

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE CITY OF NEWARK

AND

OFFICE AND PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION, LOCAL 32

APRIL 1, 2001 - MARCH 31, 2004

Managers
and
Supervisors

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PREAMBLE

THIS AGREEMENT made this 1st day of April 2001 between the HOUSING AUTHORITY OF THE CITY OF NEWARK (hereinafter referred to as the Authority) and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32, (hereinafter referred to as the Union), represents the complete and final understanding on all negotiable issues between the authority and the Union.

WITNESSETH THAT:

WHEREAS, the parties have carried on collective negotiations regarding wages, hours of work and other terms and conditions of employment for certain employees of the Authority; and

WHEREAS, (this Contract reflects the entire Agreement between the parties).

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE I
RECOGNITION

A. The Authority hereby recognizes the Union as the exclusive bargaining representative for all Managers and Supervisors in the certified unit in accordance with PERC Docket No. RO-82-123 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
UNION-MANAGEMENT COOPERATION

The Union will provide its support and cooperation to Management to increase the productivity of all its Union members.

ARTICLE III
UNION SECURITY

A. The Authority shall maintain a check-off of monthly dues from each employee from whom it receives voluntary, written authorization and transmit to the Union a check in the

amount of deductions so made.

B. The Union will notify the Authority in writing of any changes in the membership list and such changes will be reflected in any deductions made ten (10) days after the Authority receives such notice.

C. The Authority will, upon the execution of this Agreement, submit a master list of all members of the Union employed by the Authority on that date. The master list will include names, job titles and dates of employment for all such employees. On June 1 of each subsequent year of this Agreement, the authority shall provide the Union with a master list of all its bargaining unit members.

D. The Authority and the Union agree that the Authority shall deduct the sum of 85% of the rate of the Union dues from each and every non Union Member of the bargaining units represented by the Union after attaining thirty (30) days of employment and shall remit this agency shop fee to the Union on a monthly basis. This Agency shop agreement shall conform to all provisions of the New Jersey Agency Shop Statute.

E. The Union will indemnify and save harmless the Authority against any and all claims arising out of said check-off system.

F. Upon receipt of an employee's voluntarily signed authorization for V.O.T.E. deduction, the authority shall deduct and remit monthly to the Union said assessments made from the employee's earned wages and/or salary.

ARTICLE IV

UNION BUSINESS

A. The Authority recognizes the right of the Union to designate a Union representative and one (1) alternate to represent the Union and the employees covered by this Agreement. The alternate will act on behalf of the Union only in the absence of the Union representative. The Union shall furnish the Authority with the name of the Union representative and the alternate and will notify the authority of any changes.

B. The authority of Union representatives so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement. The Union 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 representative(s).

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

3. The Union 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 grievance.

4. Any settlement of a grievance by the Union representative and/or supervisor of an

employee involved in such disputes shall be reviewable by the Authority and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

5. The employer agrees to allow the Union Representative all of the time he/she requires to prepare and present grievance/disciplinary actions and attendance at conferences.

ARTICLE V

MANAGEMENT RIGHTS

A. The Authority retains full and exclusive authority for the management of its operations. All functions of management not specifically limited by the clear and express language of this Agreement are retained by the Authority. Among the rights reserved to and retained by the Authority, but by no means wholly exclusive, is the right to determine the standards of service; determine the standards of selection for employment; hire the working force; direct the working force; determine the means, methods and personnel by which operations are to be conducted; determine the content of job classifications; select supervisors; promote, transfer or discharge employees and the right to take all necessary actions to carry out its mission.

B. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the joint or individual working effort of employees.

C. The Authority may assign its scheduled work and shall determine when overtime shall be worked, and by whom, and may require reasonable overtime.

ARTICLE VI

GRIEVANCE PROCEDURES

A. A grievance is a dispute between the Union on behalf of an employee or group of employees and the Authority arising from the interpretation, application or alleged violation of the terms and conditions of this Agreement.

