# COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE WOODBRIDGE HOUSING AUTHORITY

AND

**TEAMSTERS LOCAL UNION NO. 469** 

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS

OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2009

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# **PREAMBLE**

This Agreement, entered into by the Woodbridge Housing Authority ("Authority") and Teamsters Local No. 469 ("Union"), has as it's purpose the establishment of rates of pay, hours of work and other terms and conditions of employment for employees of the Authority who are members of the Union.

#### **ARTICLE I - RECOGNITION**

- A. The Woodbridge Housing Authority ("Authority") recognizes Teamsters Local Union No. 469 ("Union") as the sole and exclusive bargaining agent for the purpose of establishing wages, Hours and other conditions of employment for all Employees in the classifications listed in Appendix "A" attached hereto and hereby incorporated into and made a part of the Agreement, and for such additional classifications as the parties may later agree to include.
- B. The title "Employee" shall be defined to include the plural as well as the singular, and shall also include males as well as females. The term "Employee" shall not include probationary employees.

# ARTICLE II - TERM OF AGREEMENT AND SUCCESSOR NEGOTIATIONS

- A. This agreement shall be for a two year term, commencing on October 1, 2007, and terminating on September 30, 2009.
- B. Negotiations for a successor agreement shall commence no later than January 30,2009, unless the parties mutually agree in writing to extend this period of time.

#### **ARTICLE III - REPRESENTATION FEE**

- A. The Authority agrees to deduct the Union monthly membership dues from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Authority by the Treasurer of the Union, and the aggregate deductions of all Employees shall be remitted to the Treasurer of the Union, together with a list of names of all Employees for whom the deductions were made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.
- B. Any Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within 120 days thereafter, any eligible new Employee who does not join within 120 days of initial employment within the unit, and any eligible Employee previously employed within the unit who does not join within ten days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employee of the unit, provided no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purpose of this provision, Employees employed on a ten month basis or who are reappointed from year to year shall be considered to be in continuous employment. The Union will keep the Authority informed of the correct name and address of the Treasurer of

- Local No. 469. The Treasurer will keep the Authority informed, in writing, of any change in the amounts to be deducted.
- C. The Union agrees to save the Authority harmless from any action or actions commenced by any Employee against the Authority, for any claim arising out of such deduction, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as provided. Errors made by the Authority in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

- A. It is hereby agreed that the Authority has the right to discipline and/or discharge permanent Employees for just cause. The Authority agrees to advise the Union of any such actions, and the reason therefore, at the time of such action (if the employee consents to such notice to the Union).
- B. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours or working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement.
- C. An aggrieved employee shall present his grievance in writing to his/her immediate supervisor within 5 working days of its occurrence, or said grievance shall be deemed to have been waived by the Union and the Employee. In the event of the filing of such grievance, the following steps shall be followed:
  - 1. The Employee individually, in the presence of a steward, shall take up his or her complaint with the immediate supervisor. In the event that the complaint is not satisfactorily settled within 5 working days, the Employee and a Shop Steward shall sign a written complaint and forward the grievance to the next step in the procedure. A Shop Steward shall be permitted during working hours to process complaints without loss of pay.
  - 2. The designated Shop Steward will file the grievance with the Executive Director (if the Union is unhappy with the resolution of the grievance by the immediate supervisor). In the event that the grievance is not satisfactorily adjusted by the Executive Director within 5 additional working days, both parties shall complete and sign the grievance form and forward the matter to the next step in the procedure.

- 3. If the foregoing steps do not result in a settlement of the grievance, either party may file a written grievance with the Grievance Committee. the aggrieved Employee and/or Shop Steward shall present the written grievance to the Grievance Committee within 5 working days of the occurrence which gave rise to the grievance, or said grievance will be deemed waived by the Union and the Employee.
- 4. The Grievance Committee shall consist of the Business Agent of the Union, the Shop Steward, the Executive Director of the Authority, and the Supervising Housing Technician or designee. the Grievance Committee shall meet within 7 days of its receipt of the written grievance to consider the grievance.
  Notwithstanding any other provision of this Step a decision must be announced within 10 days of the date the grievance was filed at Step 3.
- 5. If the grievance is resolved by a vote of ¾'s majority of the Committee, the decision of the Grievance Committee shall be final and binding on all parties, and no party will be permitted to appeal that decision. If the decision of the Grievance Committee does not result in a ¾ majority vote, the Union may proceed to the next step within 5 days of the Committee's decision by the filing of an appeal with the Public Employees Relations Commission. Said submission must occur within 10 working days of the Committee's decision or the grievance shall be deemed waived.
- 6. The decision of the arbitrator shall be deemed final and binding, and neither the Employee nor the Union shall have any rights of further administrative appeal.

