

AGREEMENT

Between

HOUSING AUTHORITY OF THE CITY OF PASSAIC

-and-

**LOCAL UNION NO. 469,
AN AFFILIATE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

EFFECTIVE: January 1, 2019 to December 31, 2021

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PREAMBLE

This Agreement, made this 15th day of April, 2020 between the HOUSING AUTHORITY OF THE CITY OF PASSAIC or HACP (hereinafter referred to as "Employer" or "HACP" or "Authority"), and TEAMSTERS LOCAL NO. 469, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as "Union");

WHEREAS, the parties have carried on collective negotiations for the purposes of developing a contract governing wages, hours of work and terms and conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union, as follows:

ARTICLE I: RECOGNITION

The Employer hereby recognizes TEAMSTERS LOCAL NO. 469, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive representative for the purposes of collective negotiations with respect to wages, hours of work and other terms and conditions of employment provided for in this Agreement for all blue collar maintenance employees and craft employees employed by the HACP, but excluding all office, clerical, professional executives, confidential employees, supervisors, security guards, and all other statutory exclusions within the meaning and intent of the Employer-Employee Relations and/or Civil Service Act, if applicable.

ARTICLE II: DUES CHECK OFF

SECTION 1. The Employer agrees, for each of its employees covered by this Agreement, who in writing authorizes the Employer to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee membership

in the Union. Deductions shall be made from the first (1st) payroll in each month and initiation fees shall be deducted in four (4) consecutive payroll periods immediately following the completion of the probationary period.

SECTION 2. The Union dues deducted from an employee's pay will be transmitted to the Secretary/Treasurer of the Union Local 469 by check within ten (10) working days after such deductions are made and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

SECTION 3. The Union agrees to furnish written authorization in accordance with State statute (N.J.S.A. 52:14-15.9 e) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.

SECTION 4. The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE III: UNION REPRESENTATION

SECTION 1. The Union shall notify, in writing, to the Authority the name of the Steward within fourteen (14) calendar days of any change in the name of the Steward. Upon notification to and approval by the appropriate supervisor, the privilege of the Steward to leave his/her work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union business, and will not unduly interfere with the normal working operations of the Employer. The Union further agrees that the privilege of attending to legitimate Union business during working hours shall not be abused.

SECTION 2. The Employer recognizes the right of the Union to designate a Shop Steward and an alternate.

The authority of the Shop Steward and alternate 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;
2. The collection of dues when authorized by appropriate local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:
 - (A) Have been reduced to writing; or,
 - (B) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Shop Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of the Shop Steward and his/her alternate and shall not hold the Union liable for any unauthorized acts, provided the Union takes all reasonable affirmative action to prevent and/or to stop any unauthorized acts.

The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or alternate has taken unauthorized strike action, slowdown, or work stoppages in violation of this Agreement.

The Shop Steward or alternate shall be permitted to investigate, present and process grievances up to a limit of one (1) hour per grievance.

SECTION 3. A duly authorized representative of the Union, designated in writing after notice to the Supervisor in charge, during reasonable business hours, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this agreement provided, however, that there is no interruption of the Employer's working schedule.

SECTION 4. The Employer will notify the Union in writing of all appointments, promotions, demotions, transfers, suspensions and discharges, and any changes in employee's addresses within thirty (30) days of such action or change.

The Employer will notify the Union forty-five (45) days prior to a layoff.

ARTICLE IV: NO STRIKE NO LOCKOUT

SECTION 1. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

SECTION 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto acknowledging that strikes are illegal under New Jersey law, the Union, its officers, members, agents or principals will not engage in, or sanction, strikes, slowdown, job action, mass resignation, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.

SECTION 3. The Employer shall have the right to discharge or discipline any employee causing a strike, slowdown, or other such interference.

ARTICLE V: MANAGEMENT RIGHTS

A. Subject to and in accordance with applicable law, including but not limited to N.J.S.A. 11A (Civil Service Act) and N.J.S.A. 34:13A (New Jersey Employer-Employee Relations Act),

management of the Employer's operations and the direction of its working force, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials or equipment, shut down or discontinue its operations in whole or in part, or change any method of operations, shall be vested solely and exclusively in the Employer. Management shall have the right to subcontract or sublet any work at any time in any department. Subject to the provisions of this Agreement, the Employer shall have the exclusive right to schedule and assign work to be performed and the right to hire or rehire employees, promote, recall employees who are laid off, demote, suspend, discipline or discharge for proper cause, transfer or layoff employees because of lack of work or other legitimate reasons, it being understood, however, that the Employer shall not discipline or discharge an employee except for proper cause or otherwise improperly discriminate against the employee.