B. It is agreed that all grievances shall be handled under the following procedures:

STEP I

Grievance shall be presented within twenty (20) calendar days of their occurrence. Failure to raise a dispute within twenty (20) calendar days after its occurrence renders the dispute null and void.

The employee shall take up the grievance orally with the union representative who, if necessary, shall discuss same with the employee's supervisor. The Union Representative will be notified of any scheduled meeting with the employee concerning the grievance. If the grievance cannot be resolved at this point, it shall be reduced to writing and submitted to said supervisor.

The answer to the grievance shall be given, in writing, to the union representative within five (5) working days of its submission to said supervisor. Failure to raise a dispute within (30) calendar days after its occurrences renders the dispute null and void.

STEP II

In the event that a satisfactory conclusion is not reached at STEP 1, the Union may submit the grievance and all related correspondence to the Personnel Director or his designee within five (5) working days. The Personnel Director or his designee will schedule a hearing on the grievance, which hearing will

be conducted within fifteen (15) working days.

STEP III

If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy through STEP II, then the grievance or controversy shall be submitted within thirty (30) calendar days to an arbitrator whose decision it is hereby understood and agreed to be final and binding. The parties may jointly agree upon the selection of an impartial arbitrator; failing such agreement, the arbitrator shall be selected under the Rules and Regulations of the New Jersey State Board of Mediation.

1. The expense of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
2. Parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.
3. It is understood that the arbitrator shall not have any power to add to, subtract from or modify in any way the provisions of this Agreement.
4. Unless the parties agree otherwise, no more than (1) issue shall be presented to the arbitrator in any single case.
5. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding upon the parties subject, however, to any rights the parties may have under applicable statutes and case law.

6. In the event that the aggrieved party elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least (30) calendar days after the decision rendered by the Authority on the grievance at STEP II. If the grievant wishes to pursue his remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

7. Upon request of the aggrieved employee, the Union Representative may be present at any step of the grievance procedure.

8. Nothing herein shall be construed to require the union or its representatives to process, or continue to process any grievance of any employee that it deems without merit or contrary to the positions of the Union as the exclusive collective negotiation representative.

D. Any employee authorized, in writing, from the appropriate director/supervisor, to work in a classification over and above his/her normal job description shall be paid at the appropriate rate of base pay for that job. Qualifications for this pay shall be based on filling the vacancy for five (5) days.

ARTICLE VIII

WORK WEEK

The normal work week will be Monday through Friday starting between the hours of 8:00 A.M. and ending at 5:00 P.M. All employees shall work a seven and one-half (7 1/2) hour day with the exception of Superintendents and Maintenance supervisors, who will work a minimum of eight (8) hours per day.

The Authority reserves the right to change the regular work hours/week of the employees subject to the needs and requirements of the Authority.

ARTICLE IX

INSURANCE

A. The Union 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 in terms of such benefits, as are available. 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, 1995 shall be paid in the following manner: one-third ((1/3) of the dependent increases shall be paid by the employee, and two-thirds (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 and/or Group Dental Associates. Recently adopted by the Authority, all employees and dependents are to receive full prescription coverage with a \$5.00 co-payment for brand names and \$2.50 for generic.

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

D. 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.

E. The Authority reserves the right to change insurance carriers and/or to self-insure so long as substantially the same benefits are provided.

F. The union members will contribute 10% of the prescription drug premium (fixed at 2001 rates) during the three (3) year contract period.

ARTICLE X

JOB INJURY COMPENSATION

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 Authority shall:

(A) Pay such employee the prevailing salary percentage % and full benefits on a regular basis in accordance with the provision of New Jersey Worker's Compensation Act.

(B) The employee, upon receiving the award from Worker's Compensation, shall remit or assign such monetary award to the Authority immediately. The Authority shall not withhold any compensation as stated in Part A from the employee pending the award.

(C) 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 not have his/her pay interrupted because he/she does not have any sick time. The provision shall not apply if:

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

2) 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 XI

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	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Election Day (National and State)	1st Tuesday in November
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th 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 of the Executive Director, the Authority shall observe the preceding Friday as the holiday.

