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THIS BOOK DOES
NOT BELONG TO

C O N T R A C T

between

HOUSING AUTHORITY OF THE CITY OF NEWARK

and

LOCAL 305, SERVICE EMPLOYEES INTERNATIONAL UNION
AFL-CIO

CONTRACT

This contract between the "HOUSING AUTHORITY OF THE CITY OF NEWARK" (hereinafter called the "AUTHORITY") and LOCAL 305, Service Employees International Union, A.F. of L.-C.I.O. (hereinafter called the "UNION").

WHEREAS, the AUTHORITY and the UNION, after negotiation, entered into this contract for the period April 1, 1971 through March 31, 1972, and

WHEREAS, by proper procedure, it has been demonstrated that the UNION represents the majority of employees in the administrative, clerical and maintenance categories, exclusive of skilled trades, administrative employees in Grade 15 and above, and have been selected by them as their exclusive negotiating representative.

NOW, THEREFORE, in order to continue to promote and improve the industrial and economic relationship between the parties, it is agreed as follows:

1. The AUTHORITY hereby recognizes the UNION as the exclusive collective negotiating representative of the administrative, clerical and maintenance employees of the AUTHORITY, exclusive of the skilled trades and administrative employees in and above Grade 15, and by this contract establishes an Agency Shop as hereinafter defined. This shall not be deemed to

impair the Civil Service rights of any employee nor the constitutional rights of any employee.

2. It is the common objective of the parties to obtain economy of operations, safety for employees, protection of property and cleanliness of projects and to cooperate to those ends.
3. Except as otherwise specifically provided hereinafter, nothing in this contract shall preclude the right of the AUTHORITY to determine the standards of service that it offers; determine the standards of selection for employment; direct its 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 operation; determine the means, methods and personnel by which its operations are to be conducted; determine the content of job classifications, take all necessary actions to carry out its mission in emergencies and exercise the technology in the performance of its work.
4. Nothing herein shall impair the rights of the United States pursuant to the Annual Contribution Contract with the AUTHORITY, nor shall

this agreement conflict with pertinent New Jersey State Laws and Regulations.

5. The parties bind themselves not to discriminate against any person by reason of race, color, creed, sex or national origin.
6. The AUTHORITY shall maintain its 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 deductions so made. All persons employed in the negotiating unit who are not members in good standing of the UNION, or who do not become members in good standing of the UNION within 60 days following their employment in the negotiating unit or within 60 days following the execution of this contract, whichever is later, shall be obligated to pay a reasonable monthly sum to the UNION representing their fair share of the UNION'S cost of representing said employees and administering this contract, a sum of \$4.00 per month. Effective on the 61st day following the execution of this contract, or the 61st day following their employment, whichever is later, said employees shall pay said sum directly to the UNION, or if said employees execute an authorization for

the AUTHORITY to deduct said monthly sum from their wages and transmit same to the UNION in the same manner as the deduction and transmittal of UNION dues of members of the UNION. Enforcement of this provision by the UNION shall be only as against said employees directly, without any obligation on the part of the AUTHORITY. The UNION shall indemnify and save harmless the AUTHORITY against any and all claims arising out of said check-off.

7. The UNION shall certify in writing to the AUTHORITY, the names of its officers, executive board members, its chief stewards, shop stewards, any other officials, its grievance committee members, and any changes thereto as may occur during the term of this contract.
8. The UNION shall have the right to select its shop stewards. The number of these stewards and the area to be covered by each shall be determined by agreement between the UNION and the AUTHORITY but shall not be less than one steward for each project site or job classification where applicable.
9. The AUTHORITY agrees to release four (4) employees, to be named by the UNION, from HOUSING AUTHORITY duties to devote full time, at the

direction of the UNION, to UNION business and activities including the handling of grievances. Said employees shall be available to meet with and work with the AUTHORITY and tenant groups in improving and maintaining the health and safety of the tenants and protecting and maintaining the property of the AUTHORITY. These individuals shall retain their Civil Service titles and shall receive normal pay for that appropriate title and in addition shall be eligible for Civil Service promotional examinations. It is further agreed that these four (4) representatives shall not be required to work on overtime schedules.

