

2077

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE HOUSING AUTHORITY OF THE  
CITY OF NEWARK**

**AND**

**THE UNION OF INDEPENDENT  
SECURITY WORKERS (LOCAL 101)**

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**ARTICLE I**  
**RECOGNITION**

This contract entered into this 1st day of Jan., 1990 between the Housing Authority of the City of Newark (hereinafter referred to as the "Authority" or "NHA") and the Union of Independent Security Workers (hereinafter known as the Union or Local 101), represents the complete understanding of all bargainable issues between the Authority and the Union except as otherwise specified herein.

Whereas, the parties have engaged in collective bargaining 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 of Independent Security Workers as the exclusive collective bargaining representatives of all armed and unarmed security guards employed by the Housing Authority of the City of Newark, excluding all supervisory security guards, all supervisors

within the meaning of the Act, all special police, police, managerial executives, confidential employees, craft employees, professional employees and all other employees, as set forth in Public Employee Relations Commission, Certificate Docket No. R090-12.

The Employer agrees not to work an employee under this agreement out of his/her work title.

SECTION 2.

Nothing herein shall impair the rights of the United States Government and N.H.A. pursuant to applicable Federal, State and Local Law and Regulations promulgated thereunder.

SECTION 3.

This Agreement contains the full understanding between the parties and cannot be modified except by written Agreement between the parties.

ARTICLE II

PURPOSE AND INTENT:

SECTION 1.

It is the purpose and intent of this agreement to set forth the terms and conditions of employment to be observed by the contracting parties.

SECTION 2.

It is the common objective of the parties to obtain safety for residents, employees, protection of property and projects.

ARTICLE III

TERMS OF CONTRACT

This Agreement shall be in effect for a period of two consecutive years starting Jan. 1, 1990, and ending 12:00 a.m., March 31, 1992

SECTION 1.

1. The Union agrees to equally represent all Employees in the defined unit.

2. The term Employee used hereafter, means a person employed by the N.H.A. in a position listed in the unit description.

3. The Union represents full time as well as part time employees in the occupations included in the unit description of the agreement. Part time employees, are employees who work less than twenty hours per week. Such employees shall not be entitled to the fringe benefits set forth herein.

ARTICLE IV  
UNION MEMBERS

**SECTION 1. CHECK OFF AND DUES:**

(A) The NHA shall maintain a check-off 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. The Union shall indemnify and save harmless NHA 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.

(B) 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 the reason of action taken by 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.

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

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

## SECTION 2 - FAIR SHARE ASSESSMENT

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.

## SECTION 3. COPE DEDUCTION

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

## ARTICLE V

### MANAGEMENT RIGHTS

#### SECTION 1.

Except as otherwise provided herein, the management of the Authority and direction of the working forces are vested exclusively with the N.H.A. The Authority retains the sole right to hire, discipline, discharge, lay off and promote, to determine or change the starting and quitting time and the

number of hours to be worked, to promulgate rules reasonable and regulations, to assign duties to the work force, to organize, discontinue, enlarge or reduce a department, function or division to assign or transfer employees to other departments or shifts as operations may require; it in accordance with N.J.D.P. rules and regulations and the terms of this agreement. None of these rights shall be exercised in a capricious or arbitrary manner.

## SECTION 2.

The Union, on behalf of the employees, agrees to cooperate with the Authority to attain and maintain efficiency and maximize tenant security services and the Authority agrees to receive and consider constructive suggestions submitted by the Union, on behalf of the employees, toward these objectives.

## ARTICLE VI

### DISCRIMINATION

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



ARTICLE VII  
PAST PRACTICE

In recognition of past practices applicable to the employees in this unit, the parties agree that NHA prior to changing a past practice will notify and consult with and obtain approval of the Union at least twenty-four (24) hours prior to instituting said change; except in emergency situations, NHA may institute a change of past practice, without notice, but shall notify the Union within a reasonable period of time thereafter.

ARTICLE VIII  
UNION BUSINESS LEAVE

Union representatives shall be allowed to visit the N.H.A.'s premises during work hours to confer with the representatives of the Authority, and employees represented by the Union, provided such visit does not interfere with normal operations of the N.H.A., and the representative receives prior approval of the Personnel Department which shall not be unreasonably denied.