B. The Employer shall have the right to establish, maintain, amend from time to time, and enforce reasonable rules and regulations to assure orderly operation of the Employer's business. To be eligible for any and/or all of the benefits contained in this Agreement, a bargaining unit member must regularly work twenty-five (25) hours or more a week for part-time benefits and forty (40) hours a week for full-time benefits.

C. The Employer reserves the right as a legitimate exercise of its authority to require an employee to submit to a controlled substance and/or alcohol test as a condition of continued employment in accordance with the HACP Employee Handbook.

D. All Maintenance Repairer/BMW will be required to repair stoves and refrigerators and other equipment at Housing Authority properties. The Housing Authority will provide training for those Maintenance Repairer/BMW needing such training in order to perform these duties.

All Maintenance Repairer/BMW shall paint over graffiti as an alternative to removal of

graffiti when the situation dictates that graffiti cannot be removed effectively and completely by other means.

ARTICLE VI: GRIEVANCE PROCEDURE

- A. A grievance is a claim by an employee based upon and limited to an alleged violation of the express terms and conditions of this Agreement. Notwithstanding the above definition of "grievance", any dispute involving the following shall not be subject to this procedure:
1. Any matter which, according to law, is beyond the power of the Passaic Housing Authority;
 2. Matters which have a specific remedy in law.
- B. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of his or her supervisors, perform all assignments and adhere to the policies, procedures, rules and regulations of the Authority, until such grievance and the effect thereof shall have been fully determined.
- C. The purpose of this procedure is to secure, at the lowest possible level, an equitable settlement of the problems which are defined above. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Authority and having the grievance adjusted without the intervention of the Union.
- D. Failure by the Authority to communicate a decision at any step within the time limits set forth in the procedure shall be deemed a denial of the grievance and the grievance shall go to the next higher step.

E. Failure by the employee or the Union at any step to appeal the grievance to the next step within the specified time period shall be deemed a forfeiture of the right to process the grievance to the next highest step.

F. Steps of the Grievance Procedure

The Steps shall be followed in their entirety unless any step is waived by mutual written consent.

STEP ONE

1. An aggrieved employee shall institute action under this provision hereof, in writing, within ten (10) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
2. The supervisor, or his/her designee, shall render a decision in writing within ten (10) calendar days after the grievance is first presented to him/her, if it cannot be handled informally.

STEP TWO

If the grievance has not been resolved through Step One, the grievance shall be presented in writing to the department head, or his/her designee, within seven (7) calendar days after the supervisor's response is due. The department head shall respond in writing within seven (7) calendar days. In the event, the supervisor and the department head are the same individual, Step Two will be omitted and the matter will proceed to Step Three.

STEP THREE

If the aggrieved wishes to appeal the decision of the department head, or his/her designee, the grievance should be presented to the Housing Authority Executive Director or his/her designee,

within seven (7) calendar days after receiving the department head's or his/her designee's decision. The Housing Authority Executive Director or his/her designated representative shall schedule a meeting to review the matter and shall present a decision, in writing, within fourteen (14) calendar days after the receipt of such grievance.

STEP FOUR

(Only Applicable to Employees Covered by Civil Service)

- A. If the grievance is not settled through Step One, Step Two, or Step Three above and the issue is one which is not appealable to or within the jurisdiction of the Civil Service Commission and is applicable to an employee covered by Civil Service rules, regulations and statutes, the Union (not the grievant) or the Authority may refer the matter to the Public Employment Relations Commission (PERC) within twenty (20) calendar days after the determination of the Executive Director. An arbitrator shall be selected pursuant to the rules established by PERC for same. There shall be only one (1) issue or grievance submitted to an individual arbitrator at any one (1) time, unless it is mutually agreed upon, in writing, by both parties.
- B. The costs of the services of the arbitration shall be borne equally by both parties (Employer and the Union). Any other expenses, including, but not limited to the presentation of witnesses, shall be by the party incurring same. The decision of the arbitrator shall be final and binding on both parties, subject to applicable law.

ARTICLE VII: DISCIPLINE

Disciplinary action which may result in or be intended to produce suspension, loss of pay, demotion or removal may be instituted by the Employer for just cause in accordance with HACP Policies.

**Only applicable to employees covered by Civil Service -Disciplinary action shall proceed in accordance with Civil Service Statutes and Regulations and shall not be subject to arbitration, except that grievances over disciplinary actions resulting in suspension of more than five (5) days or termination of employee(s) may proceed to arbitration, in accordance with Step Four of the grievance and arbitration provision.*

ARTICLE VIII: PERMANENT PROBATIONARY EMPLOYEES

New permanent employees will be regarded as probationary for the first ninety (90) calendar days of employment, during which time the Employer can reprimand or discharge without being challenged by the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new permanent employees will be placed on the seniority list retroactive to the first day of work. In addition, the probationary period may be extended up to an additional forty-five (45) days with the consent of the Union. During the probationary period, a new employee earns but cannot receive paid vacation, sick or personal leave. Any vacation time accrued during the probation period shall be paid to the employee, should employment be terminated during the probationary period. This article does not cover or apply to provisional employees who are addressed in Article XXXI.

ARTICLE IX: NON-DISCRIMINATION

SECTION 1. There shall be no discrimination or interference by the Employer or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.

SECTION 2. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex or sexual orientation, ancestry, religion, marital status, handicap, political affiliation, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations as well as HACP policies.

ARTICLE X: MILITARY LEAVE

The Authority shall be bound by the Authority's Policy on Military Leave, the USEERA and any supplements/revisions thereto.

ARTICLE XI: PERSONAL DAYS

Each employee covered by this Agreement may receive three (3) days leave with pay for personal business during each calendar year of this Agreement. This leave shall not be cumulative from year to year and only one (1) personal day may be carried into the following year (not to exceed four (4) days in any given year; effective January 1, 2020). Employees are required to give at least three (3) working days prior notice to the supervisor of their request for personal leave. However, effective January 1, 2020, one (1) personal day will be allowed to be taken without any notice. The granting of personal leave shall not interfere with the efficient operation of the Department. In rare cases of serious personal or family emergencies, the three (3) day requirement may be waived, if the Supervisor considers the situation serious enough to warrant an exception to the rule.

ARTICLE XII: SICK LEAVE/TERMINAL LEAVE

SECTION 1. Sick Leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family (parent, spouse, child, sister or brother, grandparent,

grandchild, father-in-law, mother-in-law, or any other family member residing in the employee's household) seriously ill requiring care or attendance of employee. Employees are required to provide a medical note after three (3) or more days of absence occurring.

SECTION 2. If an employee is to be absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation not in good standing. Sick time must be taken in a minimum of two (2) hour increments, effective January 1, 2020.

SECTION 3. Sick leave shall be earned in the following manner:

a. One (1) day for each full month of service with the Employer during the first (1st) year of employment.

b. Fifteen (15) days per year for each year of service with the Employer thereafter, beginning with the second (2nd) year of employment. Sick leave will be accrued at the rate of one and one quarter (1-1/4) days per month.

c. Unused accrued sick leave shall accumulate from year to year.

- If an employee accumulates* more than thirty (30) days of sick time, the employee may once annually request to be paid for one (1) week -five (5) days - of their accumulated sick time provided there is still a minimum of thirty (30) day balance left of unused sick days when the five (5) days have been subtracted from their total.

- If an employee accumulates more than ninety (90) days of sick time, the employee may once (1x) annually request to be paid for two (2) weeks- ten (10) days - of their accumulated sick time provided there is still a minimum of ninety (90) day balance left of unused sick days when the ten (10) days have been subtracted from their total.

* *The term "accumulates" means "earned" time only.*

d. Employee must make the request, in writing, to the Authority no sooner or later than the 1st of December of each calendar year.

SECTION 4. Employees who retire in accord with the provisions and requirements of the Public Employment Retirement System shall receive terminal leave in the amount of one (1) day's pay for each two (2) days of accumulated sick leave to a maximum of Fifteen Thousand (\$15,000.00) Dollars.

ARTICLE XIII: WORKING AT DIFFERENT RATES

An employee assigned to a higher approved title with a higher rate of pay shall be paid Twenty-Five (\$25.00) Dollars per week per level or the minimum salary in the higher range, whichever is greater, in addition to their regular pay. Under no circumstances will an employee be assigned to a higher title for more than ninety (90) days.

ARTICLE XIV: PAY DAY

Employees will be paid by check, every two (2) weeks, on Fridays. Employees will be paid during working hours. When payday falls on a holiday, the preceding day will be payday.

ARTICLE XV: SANITARY CONDITIONS

The Employer agrees to maintain a clean, modern, sanitary washroom having hot and cold running water with toilet facilities.

ARTICLE XVI: PROMOTIONS/TRIAL PERIOD

SECTION 1. The Employer agrees to fill all job vacancies in the bargaining unit from within the bargaining unit before hiring new employees, provided said employee(s) are qualified to perform the work at the sole discretion of the Authority.

SECTION 2. The Employer shall post all approved job vacancies. The Employer shall

post a name of the job classification, location of assignment and the requirements. In addition, the notice shall invite written bids from the employee. This notice shall remain posted on all bulletin boards for five (5) working days. Employees on vacation or on sick leave have the right to bid immediately upon return from vacation or sick leave provided they were on vacation or sick leave the entire posting period. However, the job will not be held open more than ten (10) working days following the end of the posting period. Bids will only be considered if the employee meets all of posted requirements and is an "employee in good standing" (no unsatisfactory ratings in performance, attendance or promptness in the last six (6) months.)

SECTION 3. Promotions shall be awarded first on the basis of experience, qualifications, previous job performance, attendance and promptness history, supervisor's recommendations and then on seniority.

SECTION 4. The successful bidder shall receive a trial period of ninety (90) working days.

SECTION 5. The Union and the employees will be kept advised of the progress made in learning the new assignment. If the employee fails to meet these requirements within the trial period, such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never left.

ARTICLE XVII: HOURS OF WORK

The Employer agrees to schedule each employee for eight (8) hours of work each day and forty (40) hours of work each week. A second (2nd) shift may take place from 4:00PM to 1:00AM with one (1) hour for dinner, one (1) fifteen (15) minute break and a fifteen (15) minute cleanup at 12:45AM, which shall be comprised of one (1) Building Maintenance Worker (BMW) and one (1) Maintenance Repsire/BMW with an LPL. The positions will be posted and a fifty cent (\$.50) per hour differential will be paid for working the second (2nd) shift. If no one applies for the

positions, the BMW/LPL with the least seniority will be assigned the second (2nd) shift position(s). Both second (2nd) shift employees must have valid New Jersey Drivers' Licenses. The Authority reserves the right to reduce the second (2nd) shift to one (1) Maintenance Repairer/BMW with an LPL or one (1) BMW during the summer (June, July and August) upon not less than two (2) weeks' notice. If both men on the second (2nd) shift, or if one (1) man during the summer on second (2nd) shift, are out sick for more than one (1) day, the Authority has the option, with not less than eight (8) hours' notice (prior to 12 NOON), to transfer another employee with the least seniority to the second (2nd) shift for the following night. There shall be no split shifts. The normal schedule is Monday through Friday, 7:00AM to 4:00PM, except when an employee works a "continuous service" schedule or shift.

The Employer shall allow a one (1) hour unpaid lunch period each day.

The Employer agrees to allow a paid one-half (1/2) hour lunch period for each subsequent four (4) hours the employee is required to work.

The Employer shall allow a paid fifteen (15) minute break during the morning and a paid fifteen (15) minute wash up time at the end of the day. Said break and wash up time shall be performed on site unless permission is granted for employees to go off site. The breaks shall not be combined with the lunch break and not combined with any other break nor used to go home early or come to work later.

Employees performing emergency work such as Snow Plowing, Sanding, Flood Control, Storm Damage, etc., for more than four (4) consecutive hours outside their normal work day may take a paid rest period of one (1) hour after each four (4) hours of such work.

ARTICLE XVIII: CONTINUOUS SERVICE

As and when determined by management, certain employees may be offered a continuous service schedule or shift equating to a forty (40) hour, seven (7) day, Monday through Sunday week. The shift hours and schedule will be subject to the approval of the employees involved and the Union. Employees assigned to continuous service schedule or shift will receive a One Thousand Three Hundred (\$1,300.00) Dollars per year, Twenty-Five (\$25.00) Dollars per week, pay differential but will not receive time and one-half (1 ½) for work performed on Saturdays and Sundays. For new hires, it is agreed that a Sunday through Thursday and Tuesday through Saturday shift without pay differential is permitted.

ARTICLE XIX: PREMIUM PAY

The Employer agrees to pay premium wages in accordance with the following rules:

One and one half (1-1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours approved and worked prior to the employee's scheduled starting time, except employees working continuous service schedule.
3. No overtime will be paid to employees who worked less than forty hours' regular time per week. This forty-hour regular time may be a combination of actual hours worked and authorized absences. Suspensions, sick without doctor's note and leave without prior approval shall not be considered as authorized absences.
4. All hours approved and worked on any Saturday or Sunday, (except employees working continuous service schedule).

5. All hours approved and worked when an employee is called back to work more than four (4) hours prior to starting time or after quitting time or is called in to work on a Saturday, Sunday, or Holiday (with the exception that employees on continuous service on a Monday through Sunday Schedule will not be paid overtime on weekends), the employee shall be guaranteed four (4) hours work at the applicable premium rate of pay. Effective May 1, 2019, that guaranteed minimum shall be reduced to two (2) hours. In the event that the employee's Supervisor shall determine that the emergency work to be performed can be completed in less than four (4) / two (2) hours, after completing the emergency work the employee shall have the option of being paid only for hours worked, or continuing to work for the balance of four (4) / two (2) hours as directed by the Supervisor and being paid the (4) / two (2) hour minimum in accordance herewith. In the event additional work is not provided on a call-in by the Supervisor, the employee will be paid the guaranteed four (4) / two (2) hours.
6. Premium pay for overtime on holidays begins at 12:01 AM. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment. The method of recording and employees overtime will be as follows:
- A. Overtime employee physically worked.
 - B. Overtime employee orally refused.
 - C. Overtime employee was too ill to work.

The Employer or Shop Steward will maintain a current list of overtime actually worked

together with overtime charges in accordance with the above paragraph.

There shall be no pyramiding of overtime.

All available employees shall make every effort to work emergency overtime when requested unless specifically excused by the employer.

The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

ARTICLE XX: HOLIDAYS

SECTION 1. The following days are designated as holidays for all Employee's covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Lincoln's Birthday	Election Day (General)
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

SECTION 2. Unauthorized absence on the day before or after a holiday will result in loss of holiday pay. Employees who do not work on the holiday shall receive their regular daily rate of pay for such day provided that any absence occurring on the day before or the day after the holiday has been authorized and/or paid for by the Employer. If the absence is due to illness, the Employer may request reasonable proof of such illness.

SECTION 3. Employees who are required to work on an observed holiday will be paid their regular pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as referred to in Article XIX of the Agreement, whichever is greater, (exclusive of any lunch break) on such holiday. For work during Thanksgiving Day and Christmas, employees shall

receive their regular holiday pay plus two (2x) times the straight time hourly rate per Article XIX.

SECTION 4. Any holiday which falls on a Saturday shall be celebrated the preceding Friday and any holiday which falls on Sunday shall be celebrated following Monday. The above shall only apply unless a Saturday and/or Sunday is a regular work day for the employee, then the holiday shall be observed on the regular work day.

SECTION 5. Continuous Service - If a holiday falls on an employee's regular day off, he will be given an alternate day off in return.

SECTION 6. Union employees may be allowed to work half (1/2) day on Christmas Eve and New Year's Eve, subject to the written discretion of the Executive Director. Employees shall be paid a full day's pay (i.e. 8 hours) if/when this provision is exercised.

ARTICLE XXI: VACATIONS

SECTION 1. Full-time employees who have completed their ninety (90) day probationary period are entitled to an annual vacation with pay which shall accrue to said employees as follows:

1 st through 5 th year	12 working days per year
6 th through 10 th year	15 working days per year
11 th through 15 th year	20 working days per year
16 th year and over	25 working days per year

An employee earns vacation leave pro-rated at the end of every month based upon his/her length of service as specified above.

The vacation schedule for part time employees working twenty-five (25) or more hours a week shall be in accordance with the above schedule, but on a pro-rated basis.

For the purpose of computing vacation entitlement, eight (8) hours at the employee's regular straight time hourly rate of pay shall constitute a working day.

Employees shall submit their requests for vacation on or before March 15 of each year and the Employer shall respond to such requests on or before April 1 of each year, effective January 1, 2020. Effective 2019, the Employer reserves the right to deny vacation requests between November 15th and April 1st due to inclement weather. Such right to deny shall not occur if the vacation has been previously approved, except by mutual consent of the parties. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur on vacations selected prior to March 15th, seniority shall prevail; otherwise, preference will be governed on a first come, first serve basis, then by seniority within title insofar as effective staffing requirements permit.

Employees are expected to take vacation leave during the twelve (12) month period in which such leave is earned; vacation leave can accrue for a maximum period of two (2) years.

Employees shall receive vacation pay in advance of their vacation provided they furnish the Employer with written request for same at least two (2) weeks in advance of their scheduled vacation only with the prior written approval of the Executive Director.

In the event a holiday falls during an employee's vacation period, such employees shall enjoy an additional vacation day with pay at a mutually agreed upon time. Vacations may be taken throughout the calendar year.

In the case of discharge, dismissal, or voluntarily leaving the HACP's employment, the employee's vacation shall be prorated from the first of the year, and accrued, unused vacation leave paid upon termination. In the event of an employee's death, unused vacation for the year shall be paid to his/her estate.

Employees may request a change in their vacation schedule by submitting a request to the Supervisor at least five (5) days in advance of their scheduled vacation.

In the event of a death in the employee's family while an employee is on vacation, the employee may request to reschedule their vacation, subject to the approval of the Supervisor.

ARTICLE XXII: DEATH IN THE FAMILY

A HACP employee may be absent from work with pay when there is a death of a member of his/her immediate family; such leave shall be granted from the day of death until the day after the funeral, not to exceed five (5) working days. For the purpose of funeral leave, "immediate family" shall be defined as parent, spouse, child, sister or brother, grandparent, grandchild, father-in-law, mother-in-law, or any other family member residing in the employee's household.

ARTICLE XXIII: CLOTHING ALLOWANCE

The Housing Authority requires uniforms for all maintenance personnel. Employees are required to maintain their uniforms. The Authority will provide, at a minimum, seven (7) sets of shirts (long sleeve, short sleeve or t-shirts), seven (7) pairs of pants, spring/fall jacket or sweatshirt each year and may be exchanged by the employee at the discretion of the employee. The Authority will provide a winter coat, rain boots and rain coat every other year. The Authority shall provide a steel toe/composite boot allowance in the amount of One Hundred Seventy-Five (\$175.00) Dollars per year. New employees shall be provided this allowance upon becoming a permanent employee. The boot allowance will be paid upon receipt of purchase.

ARTICLE XXIV: SAVINGS CLAUSE

SECTION 1: It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or circumstances shall not be affected thereby.

SECTION 2: If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXV: SAFETY

The Employer shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell his Supervisor. The Supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the Supervisor, the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. Normally if the Supervisor takes the responsibility and directs the work to continue, the employee shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this Agreement.

The Employer shall provide all safety equipment necessary for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use. The parties agree to establish a safety committee to consist of two (2) Union and two (2) management members. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

ARTICLE XXVI: JURY DUTY

SECTION 1. An employee summoned to jury duty shall receive his regular pay from the Employer without interruption or deduction for such period. Such employee shall call the courts each evening to find out if he/she is scheduled and shall report to work when he/she is not scheduled for jury duty.

SECTION 2. Any payment received for jury duty shall be returned to the employer.

ARTICLE XXVII: BULLETIN BOARDS

The Union shall have the use of bulletin boards on the Employer's premises for posting notices relating to Union meetings, official business, and social functions only. No defamatory or malicious writing of any nature whatsoever shall be placed on the bulletin board and the Union agrees to immediately remove any such defamatory or malicious writings which may be posted. All materials posted shall either be on union letterhead and/or signed by the Teamsters Local No. 469 Business Agent and/or designated Shop Steward.

ARTICLE XXVIII: STANDBY

Repairman is to perform standby based on a seniority rotational basis as established by Union Local No. 469. Standby pay will be Three Hundred Fifty (\$350.00) Dollars per week. Standby hours shall be 4:00PM to 7:00AM, Monday – Saturday and 7:00AM to 7:00AM Saturday through Monday. When Maintenance Repairer/BMWs are required to work on standby, they shall have the option to use Authority vehicles as assigned by management.