ARTICLE XII

VACATIONS

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

B. The parties agree that employees can not 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 XIII

PERSONAL AND FAMILY LEAVE

A. Personal Leave Days

Employees shall be granted up to three (3) days leave of absence during any calendar year with full pay for religious and/or personal reasons. These days must be taken within the current year and may not be carried forward into the next year.

I. Prior to the completion of one (1) year of continuous service 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

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.

4. The request for absence for personal leave shall be made in writing, at least five (5) days prior to the time of absence.

B Family Leave

The Authority will grant leaves of absence to eligible employees for family and medical reasons in accordance with the Family Leave Act of 1993, and the New Jersey Family Leave Act. In the event of a medical leave, the employee must first use accrued sick leave.

ARTICLE XIV

PERSONAL TRAGEDY LEAVE

A. In the event of a death in the immediate family, a permanent employee may take up to five (5) consecutive days commencing with the date of death or the day of the funeral, at the employee's option, without loss of pay. This leave will not be charged to employee's leave record.

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, step parents and step children.

ARTICLE XV

COURT LEAVE

A. Employees shall be granted court leave and be excused with pay from their regularly assigned duties when subpoenaed as a witness in a matter related to official NHA duties or to serve as a juror. No court leave shall be granted for cases arising out of Article XIX, No-Strike - No - Lock Out provisions of this Agreement unless the employee is subpoenaed by the Authority. Evidence of such attendance must be submitted to their Department Director for transmittal to the Department of Personnel and the Department of Finance. Any monies received by the employee for services as witnesses or jurors are to be refunded to the Authority.

B. If, on any given day, an employee is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:30 p.m. that day 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(s) is required to report for work on such day(s).

ARTICLE XVI

TERMINAL LEAVE

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 (1/2) of the employee's earned sick leave.

Payment to employees shall be paid up to one-half (1/2) their earned sick time, not to exceed \$15,000.00. These payments are to include: early retirement, normal retirement, disability retirement and death of employee.

All employees with 25 year of service shall continue to receive their benefits upon their retirement. At the time of retirement, any increases shall be shared equally by NHA and said retired employee.

ARTICLE XVII

MILITARY LEAVE

A. Permanent employees who are members of an organized Reserve Unit or the National Guard are generally obligated to participate in weekly or monthly drills. Military leave of absence, without loss of pay, may be granted to permanent employees for this purpose. Verification of eligibility for such must first be made through the Personnel Department.

ARTICLE XVIII

USE OF PERSONAL AUTOMOBILE

A. The Authority will take appropriate steps so that a person using his car on Authority business must first be authorized to do so and will not be so authorized unless he has submitted evidence of public liability and property damage insurance coverage. 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 position.

C. Based on availability, the Authority will provide transportation to Scattered Site Managers to perform their duties.

ARTICLE XIX

DISCIPLINE AND NON-DISCRIMINATION

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

B. The Union shall not intimidate or coerce any employee into membership. Neither the Authority nor the Union 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 or a typical hereditary cellular blood trait. Equal opportunity shall at all times be made available in accordance with law and NHA Equal Employment Opportunity Policy. No employee shall be discriminated against or interfered with because of proper union activities.

ARTICLE XX

RESIGNATIONS

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

B. Any employee who does not submit his resignation in compliance with the provisions 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 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 XXI

NO STRIKE - NO LOCKOUT

- A. The Union and the members of this unit hereby agree that during the period of this Agreement there shall be no strikes, work stoppages, slowdown or other concerted refusal to perform work by the employees covered under this Agreement.
- B. The Authority agrees not to institute a lockout of the employees in this unit during the period of this Agreement.
- C. The Authority shall have the right to impose proper discipline, including discharge, in the event that the Union representative takes action involving work stoppage, slowdowns, or other concerted refusal to perform work in violation of this Agreement.