SECTION 1.

The Newark Housing Authority agrees to provide business leave with pay for three (3) 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. 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. Prior approval of the leave by the Personnel Director is required. Said approval will not be unreasonably withheld.

#### SECTION 2.

Local 101 shall certify, in writing to the N.H.A., the names of its officers, executive board members, its shop stewards, at the time of execution of the contract, and any changes thereto as may occur during the term of this contract.

#### SECTION 3.

1. The Union may appoint three of their accredited members to act as Shop Steward one on each shift, and no more than three (3) of their accredited members to act as Alternate Shop Steward one on each shift who shall act in the absence from work of the appointed Steward. It shall be their duty to receive Complaints and dispose of them in the manner provided under the Grievance Procedure. The Chief Shop Steward shall be appointed by the Business Manager.

All Local 101 officials, stewards, and or Alternate Stewards who are serving in the absence from work of the appointed stewards shall continue to work at their assigned jobs at all times and all Local 101 business meetings are to be conducted after working hours with the following exceptions:

(a) For the purpose of processing a grievance, the shop steward shall be entitled to meet with the aggrieved employee subject to the approval of his or her immediate supervisor, such approval shall not be unreasonably denied.

(b) The union may designate an additional representative in addition to the President to participate in the monthly meetings with the Director of Personnel and Labor Relations.

#### SECTION 4.

Time and place for negotiations and/or meetings will be mutually agreed upon by the Union and N.H.A.

#### BULLETIN BOARDS

Upon review of the Personnel Department, all notices and announcements for union meetings, appointments, and activities of a recreational or social nature may be posted on NHA bulletin boards. All such notices should appear on the letterhead of Local 101 and should be signed by the president or a designated representative of the Local Union to indicate that the notices and announcements are in fact local business.

ARTICLE IX  
HOURS OF WORK

The normal regular work week shall be (40) hours per week, commencing at 12:00 a.m. Sunday to the following Saturday at 11:59 p.m.

The regular work day for all full-time employees shall be eight consecutive hours per day in accordance with the assigned schedule which shall be determined by the N.H.A.

The following shift schedules will be maintained for the term of this Agreement:

- (a) The First Shift shall commence at 12:00 midnight
- (b) The Second Shift shall commence at 8:00 A.M.
- (c) The Third Shift shall commence at 4:00 P.M.

In the event that the NHA permanently or temporarily changes the work schedule of employees in this unit, it shall notify the Union within two (2) weeks prior to the change in the shift schedule; except that this provision shall not be construed to limit in any way NHA's ability to modify the employees' work schedule on a temporary or emergency basis, not to exceed 90 days in duration.

All security employees are required to work on a forty (40) hour work basis, each employee will work eight (8) hours per day, Saturday and Sunday work being considered work days, in schedules as shall be adopted by the N.H.A. All security

employees shall receive one-half (1/2) hour unpaid lunch on every shift. The lunch period shall be designated by NHA and indicated on the duty roster which shall be posted in the area of the time clock.

#### ARTICLE X

##### OVERTIME

Overtime is defined as work performed by a unit in excess of forty (40) hours in a workweek. Saturday and Sunday are considered regular work days if so scheduled.

#### ARTICLE XI

##### RECALL BACK TO WORK

##### SECTION 1.

Employees called back to work after completing their regular eight (8) hour shift within any twenty-four (24) hour period or after completing forty (40) straight-time hours within one week, shall be guaranteed a minimum of four (4) hours work or four (4) hours pay, at appropriate overtime rates.

##### PERMANENT SHIFT CHANGE

In the event openings occur on any shift, the openings will be filled in the following manner:

- a. The Housing Authority shall post a notice of such openings at all work sites, with space on such notice for employees to sign their names.

- b. Such notice shall remain posted for a period of three (3) working days.
- c. During such 3 day period, employees desiring such shift change, shall sign their names on the notice.
- d. Immediately after the 3 day posting period, the Housing Authority shall remove all notices, review them, and shall select and award such opening to the most senior employee of all who signed the notices.
- e. In the event no employees sign the posted notice the Housing Authority shall have the right to assign any new hire to the shift.
- f. If the Authority does not hire someone for the shift, and desires to cover such shift from amongst their present employees, they shall select the employee with the least seniority, and assign such employee to the shift.

ARTICLE XII  
DISCIPLINARY ACTION

All disciplinary action of permanent employees represented by the Union shall exclusively be in accordance with the laws rules and regulations promulgated by the New Jersey Department of Personnel. All disciplinary action for just cause of all other employees covered under this Agreement, not governed by the Department of Personnel, shall be processed through the grievance/arbitration provisions of the Agreement.

**SECTION 1. GRIEVANCE PROCEDURE**

Should any difference arise between the N.H.A. and the Union or any member of the bargaining unit as to the meaning, compliance with, or application of the provisions of this Agreement, or should any difference arise concerning hourly base rates, hours of work, or other conditions of employment, such differences will immediately be settled in the following manner: Any grievance must be presented to the N.H.A. within thirty (30) days after it arises, or it will be deemed waived. Grievances shall be in writing and signed by the aggrieved employee and/or the Chairman of the Grievance Committee, when grievances enter the second step.

(a) Step I. First step grievances shall be discussed by the Supervisor and Shop Steward of the Department involved in the presence of the aggrieved employee. Such discussion shall be held promptly when requested by the Shop Steward. If the matter is not settled to the satisfaction of the

parties involved, within twenty-four (24) hours following this discussion, the grievance shall be reduced to writing signed by the aggrieved party, as provided above and presented as a second step grievance.

(b) Step II. Second step grievances shall be considered by the Grievance Committee (or a majority thereof) designated by the Union, and designated representatives of Management. This meeting shall be held within five (5) working days, excluding Saturday and Sunday, following the Union's presentation of the written grievance to the N.H.A. The N.H.A.'s decision shall be recorded on the back of the written grievance within five (5) working days following this meeting and given promptly to the Chairman of the Grievance Committee. If the answer is not satisfactory to the Union, the grievance shall proceed to Step 3.

(c) Step III. Third step grievances shall be considered by the business agent of the Union, all or a majority of the members of the Grievance Committee designated by the Union, and designated representatives of Management. This meeting shall be held no later than five (5) days following the written decision in Step 2. Within two (2) days following the meeting in Step 3, the N.H.A. shall record its answer on the back of the grievance and return a copy of said grievance and return a copy of said grievance and answer to the Union. If the answer is not satisfactory to the Union,



the Union may appeal the grievance to arbitration as provided in Step 4, by notifying the N.H.A. in writing, of its desire to arbitrate the grievance in question, within ten (10) days following the receipt of the answer in Step 3.

(d) Step IV. Third step grievance appealed to this step by the Union shall be determined by an arbitrator to be appointed by the mutual agreement of the parties hereto. Should the parties fail to or be unable to agree on the appointment of an arbitrator within ten (10) days following the receipt by the N.H.A. of a request from the Union to arbitrate the grievance in question, either party may request New Jersey State Mediation Board to appoint an arbitrator in accordance with its rules then prevailing.

(e) The expense and salary incident to the services of the arbitrator shall be paid jointly by the N.H.A. and the Union. The authority of any arbitrator designated under this Article is limited to an interpretation of the meaning, compliance with or application of the provisions of this Agreement and the arbitrator has no authority to in any way alter, modify, substitute, change or add to the terms of this Agreement.

(f) The Grievance Committee shall consist of six employees of the N.H.A. selected by the Union, but only four of the Committee will attend grievance meetings. Members of the Grievance Committee shall be afforded, upon reasonable

notice in advance to their respective department heads, such time off with pay, as may be required:

(1) To attend meetings of the Grievance Committee as provided for in Steps 2 and 3 of the Grievance Procedure.

(2) To confer with any employee of the N.H.A. at any reasonable time for the purpose of transacting the legitimate business of the Grievance Committee, provided only that suitable notice, in advance, shall be given to the heads of their respective departments and the heads of the department to be visited.

#### ARTICLE XIII

#### DISCHARGES - APPLICABLE TO PROVISIONAL EMPLOYEES

(A) No employee shall be preemptorily discharged. If the N.H.A. considers the discharge of an employee it shall, first suspend such employee for a period of ten (10) days. Within this period, a meeting between representatives of the N.H.A., the Union Business Agent, and the Grievance Committee of the Local Union shall be held for the purpose of reviewing all the facts in the case and for the purpose of reaching a determination as to whether or not:

(1) The suspension shall be upheld.

Employees who are subpoenaed to attend court as a juror, shall submit to their Division Head, for transmittal to Personnel and Finance and Accounts, evidence of such attendance. Each employee 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 or any specified working days is required to report for work during such days.

#### SECTION 1. NO STRIKE - NO LOCK OUT

The Union agrees that during the term of this Agreement, neither the Union nor its agents, nor its members will authorize, instigate, aid, condone, or engage in any slowdown, work-stoppage, or strike. The N.H.A. agrees that during the same period there shall be no lockouts. The N.H.A. its representatives or agents, shall not file any claims against the Union for damages arising out of wildcat strikes or unauthorized work-stoppages.

#### SECTION 2. MILITARY LEAVE

1. Military Leave of absence, without pay, will be granted to all bargaining unit employees of the N.H.A. inducted into the Armed Forces for the required length of service, in accordance with applicable Federal and State laws.

(2) The employee should be discharged.

(B) If no agreement can be reached between the parties at this meeting or any subsequent meeting mutually agreed upon, and the N.H.A. decides that the employee shall be discharged or otherwise disciplined, the Union may then proceed to Arbitration as provided in Article XII (Grievance Procedure) for a determination as to whether or not the discharge or other discipline was appropriate and for just cause. The arbitrator shall have the authority in cases of discharge to reinstate such employee and order the N.H.A. to provide compensation for all losses resulting from the discharge. Alternatively, he may, if he should determine that the employee's conduct was not entirely blameless, impose a lesser penalty in keeping with the nature of the offense.

#### ARTICLE XIV

##### REST PERIODS

All employees shall receive two (2) fifteen (15) minute rest periods per shift, based on operational needs, and prior notification to the dispatcher.

#### ARTICLE XV

##### LEAVE OF ABSENCE

##### SECTION 1. COURT LEAVE

2. A N.H.A. 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.

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

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

### SECTION 3. MATERNITY LEAVE

Maternity leave shall be granted in accordance with the State or Federal law; whichever provides the greater benefit, if applicable.

## ARTICLE XVI

### LIFE INSURANCE

The NHA shall provide life insurance based upon one times the annual rate of compensation, to a maximum of \$50,000 per individual, with provision for Accidental Death and Dismemberment.

**ARTICLE XVII**

**HOLIDAY**

There shall be 14 paid holidays:

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

In the event that an employees' scheduled work day falls on a holiday, the employee shall receive (20) hours pay for work performed on a holiday.

**HOLIDAY PAY**

Employees who are not scheduled to work on a Holiday shall receive a days pay as if they had worked.

**ARTICLE XVIII**

**SICK AND BEREAVEMENT LEAVE**

**SECTION 1. SICK LEAVE**

(A) 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. Immediate family means husband, wife, children, parents, sister, brother.

Where the absence is for more than three working days or where the situation so warrants, a certificate of reputable physician in attendance shall be required. The certification shall be dated, include the written signature of the physician, stipulate the illness, the cause of illness and the length of treatment. In the case of the employee illness or accident, NHA reserves the right to have the employee examined by a physician of its choice at its expense. Excessive use or abuse of this privilege may result in appropriate disciplinary action.

(B) Employees covered by this agreement are entitled to twelve (12) sick days per year.

## SECTION 2. BEREAVEMENT LEAVE

All employees covered by this Agreement shall be granted a period of up to two (2) 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, parent, sister, brother, mother-in-law and father-in-law and grandparents.

## ARTICLE XIX

### UNIFORMS

#### SECTION 1.

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

It is also agreed that the Newark Housing Authority will provide four (4) uniform shirts, four (4) uniform pants and a winter jacket, badge and name tag for all employees covered under this bargaining agreement.

Said uniforms to be maintained by the employees. A eighty dollar uniform allowance will be given each year, at six month intervals, in increments of \$40.00 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, while on duty.



## SECTION 4

Uniforms are the property of the NHA and are to be worn only while performing services for the NHA. Uniforms must be returned upon separation from employment with the NHA.

## ARTICLE XX

### WAGE RATES

(A) Effective on the dates set forth below, all bargaining unit members shall receive the following increases:

\$7.00 per hour retroactive to January 1, 1990 - March 31, 1991 (All Active Employees).

\* If NHA employs armed guards in the future the parties will negotiate the hourly rate of pay applicable to this classification.

\$8.00 per hour effective April 1, 1991 - March 31, 1992. There shall be paid to all bargaining unit employees a shift differential of - Fifty-Cents (.50) per hour for the first and third shifts 12:00 midnight to 8:00 a.m., and 4:00 p.m. to 12:00 p.m.

## ARTICLE XXI

### MEDICAL INSURANCE

The NHA shall enroll after one (1) year of employment, all unit employees in the New Jersey State Health Plan in accordance with rules and regulations applicable to such plan.

Under the Plan, the NHA shall pay two thirds of the premium cost and the employee shall pay the remainder of such premium via bimonthly payroll deductions.

#### ARTICLE XXII

##### LONGEVITY

Employees who are actively employed by NHA shall be entitled to longevity increases based upon continuous years of services at the rate of two percent (2%) of their gross salary for each five (5) years of service with the NHA.

#### ARTICLE XXIII

##### SEPARABILITY AND SAVINGS

(A). It is not the intent of either party here to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction over 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 this Agreement shall nevertheless remain in full force and effect, unless the parts found to be void are wholly and in separable from the remaining portion of this Agreement.

(C). HUD approval regarding wages and other economic items is required in order for such to be placed into effect. Failure to receive HUD approval will void said section(s) of this Agreement.

#### ARTICLE XXIV

##### FULLY BARGAINED PROVISIONS

(A). This Agreement represents the full and complete understanding by the parties on all bargainable issues that could have been or were discussed prior to the completion of this Agreement.

(B). The parties acknowledge that during the negotiations which resulted in this Agreement, each has 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 not be required to negotiate over any subject, whether or not negotiated between the parties, unless mutually agreed to by the other party in writing.

#### ARTICLE XXV

##### DURATION

This agreement and each of its provisions unless otherwise specifically stated, shall be binding upon the parties as of January 1, 1990 and shall continue in full force and effect until March 31, 1992.

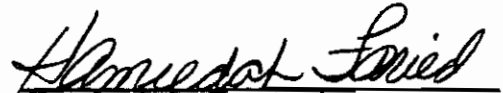
In Witness Whereof, the parties hereto have caused this Contract to be executed on the day and year above written. Either party may give notice of a desire to negotiate the terms and conditions of this agreement by giving notice to the other party ninety (90) days prior to the expiration of this agreement.

Attest:

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Local 101 Union of  
Independent Security  
Workers

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Hameedah Faried  
President

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MEMORANDUM OF AGREEMENT

THE HOUSING AUTHORITY OF THE CITY OF NEWARK

AND

THE UNION OF INDEPENDENT SECURITY WORKERS (LOCAL 101)

APPLICABLE TO PROVISIONAL EMPLOYEES

SENIORITY

Seniority shall be based upon the length of continuous employment within the bargaining unit covered by this agreement. All shift reassignments, displacement of employees for any reason, except discharge, and recall from lay-off, shall be made on the basis of employee seniority.

All shift vacancies shall be posted and unit employees shall be given an opportunity to bid for the assignment.


Laid-off employees shall be notified of recall to employment by telegram sent to the last known address on record with the Personnel Department, within seventy-two (72) hours of their intention to return to work, if they fail to do so they forfeit their re-employment rights and, if employed subsequently shall be treated as new employees.

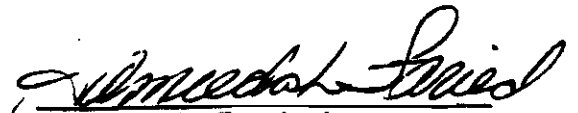
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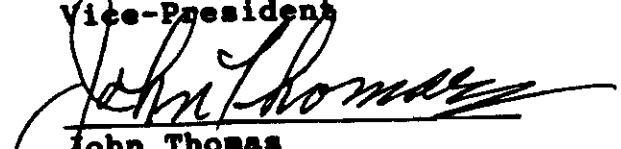
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Local 101 Union of  
Independent Security  
Workers

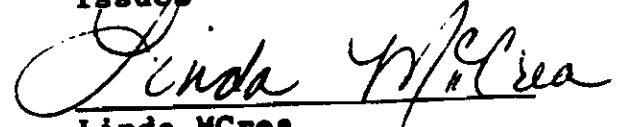
  
Hameedah Faried  
President


  
Hameedah Faried  
President

  
Kent Grimsley  
Vice-President

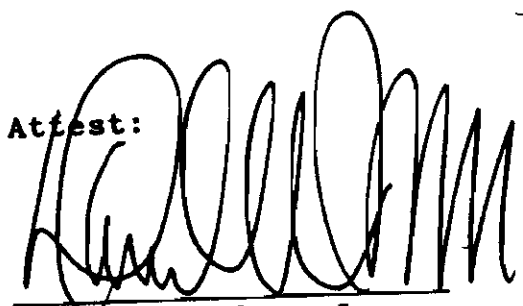
  
John Thomas  
Director of Operations


  
Steve Cadena  
Director of Technical  
Issues

  
Linda MCrea  
Secretary and Treasurer

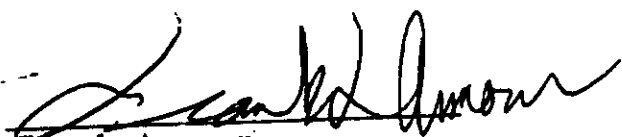
  
Clifford Williams  
Business Agent

Housing Authority of  
the City of Newark

Attest:  
  
Daniel W. Blue, Jr.  
Secretary

  
BY: Zinnerford Smith  
Chairman

Reviewed and Approved  
as to Legality

  
Frank Armour  
Acting General Counsel

A G R E E M E N T

BETWEEN

THE HOUSING AUTHORITY OF THE CITY OF NEWARK

AND

UNION OF INDEPENDENT SECURITY WORKERS

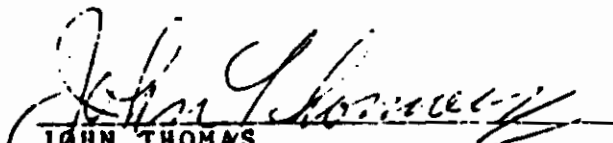
LOCAL 101

The HOUSING AUTHORITY OF THE CITY NEWARK and the UNION OF INDEPENDENT SECURITY WORKERS, LOCAL 101 having completed negotiations over the terms and conditions of employment for the Unarmed and Armed Security Guards employed by the HOUSING AUTHORITY OF THE CITY OF NEWARK as of March 20, 1991 agreed as follows:

1. The UNION OF INDEPENDENT SECURITY WORKERS, LOCAL 101 and the HOUSING AUTHORITY OF THE CITY OF NEWARK collective bargaining agreement whose language is contained in the document entitled second draft, proposed contractual language for contract between the HOUSING AUTHORITY OF THE CITY OF NEWARK and the UNION OF INDEPENDENT SECURITY WORKERS, LOCAL 101 dated March 20, 1991 and the memorandum entitled Confidential, HOUSING AUTHORITY OF THE CITY OF NEWARK - Proposal to the UNION OF INDEPENDENT SECURITY WORKERS, LOCAL 101 dated March 6, 1991. These documents contain the total agreement of the parties and will be incorporated into a final document which the parties agree to execute upon presentation for execution.

2. There remains as an issue between the parties, UNION'S demand for retroactive wage payments for those individuals who were terminated, resigned, or laid off prior to the execution of the collective bargaining agreement cited above. The parties agree that this issue is to be presented to PERC and the decision to be rendered by PERC shall be binding upon the parties. It is further agreed that the existence of this issue shall not effect the obligation of either to execute the agreement cited in Section 1 of this memorandum of agreement.

ATTEST:

  
JOHN THOMAS  
Director of Operations

INDEPENDENT SECURITY WORKERS  
LOCAL 101

  
STEVE CADENA  
Director of Technical Issues

ATTEST:

  
BENJAMIN J. QUATTLEBAUM, II  
Chief of Staff

HOUSING AUTHORITY OF THE  
CITY OF NEWARK

  
GRADY McMILLON  
Sr. Associate Counsel