  Any costs incurred by the parties during the arbitration shall be borne by them.

  The arbitrator's fees shall be borne equally by both parties. The arbitrator shall have no authority to render a decision which adds to the terms of this Agreement, nor shall the arbitrator ignore any provision of the Agreement.

- D. An employee who believes they have a grievance shall request permission to call the shop steward. Such permission shall not be unreasonably denied. After obtaining supervisor approval only, the Shop Steward will meet with the employee at the employee's work station or place, as directed and approved by the appropriate supervisor.
- E. An employee who believes that he or she has a grievance is not to leave his or her work station without permission, nor is he or she permitted to refuse to perform assigned duties.
- F. It shall be the intention of the parties to settle all differences between the Authority and the Union through the grievance procedures of this Agreement. Therefore, the employer agrees that it will not lock out its employees, and the Union agrees that it will not strike, cause a slow down, or engage in any work stoppages during the term of this Agreement. Any Employee who violates the terms of this section shall be subject to immediate discharge. This grievance procedure shall apply only in circumstances when an employee does not have any rights of appeal under Civil Service.
- G. All disciplinary actions shall be conducted in a fair manner, and shall be consistent with the infractions for which disciplinary action is being taken. All suspensions and discharges shall be stated in writing and the reason stated, and a copy given to the employee within 5 work days from the date of said suspension.

Disciplinary actions will normally be taken in the following order:

- 1. Oral Warning
- 2. Written warning
- 3. Suspension without pay
- 4. Discharge

The above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. No employee shall be penalized, discharged, or suspended without just cause. If an employee has appeal rights under Civil Service, that employee must utilize Civil Service procedures (and not the grievance procedures) to challenge any discipline imposed upon him or her.

# **ARTICLE V DISCRIMINATION**

The Authority and the Union agree that there shall be no discrimination or favoritism exercised by either party for reasons of sex, age, nationality, marital status, race, religion, political affiliation, handicap, union membership or lack thereof, or participation or non-participation in legal union activities.

#### **ARTICLE VI SENIORITY**

- A. Until an employee has served an initial 120\_day probationary period, it shall be deemed that the employee has no seniority status, and said employee(s) may be discharged or laid off with or without just cause, and such discharge or layoff shall not be subject to the grievance procedure.
- B. Layoff or recall of permanent employees shall be in accordance with seniority in each job classification. The names and addresses of the employees laid off from the bargaining unit will be maintained on a recall list for a period of twelve months from the date of such layoff, and such employees will be offered their job classifications in the event of a recall. If a laid-off employee is notified by telephone or by letter sent certified mail to the employee's last known address on the records of the Authority to report to work, the employee must notify the Authority within 5 days of the employee's intention to comply or accept, and must report to work within 2 weeks of such notification, or the employee shall cease to have any rights based on seniority, and shall be terminated.

# **ARTICLE VII PROMOTIONS AND TRANSFERS**

The Authority agrees with the concept of upward mobility. The Authority reserves and shall have the right to make promotions and transfers. Jobs to be filled through promotions and transfers shall be posted on the Authority bulletin board for a period of 5 working days. Management shall normally make a determination of the filling of such posted positions no later than 30 working days after the close of the posting period. After an award is made of a promotion or transfer, the name of the person promoted or transferred shall be posted for 5 working days following acceptance of said award. There shall be no promotions or transfers without prior notification to the Union.

# ARTICLE VIII HOLIDAYS AND PERSONAL DAYS

A. All Employees shall receive the following paid holidays:

New Year's Day

Columbus Day

Martin Luther King's Birthday

Election Day

President's Day

Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Independence Day

Christmas Day

Labor Day

- B. Employees shall not be paid for holidays unless they work or use a vacation or personal day on the day immediately preceding and/or immediately following the holiday This shall not apply to on-call personnel.
- C. All Employees shall receive 4 personal days. Personal days shall accrue at the rate of one every 3 months in the first year of employment. After one year of employment, employees shall receive four personal days as of January 1. Personal days must be used within 12 months of having been earned, and shall be deemed lost if not used in that time period. If an employee uses all four personal days and requests additional personal days and is granted said days, they shall be unpaid. Personal days can not be used consecutively. If an employee has used all sick and vacation time, they shall be charged personal days in the event days are missed.

#### **ARTICLE IX VACATIONS**

A. All full-time Employees shall accumulate annual vacation leave in the following manner:

1.	Employees with 1 to 5 years service:	12 days
2.	More than 5 to 10 years service:	15 days
3.	More than 10 to 15 years service:	18 days
4.	More than 15 to 20 years service:	20 days
5.	More than 20 years of service:	25 davs

- B. New Employees shall accrue 1 vacation day per month and shall be allowed to use 6 vacation days after 6 months of employment. After one year of employment, employees shall receive their annual vacation as of January 1.
- C. All vacation time must be earned/accrued. Employees in each department may make initial vacation selections by January 31 for that year. In cases of scheduling conflicts, vacation time will be approved bases on Authority seniority. Any vacation time not used in any calendar year may be rolled over to the following year, but must be used in that year. Employees may not bank more than 30 days of vacation time at any time. Employees shall not use accrued vacation time during their 120 day probation period.
- D. An Employee who is separated from employment with the Authority shall be paid his/her accumulated vacation leave in a lump sum at the time of separation, except for instances when the Employee is separated for just cause, in which event the Employee shall not be reimbursed for accumulated vacation time.

#### ARICLE X SICK LEAVE

A. Employees shall accumulate sick days at the rate of 15 per year. All sick time must be accumulated prior to taking. In the event that any Employee is sick and has no accumulated sick time, vacation time or personal days may be used, at the Employee's discretion. In the event that the Employee has no sick or vacation time accumulated, the Employee shall

be docked pay for each day of work missed.

- B.. Employees shall be paid for sick leave taken because of illness or accident. A doctors certificate shall be required for any periods of sick leave in excess of three consecutive working days or as otherwise when required by the Executive Director. Management and/or the Union will notify employees required to present a physician's verification, at management expense, by calling the employee at home by 9:30A.M. on the date of absence. This physician's visit will be to a physician of the Authority's choice, unless the employee chooses to pay for the visit, in which case the employee may visit the physician of his/her choice. If the employee visits the physician of his/her physician, the Authority has the right thereafter to send the employee for a second opinion (at the Authority's cost).
- C. Upon retirement, the Authority will pay the employee for no more than 30 days of combined sick and vacation, regardless of time accrued. Any employee dismissed by the Authority for just cause will not be entitled to any monies for any sick time accumulated.
- D. The State and Federal Leave Acts are a part of the Authority's sick leave policy.
- E. Separate from paragraph B above, the Executive Director or his/her designee and

the Union may request a physician's verification at any time from employees who use more sick leave than the Authority average or when an employee has demonstrated a pattern of abuse.

F. When an employee is on disability leave and is using paid sick time, he/she will continue to accrue vacation if it is a paid leave. Employees must, when on disability leave, use all sick time currently available at the time the employee becomes disabled. When the employee has exhausted all sick time, and is therefore on an unpaid leave of absence (regardless of whether the employee is obtaining worker's compensation benefits), he/she will not continue to accrue vacation time during the said period of unpaid leave. The E.D. reserves the right to approve unpaid leaves of absence when time is not available to the employee

# ARTICLE XI BEREAVEMENT LEAVE

A. In the event of death in the Employee's immediate family, the Employee shall be granted 3 consecutive work days off with pay. For the purpose of this clause, the immediate family shall be defined as follows: father, mother, spouse, child, grandparents, grandchildren, sister, brother, father-in-law or mother-in-law. In the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepmother, stepfather, or stepchild the Employee shall be granted 2 consecutive working days with pay. If the funeral to be attended by the Employee for the death of an immediate family member is out of New Jersey, 2 additional days' paid leave will be granted to the Employee (for a total of 5 days). The Authority reserves the right to request documentation concerning the relationship.

# ARTICLE XII WORK HOURS AND OVERTIME

- A. All maintenance Employees shall work a 40 hour work week (8 hours per day). The regular work week for office personnel shall consist of 35 hours per week (7 hours per day).
- B. Pursuant to N.J.A.C. 12:56-6.1 (Wage and Hour Regulations), or as amended, for each hour of work time in excess of 40 hours in any one week (except as provided in N.J.A.C. 12:56-7.5), the Authority will pay to each of the employees wages at the rate of one and one-half (1&1/2) times the employee's regular hourly wage.
- C. At no time will any employee be paid double time for overtime work. Office staff will not be permitted to work a "flex" schedule without the prior written approval of the Executive Director.
- D. Maintenance employees who live in apartments pursuant to a "use and occupancy" agreement with the Authority shall not earn overtime for any extra work, with the exception of snow removal work.
- E. Office Employees shall not eat lunch at their desks.
- F. No overtime will be paid either in the form of money or compensatory time unless it has been specifically approved by the Executive Director or his/her designee.

#### **ARTICLE XIII LONGEVITY**

Current Employees with five or more years of service since October 1997 shall, in addition to their base salary, receive longevity payments in a lump sum in January, 2003 and thereafter in October of each contractual year according to the following schedule:

After 5 years of service post 10/97	2.5%
6-10 years of service post 10/97	3.5%
11-15 years of service post 10/97	4.5%
16-20 years of service post 10/97	5.5%
21-25 years of service post 10/97	7.0%
After 25 years of service	

Employees with less than five years of service shall receive longevity pay in a lump sum in October of each contractual year upon completion of their fifth year of employment with the Authority according to the above schedule.

# <u>ARTICLE XIV - CLOTHING ALLOWANCE</u>

A. The Woodbridge Housing Authority will initially supply each maintenance employee, after the completion of a 4 month probationary period, with the following clothing (depending upon which category of employment to new employee falls in:

1. Maintenance employees shall receive 4 shirts, 1 winter-weight Carhart-type jacket with hood, 2 sweatshirts and 4 summer tee shirts. These employees shall not receive or be required to wear Authority pants, and may wear jeans to work, so long as the jeans are not frayed or torn or tattered and present a clean and professional image.

These employees shall also receive, at the end of their probationary period and every 12 months thereafter, \$125.00 for a pair of workboots. A legible, dated receipt must be presented for reimbursement. New workboots must be purchased by employees, if at all, during the month of October.

Said employees are required to wear these boots whenever they perform outdoor work.

- a) As a safety requirement, all Maintenance bargaining unit employees working in "family" units are required to wear boots in performing all duties and positions except in the case of foul weather. In that case, (Sorrel, type) boots or rubber pullover boots that are supplied by the Authority may be worn for warmth and dryness.
- b) Work/construction type work boot, ankle work boot with hard soles and leather uppers will be considered acceptable. Examples are Timberline, Dunham, Dexter, Thinsulate, etc. Required footwear will be in compliance with State Regulations and the Woodbridge Housing Authority.
- 2. For Senior building/high rise employees, 2 sweatshirts, 1 winter-weight Cahart-type jacket with hood, 4 pairs of pants and 4 summer tee shirts will be issued. These Employees shall, after their probationary period and every 18 months thereafter, receive

\$50.00 for "safety sneakers", which these employees must wear while at work. A legible, dated receipt must be presented for reimbursement.

- 3. During the probationary period, safe and appropriate footwear must be worn.

  This will be explained to new employees and be presented as a condition of employment.
- 4. Employees who report to work without the appropriate footwear will not be allowed to start working, but will be sent home to obtain proper footwear. At the employee option, time lost will be considered unpaid time or annual leave if available.
- 5. Shirts and jackets are to have the appropriate emblem affixed. Each employee will maintain his or her own uniforms and must replace damaged or lost uniforms at the employees expense, unless it can be proven that any such damage or loss was incurred in the line-of-duty. Uniforms will be worn by employees during work hours, not otherwise.
- 6. Rain gear will be provided to employees when they are required to work in inclement weather.
- 7. Working gloves will be provided as determined by the Director of Operations or his/her designee.
- B. Upon initial supply of above required clothing to each employee, each employee will be given a chit to spend at a specified retail location as directed by the Woodbridge Housing Authority. A list of clothing is outlined above in items A1 through A5.

### **ARTICLE XV – WAGES**

- A. Effective October 1, 2007 and 2008, employees will receive a 4% increase to their base salaries.
- B. Staff and Maintenance shall be compensated for completion of any additional certified schooling authorized by the Director at the sum of \$1,000.00 to be rolled into the base salary.

#### <u>ARTICLE XVI – HEALTH BENEFITS</u>

A. Effective October 1, 1996, employees who elect to receive parent/child, husband/wife, or Family coverage under the State Health Benefit Plan's "traditional" coverage will, as of October 1, 1996 and for each month thereafter that they continue to be enrolled in "traditional" Coverage, pay the current difference between a monthly cost of that coverage and the cost of the New Jersey plus plan in the State Health Benefits plan.

Effective July 1, 1996, employees may also enroll in the State Health Benefit Plan's various HMO's without making any contributions for health insurance.

- B. The current dental plan will continue to be offered by the Authority for the life of this Agreement.
- C. The current prescription plan offered to Employees will be eliminated as of July 1, 1996. Employees who select an HMO under the State Health Benefits Plan which includes a prescription plan will receive coverage under that particular HMO. Employees who choose a PPO or a HMO under the State Health Benefits Plan which does not include a prescription plan, As well as Employees enrolled in a traditional health insurance plan will, effective July 1, 1996, Receive State Health Benefits Prescription coverage at Authority expense (except for \$1.00/\$5.00 co-pay).

#### ARTICLE XVII - LEAVES OF ABSENCE

- A. An Employee summoned to jury duty will be paid his/her full salary, less any monies received from the court, for such jury duty (these monies will be forwarded to the Executive Director or his/her designee). An employee who is discharged from jury duty service prior to the end of his/her regular work day with the Authority shall report to work.
- B. Any Employee who leaves his/her position to enter into military service in time of war or any other period of national emergency, as declared by the President of the United States, in connection with a national defense or by reason of being drafted shall be carried on the rolls in the military status leave.
- C. Upon the Employee's honorable discharge from military service, he/she shall be entitled the same or compensatory position which he/she occupied prior to entering into military service, provided the Employee applies for re-employment within ninety days after his/her discharge.
- D. Military leaves of absence with pay, in accordance with the number of calendar days each year permitted by existing federal and state law, will be granted to permanent Employees who are reservists of the Armed Forces or members of the National Guard.
- E. To cover unusual or unforeseen occurrences which may arise, special unpaid leave may be granted by the Authority, at the sole discretion of the Executive Director. A denial of a request for such leave shall not be subject to the grievance procedure of this agreement.
- F. The current temporary disability plan, provided by the Authority to Employees pursuant to the State Temporary Disability Plan, shall continue to be offered to all Employees for the life of this Agreement.

#### <u>ARTICLE XVIII – MISCELLANEOUS</u>

- A. Authority employees will be reimbursed by the Authority at the current I.R.S rate per mile which they drive on behalf of the Authority. Said reimbursement will only be made for driving done at the direction of the Executive Director or his/her designee.
- B. It is hereby agreed that this collective bargaining agreement contains the full and complete agreement of the parties on all subjects upon which the parties bargained. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue.
- C. It is mutually understood and agreed that the Employer has the prerogatives of management in the direction of Employees including, but not limited to, establishment of reasonable work rules; rights of hiring; suspending; discharging for just cause; demoting; promoting; transferring; assigning or reassigning; or scheduling to determine the standards of selection for employment; of maintaining the efficiency of the operation and technology of performing its work; establishing contracts or subcontracts for Employer operations, provided that this right shall not be used for the purpose or intention of undermining the Union or discriminating against its members; of determining the methods, means and Personnel by which its operations are to be conducted; of determining the content of job Classifications.
- D. Bulletin boards shall be made available by the Authority at the Main Office

  Administration Building, located at 20 Bunns Lane, as well as the Maintenance Building,
  located at 10 Bunns Lane, for the exclusive use of the Union, in order for the Union to post
  Union announcements and other information.
- E. It is understood and agreed that if any Article or Section of this Agreement should Be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and/or any rider

attached hereto, or the application of such article or section to persons or circumstances other than those which the article or section has been held invalid, shall not be affected thereby.

- F. It is agreed that representatives of the Authority and the Union will meet from time to time, upon request of either party, to discuss matters of general interest or concern, including matters which are not necessarily a grievance as such.
- G. The Authority shall make available to all present and future Employees copies of this Agreement.
- H. A job description shall be in each Employee's personnel file. Upon reasonable notice an Employee may be permitted to inspect his/her job description, evaluations, and any disciplinary notices contained in the Employees personnel file.
- I. Employees will receive a written account of all accumulated time (vacation, sick, and personal) no later than November 1<sup>st</sup> of each year.
- J. The Union shall not instigate, call, engage in or advocate the direct sanction of a strike, work stoppage, mass absenteeism, or any other form of reprisal which will interfere with the provision of the Authority's service to the community. The commission of such action by the local Union or its members shall be deemed in violation of this agreement. In the event of such violation, the Local Union and/or its officers, agents, and members shall be subject to appropriate penalties.
- K. A written list of Union officials and stewards shall be forwarded to the Authority Immediately after their designation, and the Union shall notify the Authority promptly of any changes of such union stewards or officers. The Authority recognizes the right of the Union to appoint a Shop Steward and an Alternate Shop Steward.
- L. Representatives of the Union, who are not Employees of the Authority, shall be Permitted to visit with Employees during working hours, with the prior permission of the

Executive Director. The Union may have access to Woodbridge Housing Authority facilities to hold meetings with prior approval obtained from the Authority.

#### **DURATION**

This Agreement shall take effect as of October 1, 2007 and shall remain in effect until September 30, 2009. This agreement shall not be extended orally, and is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

**WOODBRIDGE HOUSING AUTHORITY** 

Зу: \_\_\_

**TEAMSTERS LOCAL NO. 469** 

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WITNESS:

Dated: