

4/23/09

AGREEMENT
BETWEEN
HOUSING AUTHORITY OF THE CITY OF NEWARK
(Newark, New Jersey)

and

SKILL TRADES ASSOCIATION, INC.
(Non Supervisory Unit)

APRIL 1, 2007 through MARCH 31, 2011

Dorf & Dorf, P.C.
2376 St. Georges Avenue
Rahway, New Jersey 07065

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PREAMBLE

THIS AGREEMENT made this _____ day of _____, 2009, between the HOUSING AUTHORITY OF THE CITY OF NEWARK (hereinafter referred to as the Authority) and the SKILL TRADES ASSOCIATION, INC. (hereinafter referred to as the Association), represents the complete and final understanding on all bargainable issues between the Authority and the Association.

ARTICLE I
RECOGNITION

A. The Authority hereby recognizes the Association as the exclusive bargaining representative concerning the terms and conditions of employment of permanent skilled trade maintenance personnel employed by the Authority consisting of Elevator Mechanics, Boilermakers, Carpenters, Electricians, Masons, Painters, Plumbers, Welders, Roofers, Oil Burner Mechanics, Resilient Floor Repairmen, Steam Fitters and Asbestos Workers as certified in the unit in accordance with P.E.R.C. Docket No. 93-7 and any subsequent cases before the Public Employment Relations Commission involving the parties concerning the subjects of representation and/or unit clarification.

B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females.

ARTICLE II
ASSOCIATION-MANAGEMENT COOPERATION

It is the common objective of the parties to obtain economy and efficiency of operations, safety for employees, increased productivity, protection of property and cleanliness of projects and to cooperate to those ends.

ARTICLE III
ASSOCIATION SECURITY

A. The NHA shall deduct and transmit monthly membership dues and other proper assessments from the earned wages and/or salaries of each Union member upon the written authorization of the employee. 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 pay period. Deduction of dues shall date from the date of submission on or before the payroll date on which such deductions are made. Deduction of dues shall be made from the second (2nd) pay period of the month. A certified listing showing the amount of dues deducted, and the monies reflecting the amount of the deductions of all bargaining unit members shall be forwarded to the Skilled Trades Association, seven (7) days after the deduction. The listing shall show the current employment status of all bargaining unit employees. Employees on a paid leave ~~will have their dues deducted from wages and/or salaries and employees on unpaid leave shall make payment of dues directly to the Union Office.~~ In the event an employee on leave does not make said payments, the NHA, upon the employee's return to work and notification from the Union shall deduct the dues from his/her salary for the month or months in arrears. Dues deduction arrearage shall not exceed the equivalent of three (3) months per payment.

B. Agency Shop

1. Representation Fee

The Authority agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Authority.

2. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the

regular membership fees, dues, and assessments. The computation of such fair share fee shall be in accordance with applicable law.

3. Challenging Assessment Procedure

- a. The Association agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.
- b. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Authority pending final resolution of the challenge.

4. Deduction of Fee

No fee shall be deducted for any employee sooner than the:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. Tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

5. Payment of Fee

The Authority shall deduct the fee from the earnings of the employee and transmit the fee to the Association on a monthly basis during the term of this Agreement.

6. Dues Check-Off

Payroll deduction for dues to the Association from members who are employees of the Authority covered by this Agreement shall be made by the Authority upon the submission to the Authority by the Association of notification from said employee authorizing the deduction of dues from their pay. The appropriate Authority official shall forward said dues deductions to the Association on a monthly basis during the term of this Agreement. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of a notice of withdrawal with the Authority. The filing of a notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

7. Miscellaneous

The Association shall indemnify, defend and save the Authority 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 Authority in reliance upon fair share information and/or information concerning the

names of the employees and the amount of dues or fair share fees to be deducted.

ARTICLE IV
ASSOCIATION BUSINESS

A. The Authority recognizes the right of the Association to designate an Association representative and one (1) alternate to represent the Association and the employees covered by this Agreement. The alternate will act on behalf of the Association only in the absence of the Association representative. The Association shall furnish the Authority annually with the name of the Association representative and alternate and will notify the Authority within fifteen (15) calendar days of any changes.

B. The Authority of the designated Association representative(s) shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievance(s) in accordance with the provisions of the collective bargaining agreement. The Association representative shall be released from work by his supervisor only at such time when it is convenient to the Authority and only to the extent necessary to make the investigation and for conferring with the Authority's representatives.

2. That the Association representative has no authority to take strike action or to interrupt the Authority's business.

3. The Association representative is authorized to investigate, present and process grievances, provided such activity is not disruptive of any work and not disruptive of the schedule or manpower of any other member of the bargaining unit who may be involved in the grievances.

4. The Association representative (or designee) may request permission of his supervisor for time to handle the duties outlined in Section B of this Article. Request for such time will generally be on Tuesday and/or Thursdays. In the event the supervisor denies permission for the time requested, the supervisor will advise another time which may be available to the Association representative for the conduct of such business. In no event, however, shall the duties of the Association representative interfere with the work and responsibilities of the NHA.

5. Any settlement of a grievance by the Association representative and/or supervisor of an employee involved in such disputes shall be reviewable by the Authority and the Association at the request of either, and no such settlement shall establish a precedent or conflict in any manner

with the provision of this Agreement.

ARTICLE V
MANAGEMENT RIGHTS

A. The Authority hereby retains unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Authority Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Authority.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required and to determine when overtime should be worked, and by whom. All employees may be required to work a reasonable amount of overtime and whenever possible overtime shall be distributed equitably.

3. The right to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Authority after advance notice thereof to the employees and to require compliance by the employees.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason(s).

7. To make such changes as it deems desirable and necessary for the efficiency and

effective operation of the Authority.

8. To subcontract any or all of the work performed by employees covered by this Agreement. The Union will have the opportunity to discuss such subcontracting and upon request will be furnished with a copy of an RFP, if appropriate.

9. To establish the table of organization and the Authority's departments, divisions, and other organizational units, including, but not limited to the right to organize and reorganize the Authority; to determine the size of departments, divisions, and other organizational units; to determine the classifications assigned to the departments, divisions, and other organizational units; to transfer work to and from and within and without the departments, divisions, and other organization units; to assign or transfer employees to the departments, divisions, and other organizational units; and to determine the purpose of each department, division, and other organizational unit.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement provided such terms are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE VI GRIEVANCE PROCEDURES

A. A grievance is a dispute arising from the interpretation, application or alleged violation of this Agreement and may be raised by the Association on behalf of an employee or group of employees or by the Authority.

B. Steps of the Grievance Procedure

The following grievance procedure constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived in writing by mutual consent:

Step One

The Association on behalf of an aggrieved employee or group of employees of the Authority shall file its grievance under the provisions hereof within twenty (20) calendar days of the occurrence

of the grievance. Failure to act within said twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance. Nothing shall prohibit the parties from making an effort to informally resolve their differences before the twenty (20) day period elapses.

The employer's supervisor shall render a written decision within ten (10) calendar days after receipt of the grievance.

Step Two

If the grievance is not resolved at Step One, the Association representative may submit the grievance, in writing, to the Chief Human Resource Officer within ten (10) calendar days after receiving the Authority's Step One decision. The Chief Human Resource Officer shall render a written decision within ten (10) calendar days after receipt of the grievance. The Chief Human Resource Officer, in his or her sole discretion, may schedule a grievance hearing at the request of the Association representative. The Chief Human Resource Officer or a person designated by the Chief Human Resource Officer will preside over the hearing. In the event such a hearing is held, the Chief Human Resource Officer or his or her designee shall render a written decision within twenty (20) calendar days of the hearing.

Step Three - Arbitration

If the grievance is not resolved at Step Two, the Association representative may submit the grievance to arbitration by filing a Request for Panel of Arbitrators with the New Jersey Public Employment Relations Commission not later than thirty (30) calendar days after receiving the Authority's Step Two decision. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

The arbitration shall be conducted in accordance with the following:

1. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions. The decision of the arbitrator shall be binding subject to the rights of the parties under N.J.S.A. 2A:24-1 et seq..
2. The arbitrator shall comply with and be bound by the provisions of this Agreement. The arbitrator shall have no power to add to, delete, or modify any provisions of this Agreement.
3. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement, or applicable law or rules or regulations having the force or effect of law.

4. The arbitrator's decision shall not usurp the functions or power of the Authority as provided by law.

5. The arbitrator shall be without power or authority to render advisory opinions, to grant interim or injunctive relief, to award interest, or to award punitive damages.

6. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

7. The cost of the arbitrator will be borne equally by the Association and the Authority and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the party incurring same.

8. Arbitration hearings shall not be held until after the expiration of at least thirty (30) calendar days after the decision rendered at Step Two by the Chief Human Resource Officer or his or her designee.

C. General Provisions.

1. The sole remedy available to any employee for an alleged breach of this Agreement, except for disciplinary matters as noted below, will be pursuant to the grievance procedure of this Article. With respect to discipline, five (5) or less days of suspension may be pursued to arbitration, while six (6) or more days of suspension, up to and including termination, may be pursued through arbitration or the Department of Personnel, but not both, in accordance with Section 2 below.

2. In the event that the aggrieved employee and/or the Association elects to pursue remedies concerning discipline available through the New Jersey Department of Personnel, the grievance shall be withdrawn, with prejudice, from the procedure contained herein and any filing fees and expenses incurred by the Authority shall be reimbursed to the Authority by the aggrieved employee or the Association.

3. Nothing contained herein shall be construed to require the Association or the Association representative to file, process or appeal from step to step of the grievance procedure any grievance that the Association or the Association representative deems to be without merit or in conflict with the position of the Association as the exclusive collective negotiations representative.

4. A grievance that is not appealed to the next step shall be deemed an acceptance by the Association of the Authority's decision at the present step of the grievance procedure.

5. The sole remedy available to any employee for any alleged grievance between the

parties covered by this Agreement shall be pursuant to the grievance and arbitration procedure.

6. Either party may waive any of the steps of the grievance procedure, but any such waiver may only be perfected in writing and with the consent of the other party.

7. In the event that the Authority fails to respond to a grievance in writing within the time limits specified, then the failure to respond shall be construed as a negative response and the Association may proceed to the next step in the grievance procedure within the required time limit.

ARTICLE VII UNIFORMS

A. The Newark Housing Authority will provide eleven (11) sets of uniforms and a winter jacket and two (2) lightweight jackets for all employees covered under this Agreement.

Said uniforms are to be maintained by the employees. An \$80.00 (eighty dollar) uniform allowance will be given each year at six-month intervals, in increments of \$40.00 (forty dollars) per employee. The allowance will be paid in June and December of each year.

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

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

D. 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.

E. At the discretion of the Authority, the uniform allowance may be abolished as long as the Authority provides for the furnishing and cleaning of uniforms.

ARTICLE VIII WAGES

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

As of April 1, 2007 all employees shall receive a 2.0% increase to their base salary.

As of April 1, 2008 all employees shall receive a 3.0% increase to their

base salary.

As of April 1, 2009 all employees shall receive a 3.0% increase to their base salary.

As of April 1, 2010 all employees shall receive a 3.0% increase to their base salary.

- B. 1. Employees hired on or before March 4, 2009 who are actively employed shall be entitled to longevity pay based upon continuous years of service as following:

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

2. Employees hired on or after March 5, 2009 will not be eligible for longevity payment.

C. When an employee is called out from home, and responds to the call, that employee shall be entitled to receive compensation at the overtime rate for hours actually worked. However, if any time is contiguous to the employee's regular work day, the employee will receive straight time commencing with the employee's regular working hours.

D. There will be no premium pay, travel pay or subsistence pay for any work covered by the 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 ten (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.

ARTICLE IX
WORK WEEK

A. The regularly scheduled work week shall consist of five (5) consecutive work days of eight (8) hours each. Presently there are two (2) work periods. Period one is Monday through Friday and period two is Wednesday through Sunday and there are at present two shifts as follows:

Shift 1 - 8:00 a.m. - 4:30 p.m.

Shift 2 - 3:30 p.m. - 12:00 midnight

The Authority agrees that there will be no change in the work periods and/or shifts contained in this article without two weeks' notice to the Union and the employee, except in cases of emergency. The work week and schedule set forth in this Article are subject to the Authority's right in its discretion to establish different work weeks for periods of five (5) consecutive days, and to establish new shifts and/or alter existing shifts.

B. Employees covered under this Agreement who work more than forty (40) hours in a seven (7) day work period shall be entitled to overtime pay at the rate of one and one-half (1½) times the employee's regular rate of pay. In calculating an employee's eligibility for cash overtime, paid leave time shall not be considered work hours.

ARTICLE X
TRAINING AND TOOLS

A. Training

1. 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 Authority. Failure to successfully complete said course of study may result in disciplinary actions up to and including termination.

2. 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.

3. The Employer, in its discretion, may waive the preceding requirements when an employee has submitted evidence of having successfully completed an alternative course which has

been deemed by the employee to be equivalent in content.

B. 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 Authority shall not be responsible for the loss or damage to the personal tools of the employee, if loss or damage is due to employee neglect.

ARTICLE XI
INSURANCE

A. The Association and the Authority mutually agree that the NHA shall make available to all members of this bargaining unit and their dependents a program of hospitalization and medical benefits, including dental benefits. Such a program, after the signing of this contract and during the duration of this Agreement, shall not be reduced. It is further agreed that after the signing of the Contract and during the duration of this Agreement, any increases in dependent premiums after April 1, 1992, shall be paid in the following manner: one-third ($\frac{1}{3}$) of the dependent increases shall be paid by the employee, and two-thirds ($\frac{2}{3}$) of the dependent increases shall be paid by the Newark Housing Authority. In no event, however, shall the Authority pay any increase in excess of the HUD inflation factor.

B. Dental coverage shall be provided by Blue Cross and Blue Shield of New Jersey. Employees and eligible dependents are to receive prescription coverage with a \$5.00 co-payment.

C. The Authority agrees to pay \$200 per year for the employee and his/her dependents towards the purchase of eyeglasses and eye examination.

D. Employees covered under this Agreement will contribute ten percent (10%) of the annual premium costs for the prescription drug premium. In addition, employees will be responsible for a co-payment for drugs under the prescription plan, which will be five (\$5) dollars for generic and ten (\$10) dollars for name brands per prescription.

E. When a permanent employee has exhausted all accumulated leave time due to illness, the NHA shall pay the health insurance premiums due for the employee under the plan provided for the employee for the next three (3) months following the exhaustion of all earned leave time.

F. The Authority reserves the right to change insurance carriers and/or to self-insure so long as in the aggregate substantially similar benefits are provided.

G. The Authority shall establish and maintain an Employee Assistance Program (EAP) for all bargaining unit employees.

H. All employees with 25 years of service who have retired or will retire shall continue to receive their benefits upon their retirement, except as noted below. In no event, however shall there be duplication of benefits and employees covered under the State Health Benefits Program (SHBP) will not be covered by separate NHA plans. After the time of retirement, any increases shall be shared equally by NHA and said retired employee.

1. Employees who retire on or before April 30, 2009:

NHA shall reimburse such former (retired) employees the difference in co-payment between the SHBP for prescription drugs and the separate NHA prescription drug plan.

2. Employees who retire on or after May 1, 2009 will be covered only under the SHBP prescription plan.

ARTICLE XII JOB INJURY COMPENSATION

A. Whenever an employee in the bargaining unit is absent as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the employee or a representative of the employee shall notify his supervisor within 24 hours of the accident. Workers' Compensation will be as follows:

1. The Authority shall provide Workers' Compensation Insurance coverage for employee members of the bargaining unit, subject to the following terms and conditions:

a. The employee shall receive workers' compensation benefits directly from the Compensation carrier.

b. Any employee injured on the job, who has completed an accident report and has been examined by the Authority's physicians and advised when to return to work, shall return to work on the date specified by the physician.

B. This Article shall not apply in the event that:

1. Injury has been declared non-compensable by the Authority's Workers'

Compensation Administrators.

2. An employee has been released to return to work and does not return to work.
3. He/she has been attended by the Authority's Physician and has been released to return to work. and does not return to work.

ARTICLE XIII
HOLIDAYS

A. Employees shall be entitled to fourteen (14) paid holidays each year as follows:

New Year's Day	January 1
Dr. Martin Luther King's Birthday	January 15
Lincoln's Birthday	February 12
Washington's Birthday	3 rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Election Day (National and State)	1 st Tuesday in November
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25

B. In the event that any holiday falls on a Sunday, upon the approval of the Executive Director, the Authority shall observe the following Monday as the holiday. In the event that any holiday falls on a Saturday, upon approval from the Executive Director, the Authority shall observe the preceding Friday as the holiday.

ARTICLE XIV
VACATIONS

A. Current vacation benefits and regulations shall continue in effect during the term of this Agreement.

B. The parties agree that employees cannot carry over more than one year's earned vacation time into the coming year. It is fully understood that any excess vacation days will be forfeited.

ARTICLE XV
PERSONAL LEAVE DAYS

A. Personal Leave Days

Employees shall be granted up to three (3) personal days leave of absence during any calendar year with full pay for religious and/or personal reasons. Advance notice of two (2) work days and prior approval of the employee's supervisor shall be required in order to use a personal day, except in cases of documented emergencies. These days must be taken within the current year and may not be carried forward into the next year.

B. Prior to the completion of one (1) year of continuous services to the Authority, personal leave days shall be allocated on the following basis:

1. Employees starting between January 1 and April 30 shall be granted two (2) days' absence during the current year.

2. Employees starting between May 1 and August 31 shall be granted one (1) day's absence during the current year.

3. Employees starting between September 1 and December 31 shall be granted three (3) days' absence beginning January 1 of the following calendar year.

ARTICLE XVI
BEREAVEMENT LEAVE

A. In the event of death in the immediate family, a permanent employee may take up to five (5) consecutive work days commencing with the date of death or the day of the funeral, at the employee's option, without loss of pay. Employees, upon return to work from bereavement leave, will furnish documents to substantiate the leave. These documents will be submitted to the

Personnel Department and included in the employee's file.

B. For purposes herein, an "immediate family" member is defined as a husband or wife, child, brother, or sister, parent, father-in-law or mother-in-law, grandparents, stepparents and stepchildren.

ARTICLE XVII COURT LEAVE AND JURY DUTY

A. Employees shall be granted court leave and be excused without loss of regular straight time pay from their regularly assigned duties when subpoenaed to testify as a witness arising from their official Newark Housing Authority duties. No court leave shall be granted for cases arising out of Article XXIV, No-Strike-No-Lock Out provisions of this Agreement unless the employee is subpoenaed by the Authority. Any evidence of such attendance must be submitted to the employees' Department Director for transmittal to the Department of Personnel and the Department of Finance.

B. 1. Employees who are summoned to serve as a juror shall be excused without loss of regular straight time pay and shall submit evidence of such attendance to their Department Director for transmittal to the Personnel and Finance Departments.

2. When an employee is released prior to 11:00 a.m., the employee shall report to work no later than 12:30 p.m. in order to receive pay for that day. An employee who is notified in advance that he is not needed in court on a specified working day is required to report for work on such day.

Any monies received by the employee for his or her service as a juror is to be refunded to the Authority.

ARTICLE XVIII TERMINAL LEAVE

A. Upon normal retirement from the Public Employment Retirement System (PERS), an employee who is immediately eligible to receive retirement benefits shall receive a payment equivalent to a maximum of one-half (½) of the employee's earned sick leave. Payment to employees shall be paid up to one-half (½) their sick time, not to exceed \$15,000.00. These

payments include: early retirement, normal retirement, disability retirement and death of employee.

B. Terminal leave provisions will not apply to new employees hired on or after March 4, 2009.

ARTICLE XIX MILITARY LEAVE

A. Permanent employees who are members of organized Reserve Unit or National Guard and who are obligated to participate in weekly or monthly drills, will have their schedules adjusted so that they are available for such drills, provided that the employee furnishes to the Authority the drills or meetings schedule for their reserve unit or national guard at least sixty (60) days in advance of such sessions. Verification of such obligations must first be presented to the Personnel Department.

B. Any employee who is a member of an organized Reserve Unit or the National Guard shall notify the Personnel Department.

C. Any employee who is a member of an organized Reserve Unit or the National Guard for the State of New Jersey, and called for reserve duty for a period of fifteen (15) days or less annually, shall suffer no loss of regular straight time or benefits for such period. In addition, a leave of absence with pay shall be granted for other military duty when ordered by the Governor of the State of New Jersey or for employees who reside outside of the State of New Jersey, by the Governor of the state in which they reside.

ARTICLE XX USE OF PERSONAL AUTOMOBILE

A. A person using his/her vehicle on NHA business must first be authorized to do so and furnish the NHA in advance a valid and current drivers' license, a valid and current car registration, submission of evidence of public liability and property damage insurance coverage in the minimum amounts designated by the NHA. The Authority will have secondary liability insurance on such cars.

B. Employees using their cars are entitled to the prevailing IRS rate per mile. No current employee will be penalized for not wishing to use his own automobile for Authority business, unless he agrees in writing to do so as a condition of employment for his/her position.

ARTICLE XXI
DISCIPLINE

A. All disciplinary actions for just cause of employees represented by the Union or for any violation of provisions of this Agreement or rules or regulations of the NHA shall be processed through the grievance/arbitration provisions of this Agreement.

B. Disciplinary action will be progressive in nature, except as noted below. Exceptions to progressive discipline include if an employee has engaged in violence, malicious destruction of property, criminal intent, theft, use of illegal drugs on NHA premises or property, possession of fire arms or other illegal weapons, distributing illegal substances while on duty, reporting for work under the influence of illegal drugs or alcohol, is otherwise unfit for duty, is a hazard to any person if permitted to remain on the job and/or that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services. A disciplinary notice will be served in person or by certified mail within five (5) calendar days following the suspension. Any of the foregoing exceptions to progressive discipline may, at the discretion of the NHA, subject an employee to termination.

C. Any employee may be suspended immediately and prior to a hearing where the Chief Human Resource Officer determines that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services. However, a disciplinary notice as referred to the above must be served in person or by certified mail within five (5) days following immediate suspension.

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

E. The employee shall have the right, if requested by him, to have a representative of the Association or any attorney present during any hearing in which disciplinary action is contemplated.

ARTICLE XXII
NON-DISCRIMINATION

The Association shall not intimidate or coerce any employee into membership. Neither the Authority nor the Association shall discriminate against any employee because of race, creed, color, age, religion, national origin, sex, marital status, physical impairment, liability for service in the Armed Forces of the United States. Equal opportunity shall at all times be made available in accordance with law. No employee shall be discriminated against or interfered with because of proper union activities.

ARTICLE XXIII
RESIGNATION

A. Any employee who wishes to resign in good standing and receive accrued vacation and sick benefits shall give the Authority at least two (2) weeks prior notice. Failure to give said prior notice will invalidate any claims for accrued benefits upon resignation.

B. Any employee who does not submit his resignation in compliance with the provision of this article or who is absent for a period of five (5) or more days without notifying his Department Head of the reason of his absence or of his intention to return to work may be considered as having resigned without notice and not in good standing.

C. Any employee who fails to return to his/her duties after the expiration date of an authorized leave without notifying his Department Director shall be considered as having resigned without notice and not in good standing.

ARTICLE XXIV
NO STRIKE - NO LOCKOUT

A. It is recognized that the need for continued and uninterrupted operation of the Authority's departments and facilities is of paramount importance to the citizens of the community and that there shall be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, members take part in, any strike (i.e., the concerted failure to report for

duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, duties of employment), work stoppage, slowdown, walkout or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Authority, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Authority to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

F. The Authority agrees not to institute a lock out of employees in this unit during the term of this Agreement.

ARTICLE XXV GENERAL PROVISIONS

A. The Authority shall provide reasonable bulletin board space for the posting of official Association notices. No notice shall be posted which contains material of a derogatory or political nature or which may conflict with the rules and regulations of the Authority.

B. The Authority will continue a bi-weekly pay schedule for the employees covered under this bargaining unit by this Agreement.

ARTICLE XXVI
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 or 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 separable from the remaining portion of the Agreement.

C. HUD approval regarding wages and other economic items is required in order for same to become effective. Failure to receive HUD approval will void said section(s) of this Agreement.

ARTICLE XXVII
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 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, whether or not negotiated between the parties, unless mutually agreed to by the other party in writing.

ARTICLE XXVIII
MISCELLANEOUS

Job Availability

All positions that become available within the Newark Housing Authority shall be posted in a location accessible to employees covered under this Agreement for a period of ten (10) days.

The Association will be provided with a monthly report concerning new hires and separations with respect to positions covered under the Skill Trades Agreement.

The NHA will continue to provide the Association with a room at an NHA facility for Skill

Trades Association meetings, provided that request for such room is made in writing ten (10) days in advance to the Chief Operating Officer or his/her designee. Such request is subject to approval of the Chief Operating Officer.

ARTICLE XXIX
PERMANENT HOUSING NONCIVIL SERVICE EMPLOYEES

A. Employees hired on or before May 27, 1997 who are covered by the rules and regulations of the New Jersey Department of Personnel (Civil Service) shall be covered by such rules and regulations with respect to probationary period, seniority, reduction in force and recall.

Employees hired after May 27, 1997 shall not be covered by the rules and regulations of the New Jersey Department of Personnel (Civil Service) and such employees shall be covered by this Agreement with respect to:

B. Probationary Period

1. Ninety (90) day probationary period. During the ninety (90) day probationary period, an employee shall be evaluated at least two (2) times. The evaluation shall be made in sixty (60) and ninety (90) day intervals, whenever possible. Such evaluation shall be made openly and every written performance evaluation of any employee shall be submitted to the Union and the employee by the individual authorized to make such evaluations. Any employee who successfully completes his/her probationary period shall be made a permanent (regular) housing employee.

2. Any employee assigned or promoted to a higher promotional position shall be deemed to be on probation in such position.

3. Where an employee who held a permanent civil service title is promoted but does not successfully complete his/her probationary period, the employee shall be returned to his/her previous job classification without loss of seniority.

C. Seniority

1. Within Title

Seniority shall be date of hire within title for all employees covered by this Agreement.

2. Reduction in Force (RIF)

Where a Reduction in Force and/or demotions are contemplated by the Newark Housing

Authority. all employees covered by this Article who held permanent civil service titles shall be returned to his/her previous job classification based upon seniority without loss of seniority.

3. Recall

Any recall of employees covered under this Article by the Housing Authority shall be done in reverse seniority.

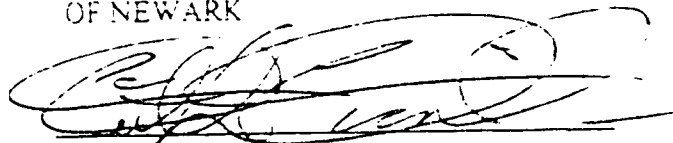
In the event the employee is recalled within six (6) months, he/she shall retain seniority held at the time of the reduction in force but shall not accrue any seniority while on layoff. Any employee recalled after six (6) months shall lose all prior accrued seniority and shall be treated as a new employee.

ARTICLE XXX
DURATION OF AGREEMENT

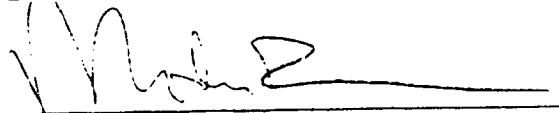
A. This Agreement shall be effective from April 1, 2007 through March 31, 2011. All benefits under this contract shall be considered to be prospective only, except those noted within the terms and conditions of this Agreement.

B. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective only for employees on the Employer's payroll as of March 6, 2009 and employees hired thereafter.

HOUSING AUTHORITY OF THE CITY
OF NEWARK

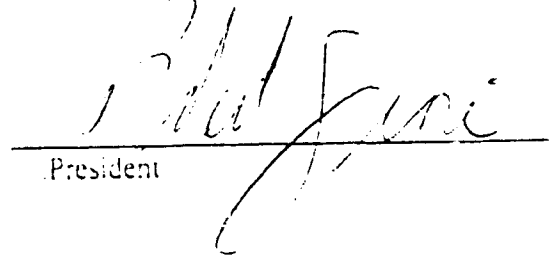


KEITH KINARD
Executive Director



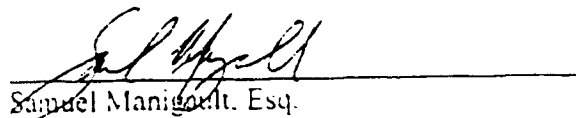
MODIA BUTLER
Chairperson

SKILLED TRADES ASSOCIATION



President

Reviewed and approved as to legality



Samuel Manigault, Esq.

APPENDIX "A"
SALARY GUIDE

Job Title	April 1, 2007	April 1, 2008	April 1, 2009	April 1, 2010
Boilermaker	\$74,327.40	\$76,557.22	\$78,853.9	\$81,219.56
Carpenter	\$70,483.02	\$72,597.51	\$74,775.44	\$77,018.70
Carpenter Inspector	\$66,454.02	\$68,447.64	\$70,501.07	\$72,616.10
Electrician	\$69,819.00	\$71,913.57	\$74,070.98	\$76,293.11
Electrician Inspector	\$66,454.02	\$68,447.64	\$70,501.07	\$72,616.10
Elevator Mechanic	\$69,819.00	\$71,913.57	\$74,070.98	\$76,293.11
Mason	\$63,836.70	\$65,751.80	\$67,724.36	\$69,756.09
Oil Burner Mechanic	\$68,959.14	\$71,027.91	\$73,158.75	\$75,353.51
Painter	\$58,699.98	\$60,460.98	\$62,274.81	\$64,143.05
Plumber	\$72,075.24	\$74,237.50	\$76,464.62	\$78,758.56
Plumber Inspector	\$66,454.02	\$68,447.64	\$70,501.07	\$72,616.10
Resilient Floor Installer	\$70,483.02	\$72,597.51	\$74,775.44	\$77,018.70
Rofer	\$65,337.12	\$67,297.23	\$69,316.15	\$71,395.64
Steamfitter	\$68,959.14	\$71,027.91	\$73,158.75	\$75,353.51
Welder	\$68,959.14	\$71,027.91	\$73,158.75	\$75,353.51

*The NHA may hire employees at not less than eighty-five (85%) percent of the above-noted salaries.