ARTICLE XXII

GENERAL PROVISIONS

- A. An employee shall not be disciplined or discharged, except for proper cause. The Union shall be notified of the discipline or discharge of any employee within ten (10) days of such discipline or discharge and such notification shall set forth in writing the reason(s) for such discipline or discharge.
- B. No employee shall make or be requested to make any agreement or to enter into any understanding which is inconsistent or conflicting with the terms and conditions of this Agreement.
- C. The Authority shall provide reasonable bulletin board space for the posting of official

Union 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.

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

ARTICLE XXIII

SEPARABILITY AND SAVINGS

A. It is not the intent of either party here to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement.

B. The parties hereto agree that in the event any provision of this Agreement is held or constituted to be void as being in contravention of any such laws, ruling or regulations, the remainder of this Agreement shall nevertheless remain in full force and effect, unless the parts found to be void are wholly and separable from the remaining portion of this 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 XXIV

FULLY BARGAINED PROVISIONS

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

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each 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 XXV

MISCELLANEOUS

Section 1 - Job Availability

All positions that become available within the Newark Housing Authority shall be posted in a location accessible to union members, subject to the rules and regulations of the New Jersey Department of Personnel.

Section 2 - Office Space

The Authority shall provide office space for the Union to conduct its business based on office space availability.

Section 3 - Employee Assistance Program

The Authority will establish an Employee Assistance Program for all bargaining unit employees.

ARTICLE XXVI

PERMANENT HOUSING NONCIVIL SERVICE EMPLOYEES

Any employee covered under this Agreement hired after May 27, 1997, shall not be covered by the Rules and Regulations of the New Jersey Department of Personnel (Civil Service). Said employees shall be covered by all Articles in this Agreement in its entirety unless otherwise specified.

Section -1 Probationary Period

All employees hired after May 27, 1997, shall be subject to a 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 evaluations 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 housing employee.

Should the employee disagree on the process, he/she may initiate a grievance in accordance with

the procedures set forth in this Agreement.

Section 1A

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

Section 1B

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

Section 1C

The Newark Housing Authority shall have no obligation to reemploy any newly hired employee who may be dismissed during his/her probationary period.

Section 2 - Seniority (Within Title)

Seniority shall prevail for all employees covered by this Agreement that are hired after May 27, 1997

Section 2A - 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

to his/her previous job classification based upon seniority without loss of seniority.

Section B - 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 (6) months he/she shall retain all of his/her seniority and accrued benefits. This Section shall be subject to the grievance procedure as set forth in this Agreement.

Section 3

Disciplinary Action/Appeal/Permanent Non-Civil Service:

All employees hired after May 27, 1997, covered under this Section shall have the right to appeal the Hearing Officers Decision(s) through the grievance procedure as set forth in Article VI-Grievance Procedure of this Agreement, up to and including binding arbitration.

Samuel M. Manigault, Esq.
Chief Personnel/Labor Relations

DURATION OF AGREEMENT

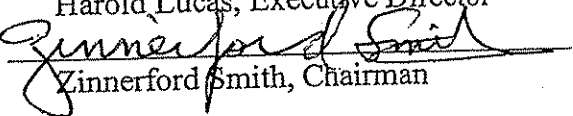
A. This Agreement shall be effective from April 1, 2001 through March 31, 2004. All benefits under this contract shall be considered to be prospective only, except those noted within the terms and conditions of this Agreement.

B. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of March 2002.

HOUSING AUTHORITY OF
THE CITY OF NEWARK

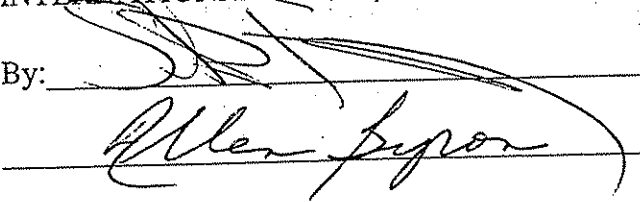
By: _____


Harold Lucas, Executive Director


Zinnerford Smith, Chairman

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 32

By: _____


Allen Paxon

Reviewed and approved as to legality:

