

C.B.



AGREEMENT

BETWEEN

PATERSON HOUSING AUTHORITY

AND

TEAMSTERS LOCAL 97 OF NEW JERSEY

AFL-CIO

Effective: April 1, 200~~2~~³ K.B.
Expire: March 31, 2004

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ARTICLE I

RECOGNITION

SECTION 1

The Employer hereby recognizes that the Union is the sole and exclusive representative of all employees in the Maintenance division of Employer with respect to wages, hours of work, conditions of employment and grievance procedure. At such time as the union does not represent at least 50% of all employees in the Maintenance division of the Employer, this recognition shall automatically cease and this agreement be deemed nullified effective April 1, 200~~2~~³ and this agreement shall still be in effect, then said nullification shall be effective immediately. KB.

SECTION 2

- A. All Maintenance employees of the Employer, same consisting of Building Maintenance Workers, Maintenance Repairmen, Maintenance Repairmen (Carpenter), Maintenance Repairmen (LPL), Senior Maintenance Repairmen (Carpenter).
- B. All Maintenance personnel acknowledge that their employment with the PHA is and shall be their primary employment and any additional employment shall not impede or adversely effect the performance of any employee of the PHA.
- C. Attendance of all Maintenance shall be monitored on a quarterly basis and shall be subject to disciplinary action and/or termination if found to be excessive.

ARTICLE II

SENIORITY

SECTION 1

A. All employees in permanent positions who have worked three months shall be known as permanent employees and probationary period shall then be considered part of the seniority time (only upon conclusion of said three months period).

B. The Authority shall notify probationary employees of the conclusion/ completion of their probationary period, which shall include a final evaluation conducted by Maintenance Supervisory personnel.

SECTION 2

The Employer shall establish a seniority list and it shall be brought up to date once a year and delivered to the representative of the Union with periodical interim changes to be noted.

SECTION 3

When a vacancy or new positions exists, positions shall be filled by: (go to page 3, item A through F).

A. Longevity shall be included in the hourly rate of when employees work overtime when employees work overtime in compliance with the Federal Fair Labor Standards Act.

Five (5) years	-	Two (2%) percent
Ten (10) years	-	Four (4%) percent
Fifteen (15) years	-	Six (6%) percent
*Twenty (20) years	-	Ten (10%) percent

* As may be modified by the City of Paterson

- a) Employees in order of seniority provided they are qualified; thereafter from Civil Service lists, if same are available. If an employee fails to qualify, he shall be entitled to return to his immediate former position without loss of pay or seniority within ninety (90) days.
- b) Vacant or new positions in permanent capacities shall be posted in each development for a period of at least five (5) working days.
- c) When a job opening is posted, employees who are on authorized sick leave, disability or vacation, shall be notified by their steward and the steward shall have the right to apply by proxy.
- d) Qualifications shall be determined by the Executive Director of the Employer, subject to the Grievance Procedure.
- e) The Executive Director of the Employer has the right to fill all temporary positions.
- f) Each employee shall be responsible for the loss of tools and equipment assigned to him for the performance of his duties.

SECTION 4

PHA reserves the right to transfer any and all employees as it sees fit for best interest of the Authority.

Competitive titles shall be made through the seniority process. Seniority shall continue to accrue regardless of promotions and transfers. Employees involved in

transfers shall not be entitled to transfer back to projects from which they were transferred.

ARTICLE III

HOURS OF EMPLOYMENT

SECTION 1

A. A work week for regular employees shall consists of forty (40) hours, five (5) consecutive days, eight (8) hours per day during seven (7) day period. Said eight (8) hour day is exclusive of one half hour for lunch.

B. A 5% differential will be paid for all work performed on Saturday, if Saturday is part of the normal 40 hour workweek. A 10% differential will be paid to all work performed on Sunday, if Sunday is part of the normal 40 hour week.