All other UNION officials, stewards and grievance committeemen shall continue to work at their assigned jobs at all times and all UNION business meetings are to be conducted after working hours with the following exceptions:

a. The UNION shall be entitled to one (1) shop stewards' meeting per month, on AUTHORITY time, but which shall not exceed four (4) hours.

b. For the purpose of processing a grievance, the shop steward shall be entitled

to meet with the appropriate Manager or Supervisor and the aggrieved employee. Each shop steward shall represent the UNION only at his assigned project.

c. For the purpose of processing a grievance at the regularly scheduled grievance session with the Director of Personnel, Labor Relations, one additional grievance committee member and a stenographer, to be selected by the UNION, shall be entitled to attend this session only.

10. Subject to AUTHORITY regulations, the officers or any authorized representatives of the UNION not in the employ of the AUTHORITY in reasonable number shall, upon written request by the UNION and approval by the AUTHORITY, have admission to the AUTHORITY'S 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.
11. The AUTHORITY shall permit a reasonable number of bulletin boards on its premises to be used for posting notices, announcements of UNION meetings and appointments, and activities of a recreational or social nature. These bulletin

boards shall not be labeled with the UNION name. No notice shall be posted containing material of a controversial or political nature or which might conflict with the AUTHORITY rules and regulations. The UNION agrees that it will not engage in recruitment activities during business hours.

12. Any dispute, difference or controversy involving the interpretation, application or enforcement of any provision of this contract, or the rules or regulations, policies or orders applicable to the AUTHORITY affecting the terms and conditions of employment or involving disciplinary matters shall be deemed a grievance to be processed as follows:

STEP I: Grievances shall be presented within 30 days of their occurrence. The employee shall take up his 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 and submitted to said supervisor. The answer to the grievance shall be given in writing to the shop steward within 3 days of its submission to said supervisor.

In the Management Department, supervisors shall be defined as Foreman, Housing Manager, Principal Housing Manager, Head Housing Manager, whichever is applicable. In all other departments, supervisors shall be defined as the Director or his designated representative.

STEP II: The grievance and answer shall be submitted in writing to the Director of Personnel, Labor Relations, for referral to the appropriate Director. The Personnel-Labor Relations Department will ensure the fact that the UNION will receive its response from the above mentioned Director, in writing, within five (5) working days after receipt of the unresolved grievance, and when necessary notify the full time UNION representative of a scheduled meeting with this Director.

STEP III: In the event that a satisfactory conclusion is not reached in STEP II, the UNION shall submit the grievance at a regularly scheduled grievance meeting to be held on the second Friday of each month with the Director of Personnel, Labor Relations, or at any other time deemed necessary by the Director of Per-

sonnel, Labor Relations. The agenda for this meeting shall be submitted at least three (3) business days prior, and the meeting shall be limited to the previously submitted agenda. The Director of Personnel, Labor Relations, shall give his determination in writing within 15 days of said meeting.

STEP IV: Any unsatisfactory decision made in STEP III may be appealed in writing within five (5) days to the Executive Director, who will make decision within five (5) days of submission. If there is need for further action, a request for a hearing before the Commissioners of the HOUSING AUTHORITY of the City of Newark must be presented in writing to the Executive Director and addressed to the Commissioners of the HOUSING AUTHORITY and all supporting documents must be attached to this request for consideration by the Board of Commissioners.

The request for consideration of the Board and all documentation must be submitted to the Executive Director the Thursday before the next regularly scheduled meeting of the Board of

Commissioners so that same may be presented to the Commissioners for their action at said meeting.

The employee shall be entitled to, and shall receive copies of all documents being presented to the Commissioners, and in addition thereto, if there are any documents in the possession of the AUTHORITY and not in the possession of the employee or the UNION, the employee shall be entitled to copies of said documents upon so requesting in writing. The request shall be delivered to the Executive Director at least seven (7) calendar days before the date of the Commissioners meeting.

