on Authority time in any manner that will interfere with the normal operations of the Authority.

The Union reserves the right to place a steward where workmen are employed under the terms of this Agreement. Such steward shall be allowed sufficient time during working hours to see that the provisions of this Agreement are complied with. He shall not be discriminated against by the Employer because of faithful performance of his duties.

ARTICLE XII

BUSINESS TRAVEL

A. Employees in this unit shall continue the practice of using their own vehicles when necessary to travel from site to site.

B. The Employer shall continue to offer reimbursement for travel at the currently approved. Internal Revenue Service approve rate.

ARTICLE XIII

SAFETY

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

NO STRIKE NO LOCKOUT

A. The Council and the members of this unit agree that during the period of this Agreement, there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement.

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

ARTICLE XV

FRINGE BENEFITS

A. Insurance

1. Effective December 1990 the employees covered by this Agreement shall contribute two-thirds (2/3) of any increase in premium from the amount in effect prior to that date, for medical and dental coverage which the Employer provides for its employee and their eligible dependants. In no event, however, shall the Employer pay any increase in excess of the HUD Inflation Factor.

2. The Employer will make a one-time cash payment of one thousand six hundred (\$1,600.00) dollars to each employee covered by this Agreement who is in the employ of the Employer on the date of signing of this Agreement.

3. The Employer reserves the right to change insurance carriers so long as substantially similar benefits are provided.

B. Vacation, holiday and economic fringe benefits currently provided by the Employer to the unit employees shall continue 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 in contravention of any such laws, ruling or regulations, the remainder of the Agreement shall nevertheless remain in full force and effect, unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement.

ARTICLE XVII

FULLY BARGAINED PROVISIONS

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

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

ARTICLE XVIII

DURATION

A. This Agreement shall be effective from November 1, 1989 through October 31, 1992 and shall remain in force thereafter unless either party notifies the other in writing within (90) days prior to the foregoing expiration date.

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 23 day of September 1992.

HOUSING AUTHORITY OF THE CITY OF
NEWARK

By Ginnerford Smith

Attest

[Signature]

Reviewed and approved as to
legality.

[Signature]

ESSEX COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL

By [Signature]

LABOR ORGANIZATION

By Fred Ferraro
Carpenters - Local No. 1342

By James T. [unclear]
Electricians - Local No. 52,
IBEW

By William [unclear]
Masons Local 13

By Robert [unclear]
Steam fitters Local 475

By Joseph [unclear]
Painters District Council #10

By Henry Kohn
Plumbers Local Union No. 24

By Fred Ferraro
Resilient Floor Repairmen

By Edward Kelly
Roofers, Local 4

By Fred Ferraro
Welders

By Joseph Taylor Jr
Laborers, Local 699

By Donald V. [unclear]
Boilermakers, Local 28

By Albert Gilmartin (112)
For Anthony Proto (342)