Example: Work week – Wednesday to Sunday – 40 hours

5% for Saturday, 10% for Sunday

Employees required to work more than eight (8) hours in any one day, or more than (40) hours in any one week seven (7) day period, shall be paid overtime for same at time and one half. If an approved sickness occurs on a workday, the employees will be paid overtime pay if called into work on the sixth (6) or seventh (7) day of his work week, only if the sick time covered by accumulated sick leave for which he was or will be compensated during his absence. When absent due to illness on workday immediately preceding or immediately following weekend over-time, medical certification must be submitted within two (2) days of return to duty in order to receive weekend overtime rate of pay.

Overtime shall be distributed as equitably as possible among the employees of each development. Employees called into work for emergency work outside regularly scheduled hours shall be paid a minimum of two hours at the applicable overtime rate. In the event such emergency work falls on Saturday, Sunday or holiday, the employees shall be paid a minimum of three (3) hours at the applicable overtime rate. Notwithstanding the minimum pay hereinafter set forth, in the event the emergency work consists of such time as lock-outs flags, bulbs, fuses, clogged sinks or toilets only requiring plunging and/or chemicals then and in that event, the employees shall be paid for two hours work at straight time, irrespective of when the emergency occurs. In any event, if the emergency reasonably necessitates more than two hours of actual work or three (3) hours if it is on a Sunday or holiday, the employee shall be paid at the applicable overtime rate for any work performed in excess of same time period. The existence of emergency conditions shall be determined by the Employer. The PHA shall identify emergency circumstances that may require two (2) Maintenance Personnel for the emergency work.

The PHA shall be responsible, and in a method to be determined by it, for providing the necessary and proper manpower to perform emergency work as needed by the PHA.

C. For the purpose of this Agreement, emergency is hereby defined as a "condition which necessitates corrective action immediately and which requires that employees be called back to work prior to their regularly scheduled starting time the following day."

D. Employees shall work overtime when requested to do so, if possible and

Failure to work as requested will result in an employee being charged with the overtime hours on the overtime distribution records.

- E. Initial assignment of overtime will be based wherever possible, on the most senior employee being offered the first assignment and shall be on a basis as per title seniority.

SECTION 2

Time and one half shall be paid any employee for any hours worked other than those of his regular workday or work week. An employee shall receive double time for any hours worked on a Sunday or legal holiday of a work week, which do not fall within his regular work week.

Any and all resident employees shall, in addition to their regular duties, perform any and all emergency work, including work not covered by their prescribed duties, at no additional compensation.

In the event said resident employee is not capable of performing any given emergency work, he shall forthwith notify the Employer upon ascertaining his inability to perform such work, and forthwith notify the Union, which shall be responsible for providing the manpower to perform the necessary work, at the rate of pay herein above set forth.

SECTION 3

If a paid holiday shall fall on a vacation day, the employee shall be granted an additional day attached to the vacation schedule. An employee will not be charged a vacation day for the holiday, but will be charged a vacation day for the additional day granted.

SECTION 4

All employees shall be required to take such training as may be required by the Employer.

SECTION 5

All overtime earnings shall be paid within 30 days of initial day worked. Employees shall be notified within five (5) working days of any shift changes affecting them.

ARTICLE IV

GRIEVANCE PROCEDURE

The term "grievance" means any dispute between the Authority and the Union or between the Union and the employee concerning the application, interpretation, claim of breach or violation of this Agreement. Any such grievance shall be settled in accordance with the following procedure:

Step 1

If the grievance of any employee shall be presented to the Manager or if not, to the Maintenance Superintendent, either by the employee or by his steward, as the employee wishes. The Manager or Maintenance Superintendent shall make a decision thereon within two working days.

Step 2

If the grievance is not satisfactory adjusted at Step 1, it shall be put in writing, signed by the employee and presented by him within three (3) working days to the Maintenance Superintendent who shall give a written decision to the employee within five (5) working days. If the employee elects to present the claim through his Shop

Steward in Step 1 or Step 2, the Shop Steward shall sign the written grievance and present it to the Shop Steward within five (5) working days.

Step 3

If the grievance is not satisfactorily settled, it shall be appealed by the employee or the Shop Steward, as the case may be, to the Executive Director or a designated representative who has not participated in either Step 1 or Step 2 within five (5) working days after written decision in Step 2. A meeting shall then be arranged with a representative or the Union Grievance Committee. A Union Council representative and the aggrieved employee, together with the Executive Director and/or designated representative (s) within five (5) working days of the Notice of Appeal. The decision of the Executive Director or his designated representative shall be given in writing within five (5) working days of the meeting.

If the grievance is not satisfactorily settled, it may be appealed within ten (10) days after receiving such decision to arbitration as provided hereinafter. All disputes arising out of or relating to this Agreement, or the breach thereof other than individual grievances of employees shall be taken up in the first instance at this step.

An employee's grievance will be considered settled upon his written request, or when the complaint ceases to be a regular employee of the Authority by resignation, or when time limit to appeal to the next step expires. If the Authority fails to answer within the prescribed time limit, the grievance will automatically go to the next step.

All grievances and other disputes arising out of the interpretation or claimed violations of this Agreement which have not been satisfactorily adjusted as herein above

provided, may be submitted to Arbitration at the direction of either party within ten (10) days of the final decision provided in Step 3 of the grievance procedure.

The selection of the Arbitrator and the conduct of the arbitration proceeding shall be in accordance with the rules of the Public Employee Relation Commission.

The Arbitrator shall have no authority to add, alter or modify any of the terms of this Agreement. The decision of the Arbitrator made within his jurisdiction and not in conflict with any applicable statute or any rules and regulations pertinent thereto shall be final and binding.

The Authority shall have comparable grievance rights. The procedure, therefore, shall be patterned along the lines of the procedures as set forth above for the Union, including the clauses pertaining to arbitration.

The Union shall be notified by the Authority as soon as practicable of any disciplinary action or proposed disciplinary action by the Authority with respect to any employee who is a member of the Union.

ARTICLE V

LEAVE, VACATION AND HOLIDAYS

SECTION 1

A. All employees shall receive thirteen (13) paid holidays:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Memorial Day	Fourth (4 th) of July
Election Day	Labor Day
Columbus Day	Veteran's Day

Thanksgiving Day

Christmas Day

Martin Luther King's Birthday

Day After Thanksgiving

B. An employee who amends his holiday by an unjustifiable absence i.e., calling out sick on the day before or after the holiday shall not be given holiday pay unless satisfactory medical certification is provided within two (2) days of their return to work. The Union shall be notified in an attempt to reach an agreement. If no agreement is reached, same may be treated as a grievance.

C. Employees shall receive a day off with pay on their birthday. If birthday falls on Saturday, they must take the preceding Friday and if birthday falls on Sunday, they must take the following Monday off.

D. It is agreed that each employee covered by this Agreement will receive nine (9) furlough days effective April 1, 2002.

SECTION 2

Earned vacation leave shall be taken annually unless the duties of a particular employee, as determined by the Executive Director, prohibits him from taking such leave, in which case, vacation leave may be accumulated upon approval of the Executive or his authorized delegate, for a period of not in excess of thirty (30) working days.

All full time permanent employees shall be entitled to earned vacations in accordance with the following schedule.

- a. For the first year of employment, one (1) day vacation per month of employment.
- b. Employees having worked for the Employer for one year shall receive twelve (12) working days paid vacation.

c. Upon the conclusion of five (5) years of continuous service, an employee shall be entitled to fifteen (15) working days paid vacation.

d. Upon the conclusion of ten (10) years of continuous service, an employee shall be entitled to twenty (20) working days paid vacation.

e. Upon the conclusion of fifteen (15) years of continuous service, an employee shall be entitled to twenty-five (25) working days paid vacation.

f. Upon the conclusion of twenty (20) years of continuous service, an employee shall be entitled to thirty (30) working days paid vacation.

Employees requesting vacation shall give the PHA two (2) weeks written notice. The PHA shall respond to the request in writing within five (5) business days.

SECTION 3- DEATH LEAVE

In the event of death in the immediate family the number of days leave granted with pay shall be limited to three (3) working days, which shall not be charged to sick leave. Immediate family shall mean: father, mother, sister, brother, husband, wife, child, mother-in-law, or father-in-law. In the event of death of a grandmother, grandfather, brother-in-law sister-in-law, there shall be one (1) day leave granted with pay. Extra days will be charged to sick or annual leave. Documentation must be provided.

SECTION 4- SICK LEAVE

A. Sick leave shall be earned by each employee in permanent and provisional positions at the rate of one and one quarter (1 ¼) working days per month in any twelve months and accumulated indefinitely.

B. Employees receiving Workmen's Compensation benefit may, at his/her option, turn over said funds to the employer, whereupon said employee shall be entitled

to full pay for any sick leave time which the employee has accumulated, in which event the pro rated sick time shall be deducted from the employer's accumulated sick leave.

C. Sick leave earned in any months of service shall be available at any time during any subsequent month.

D. Sick leave shall continue to accumulate during leaves of absence with pay and during the time the employee is on authorized sick leave or vacation time.

E. There should be maintained a record of all sick leave taken and accumulated for each employee and each employee shall receive a record of his or her attendance twice a year.

F. During the effective period of this Agreement, a satisfactory method of informing individual employees accumulated sick leave shall be established.

G. Each employee shall advise the Authority before each workday of his exercising his right of sick leave, together with the nature of his illness. If no reason is stated for absence, docking will occur.

H. Upon retirement, employees shall be entitled to receive severance pay equivalent to fifty (50%) percent of regular pay for unused accumulated sick days subject, however, to a maximum of \$15,000 to be in conformance with the statutes for State employees established by Statute. Employees who have been with the Authority for 10 years or more and retire are eligible.

I. Employee who intends to retire shall notify the Employer of the date of said retirement prior to such submission of the employers' budget for the year the retirement shall be effective. Failure to give such prior notification without good or

sufficient reasons may result in delay of payment for unused accumulated sick days due to the employee and described in paragraph H.

SECTION 5-PERSONAL LEAVE

All employees employed for a minimum of twelve (12) months shall be entitled to three (3) personal days during each year of this Agreement, for which personal days permission must first be obtained and which permission shall not be unreasonably withheld. Said personal days shall be non-cumulative.

SECTION 6

Employees shall not be credited with holidays, sick leave, vacation leave while on leave of absence (without pay) inasmuch as same must be earned.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

SECTION 1-UNION ACTIVITIES

A. Union activities shall be carried on in such a manner so as not to disrupt operations.

B. The Union shall notify the Executive Director of the names of current Union Officers and the Stewards (2) responsible for processing grievances.

C. Employees engaged in normal Union activities such as grievances or other negotiations shall not have their pay suspended for such activities. Stewards and officers shall have the right to process and represent an employee with a grievance problem at any feasible time. Employees shall notify their manager or person to whom they are responsible in advance of such meeting.

SECTION 2

Employees shall be allowed fifteen (15) minutes at the end of every working day to wash and put tools away.

SECTION 3

Each employee shall be furnished a maximum of three (3) sets of uniforms annually, the uniforms to be selected by the Employer and which uniforms must be worn by the employee and must be kept clean by the employee. The new uniforms will be given to the employees only upon the employees' turning in the event it is evident that said uniforms are worn out and need replacing. Housing Authority shall provide winter jackets.

Each employee shall receive a \$75.00 voucher to Payless Shoe Store at 183 Main Street, Paterson, New Jersey(Store #3025)for two(2)pairs of work boots(Stock #211 and 1314) and a \$25.00 voucher to Blazin Xpress at 225 Main Street, Paterson, New Jersey for one two-piece rubber rain suit(Stock #33500).

SECTION 4

Supervisors shall not work overtime where non-supervisory employees are available, unless Supervisor determines they are needed.

SECTION 5- CLASSIFICATION

The qualifications, duties and responsibilities of every position shall be clearly defined and set forth in writing.

ARTICLE VII
RENUMERATION

SECTION 1

A. All employees will be covered by all health plans. The employee will pay 15% of the premium for either single or family medical coverage and the HACP will pay 85% of the premium for either single or family medical coverage.

B. The HACP will provide a dental plan for all employees. The HACP will pay 100% of the premium for single or family dental coverage.

C. The employer will provide, at no cost to the employees, a Drug Prescription Plan that covers the employee and his/her eligible dependents. The employee is required to pay the correct co-payment required by the Drug Prescription Plan. The employer reserves the right to change carriers.

D. The HACP will provide an Optical Plan for all employees and their covered dependent. The HACP will pay 100% of the premium for single or family optical coverage.

E. The employer shall cover all employees with the New Jersey State Disability Plan.

SECTION 2

Following are the annual salaries for the following positions:

TITLE

Carpenter	\$32,215
Senior Maintenance Repair/Carpenter	\$32,215
Senior Maintenance/Repairer/Painter	\$33,582

Any other maintenance employee possessing an LPL License shall receive additional remuneration at the rate of \$1,250 per annum. Any other maintenance employee possessing an LPL License shall receive an additional remuneration at the rate of \$500 more per annum at such time as such license is being utilized for the Authority, with the understanding that all such other maintenance employees shall only be employed in a capacity using their LPL License on a temporary and/or emergency basis. Any such other maintenance employee whose license is being utilized on a temporary and/or emergency basis shall perform the necessary repair work required whether such other maintenance employee is a repairman or worker.

The following pay schedule will be effective after April 1, 2003.

BUILDING MAINTENANCE WORKERS

First year of employment	-	\$18,150
Second year of employment	-	\$19,965
Third year of employment	-	\$21,962
Fourth year of employment	-	
and beyond	-	\$28,352

BUILDING MAINTENANCE REPAIRMEN

First year of employment	-	\$19,965
Second year of employment	-	\$21,962
Third year of employment	-	\$24,158

Fourth year of employment -
and beyond - \$30,613

ARTICLE VIII

NO STRIKE OR LOCKOUT PROVISIONS

SECTION 1

Neither the Union nor any employee shall instigate, promote, sponsor, engage in or condone any strike, picketing, slow down, sick out, converted work stoppage, lockout or any other intentional interruption of work. In the event, any person violates the terms of this clause, the employer shall have the right to discharge or otherwise discipline such person. In the event that arbitration proceedings is instituted which involves a breach of this clause, the sole questions for arbitrator shall be whether the employee was engaged in the prohibited policy.

ARTICLE IX

TERM OF AGREEMENT

SECTION 1

This agreement shall be effective immediately and shall remain in full force and effect until March 31, 2004. Same shall be automatically renewed thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to March 31, 2004 or April 1st of any subsequent year that it desires to modify this Agreement. In the event such notice is given negotiations shall commence no later than one hundred fifty (150) days prior to April 1st of a particular year. This Agreement, however, shall remain

in full force and effect during the period of negotiations and until a new Agreement is executed.

SECTION 2

This Agreement represents and incorporates the complete and final understanding by the parties of all bargainable issues which or could have been the subject of negotiations.

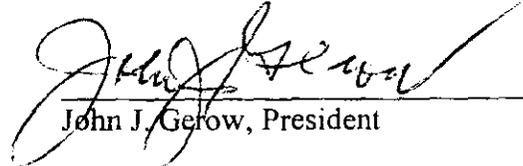
IN WITNESS WHEREOF, the parties hereto have caused the presents be signed
by their proper duty and duly constituted officers, the day and year first above written.

FOR THE EMPLOYER


Emma L. Bonds, Chairperson


Irma Gorham, Executive

FOR THE UNION


John J. Gerow, President


Thomas Coleman, Vice President

Memorandum of Agreement
Between The
Palawan Housing Authority
and
1ST Jace 97
6/14/05

The parties agree, subject to ratification, to

the following.

① Term - April 1, 2004 through March 31, 2006

② Salary - Effective April 1, 2005 increase top
step by 1.5%

③ Plan Agreement - All plans agreed to prior to
in-force shall be included in the new contract.
All plans not previously agreed to and not mentioned
here on dropped. All changes in the special agreement
not changed by this memo about contracts in the new
contract.

6/14/05

James J. Jace
Donford J. Jace

In 1B1, Jace 97

In Palawan Housing Authority
James J. Jace
Donford J. Jace
Bill L. Bourdon, Esq.

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name Mrs. Carol Brevard

Title Personnel Officer