The decision of the Commissioners shall be given in writing to the employee within fifteen (15) calendar days from the date of the meeting at which the employee's case was considered.

The settlement of any grievance agreed upon by the AUTHORITY and the UNION shall be final and binding on the AUTHORITY, the UNION, and employees involved.

STEP V: ARBITRATION. If the employee is dissatisfied with the decision made in STEP IV, he may request final arbitration by the following procedures:

Within thirty (30) calendar days from notification of decision rendered in STEP IV, the employee notifies the Executive Board of Local 305, in writing, that he wishes to move to STEP V, Arbitration.

If it shall be the decision of the Executive Board to proceed to arbitration, then, and in that event, the Executive Board of the UNION shall appoint two (2) persons with notification to Management that said case is moving to arbitration. Management then shall appoint two (2) persons within seven (7) calendar days after notification and advise the UNION, in writing, within said seven (7) calendar days of its appointments. The four (4) persons so appointed to serve on the Arbitrator Selection Committee shall request the American Arbitration Association for a list of arbitrators, and from the list of available arbitrators, one (1) shall be selected who shall serve as

the arbitrator. If the Committee cannot agree to said selection, however, the parties will then proceed in keeping with the rules and procedures of the American Arbitration Association, having to do with the selection of an arbitrator.

The disposition of any grievance presented to arbitration (STEP V, Arbitration), by the AUTHORITY and the UNION, shall conclude grievance procedures subject to such legal procedures as appropriate.

The cost of arbitration shall be shared equally by the AUTHORITY and the UNION.

With respect to the foregoing procedures:

a. The UNION shall be entitled to process grievances in its own name. Any grievance of a general nature concerning the interpretation, inequitable application, violation or noncompliance with this contract shall be filed by the UNION at STEP IV without resorting to the previous steps. Any grievance of an employee of such general nature shall similarly be filed by the UNION at STEP IV.

b. Nothing herein shall be construed to require the UNION 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 UNION as the exclusive collective negotiating representative.

13. The AUTHORITY will take appropriate steps retroactive to April 1, 1971 to implement the provisions of this contract.

a. For all employees in Grades 1 through 6, the next step increment shall be given and in addition thereto an increase of 8.3% thereof to take into consideration necessary adjustments and the cost of living index, provided that the 8.3% shall not exceed \$1000.00. In those grades where an employee is at maximum, a step will be added to the present maximum in order that these employees receive an increment, and in addition thereto the 8.3% increase to compensate for necessary adjustments and the cost of living index, provided that the increment plus the 8.3% shall not exceed \$1000.00. With respect to Grades 1 through 6, the present base salary shall be retained with an additional increment added to the maximum

creating a seventh step.

b. In Grades 7 through 14, the employees shall receive the next step increment where not at maximum, plus an increase of 8.3% thereof to compensate for necessary adjustments and the cost of living index, provided that the 8.3% shall not exceed \$1000.00. Where an employee is at maximum there shall be granted an increase of 8.3% of present salary to provide for necessary adjustments of the cost of living index, provided that the 8.3% shall not exceed \$1000.00.

c. For all ungraded (unskilled) employees in those categories, the next step increment shall be given and in addition thereto an increase of 8.3% thereof to take into consideration necessary adjustments and the cost of living index, provided that the 8.3% shall not exceed \$1000.00. In those categories where an employee is at maximum, a step will be added to the present maximum in order that these employees receive an increment, and in addition thereto the 8.3% increase to compensate for necessary adjustments and the cost of living index, provided that the increment plus the 8.3% shall not exceed \$1000.00. With respect

to the ungraded (unskilled) employees, the present base salary shall be retained with an additional increment added to the maximum.

d. The increment, as defined above, shall be added to the employee's current base salary, then the 8.3 added thereon, provided that the increment plus the 8.3% shall not exceed \$1000.00.

e. To provide that any employee working on any shift other than the 1st shift to receive, in addition to regular pay, a premium pay rate of 30¢ per hour.

To provide that all employees working on Saturday and/or Sunday, all shifts, shall receive in addition to regular pay a premium pay rate of 30¢ per hour.

14. Management will immediately arrange 16 hour coverage in boiler rooms on a two (2) shift basis at all projects, and to implement this, five (5) additional firemen will be appointed and one (1) additional fireman foreman to be appointed so as to provide more adequate coverage and provide for supervision.
15. Starting immediately, all employees are to be fully informed of the scope of their duties and are to be held responsible for the proper

performance of their duties, and in this connection, full authority is reinvested in each Manager to enable him to assume full responsibility for the proper management and conduct of his project.

16. That all employees be granted one (1) additional personal leave day, after the first year of employment. Necessary changes shall be made in the Personnel Policy to cover this provision.
17. The committees of Local 305 and Management will continue their work on the medical plan.
18. Implementation of motor pool. The committees of the UNION and Management will continue their work on the subject so that a report may be submitted by September 1, 1971. However, no employee will be penalized for not wishing to use his or her own automobile for HOUSING AUTHORITY business.
19. Any training program which is forthcoming, Local 305 will be notified in advance of the program and selection of the people eligible to take such training course, so that Local 305 can work in conjunction with the Personnel Department in compiling the list.
20. Subject to the express terms and conditions

contained in this contract, the AUTHORITY agrees that its practices and policies relating to the general working conditions of the employees in the negotiating unit shall be maintained at not less than the highest standard in effect at the time of the execution of this contract, and same shall be improved whenever specific provisions for improvement are made elsewhere by this contract, or by separate written agreement of the parties. Nothing herein shall be construed to limit the power of the AUTHORITY to determine shifts of work or to otherwise exercise the management rights set forth in Section 3 of this contract.

21. In the Department of Community Relations as HUD has indicated, the need for the title Supervisor will be taken into consideration in the reorganizational plan of the AUTHORITY.
22. To continue the policy that no entry shall be made in a personnel folder or to any employee record, intended for use or which may be used where disciplinary action may follow, unless a copy of same is given to the employee. Proof that the employee has received his copy will be in the form of a signature. If the employee refuses to sign, one (1) copy shall be forwarded

to the UNION and another copy forwarded to the employee's address of record, for all employees in Grades 1 through 14.

23. To continue the policy that no employee shall be denied any accrued vacation. No one in a supervisory capacity shall require any employee in his jurisdiction to work where it will result in a loss of accrued vacation time.

24. The AUTHORITY will take appropriate steps so that a person using his car on AUTHORITY business must first be authorized to do so, and will not be so authorized unless he or she has submitted evidence of public liability and property damage insurance coverage. The AUTHORITY will have secondary liability insurance on such cars. Employees so using their cars are entitled to eleven cents (11¢) per mile. Department Heads are to advise all personnel of these regulations. The Personnel Policy shall be changed to read eleven cents (11¢) per mile as herein provided in this paragraph. However, no employee will be penalized for not wishing to use his or her own automobile for Housing AUTHORITY business.

The term of this contract is applicable for a period of one (1) year beginning April 1, 1971 and ending March 31,

1972.

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

IN WITNESS WHEREOF the parties have hereunto affixed
their hands and seals this 21st day of July 1971.

ATTEST:

HOUSING AUTHORITY OF THE CITY OF
NEWARK

Joseph D. Sivoletta
Joseph D. Sivoletta
Secretary

By: (Rev.) Thomas G. Finnegan
(Rev.) Thomas G. Finnegan,
Chairman

ATTEST:

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 305, AFL-CIO

Rose A. Woodside
Rose A. Woodside
Secretary

By: John L. Jones
John L. Jones, President

By: Ernest Stapleton
Ernest Stapleton
Vice President

By: Oliver Stapleton
Oliver Stapleton, Chairman,
Negotiating Committee

By: Edward A. Cohen
Edward A. Cohen, Counsel