In the following situations, compensation for standby will be:

1. Boiler routine will be performed by the standby person. If the standby person does not possess a boiler license, the next repairman in the rotation for standby will be required to cover boiler routine.
2. No employees will be required to use their personal vehicles at any time while on duty. Usage of personal vehicle during working hours may result in disciplinary action.
3. The HACP agrees to pay for Boiler license renewals if it is required as a condition of employment with the Authority.

ARTICLE XXIX: WAGES

- A. Two (2%) percent increase, retroactive to January 1, 2019, if the employee is on the active payroll of the Authority at the time of the full execution of this MOA by all parties.
- B. Two (2%) percent increase, effective January 1, 2020. (Any retroactivity will be determined by the same conditions as 2019 above.)
- C. Two (2%) percent increase, effective January 1, 2021.
- D. The salary guide, based on the above, shall read as follows:

**Housing Authority of the City of Passaic
Bargaining Unit Members Wage Range Schedule for 2019 to 2021**

<u>2019</u>				
<u>Title</u>	<u>Minimum</u>	<u>Maximum Without Longevity</u>	<u>Longevity (if applicable)</u>	<u>Maximum With Longevity (if applicable)</u>
Maintenance Repairer/ BMW, Low Pressure License	\$34,769	\$63,533	\$1,600	\$65,133
Senior Maintenance Repairer	\$33,431	\$62,107		\$62,107
Maintenance Repairer	\$33,431	\$58,827		\$58,827
Senior Building Maintenance Worker	\$30,105	\$58,827		\$58,827
Building Maintenance Worker	\$30,105	\$52,509	\$1,600	\$54,109

<u>2020</u>				
<u>Title</u>	<u>Minimum</u>	<u>Maximum Without Longevity</u>	<u>Longevity (if applicable)</u>	<u>Maximum With Longevity (if applicable)</u>
Maintenance Repairer/ BMW, Low Pressure License	\$35,464	\$64,804	\$1,600	\$66,404
Senior Maintenance Repairer	\$34,100	\$63,349		\$63,349

Maintenance Repairer	\$34,100	\$60,004		\$60,004
Senior Building Maintenance Worker	\$30,707	\$60,004		\$60,004
Building Maintenance Worker	\$30,707	\$53,559	\$1,600	\$55,159

2021

<u>Title</u>	<u>Minimum</u>	<u>Maximum Without Longevity</u>	<u>Longevity (if applicable)</u>	<u>Maximum With Longevity (if applicable)</u>
Maintenance Repairer/ BMW, Low Pressure License	\$35,464	\$66,100	\$1,600	\$67,700
Senior Maintenance Repairer	\$34,100	\$64,616		\$64,616
Maintenance Repairer	\$34,100	\$61,204		\$61,204
Senior Building Maintenance Worker	\$30,707	\$61,204		\$61,204
Building Maintenance Worker	\$30,707	\$54,630	\$1,600	\$56,230

ARTICLE XXX: LONGEVITY

No longevity for employees hired after January 1, 1998.

Presently, there is only one (1) employee entitled to longevity pay, in addition to their annual salary, who was employed prior to 1998 and presently has over thirty (30) years of service. These employee's longevity pay is computed as follows:

- Based on their initial date of hire.
- Longevity pay shall be considered as part of base wages for the purpose of computing Holiday Pay, Vacation Pay, Sick Pay, or Overtime, and pension contributions.
- Upon completion of twenty (20) years of service - One Thousand Six Hundred (\$1,600.00) Dollars.

Any employee who resigns from his/her employment with the HACP and subsequently is reemployed loses prior service credits for longevity purposes unless specifically approved by the HACP.

The HACP office will assure that longevity pay is made to each qualifying employee. Such pay will be included as part of the employee's bi-weekly paycheck and is subject to mandatory and authorized payroll deductions.

ARTICLE XXXI: TEMPORARY EMPLOYEES

Temporary employees are those employees who are hired to fill temporary vacancies caused by an employee's illness, leave of absence, suspension, or other temporary absence or inability to work. Temporary employees shall not have any of the rights of permanent employees including participation in the Union. The temporary employee shall be an employee at will and the Employer may in its discretion continue to hire said temporary employee until the absent employee returns to active work.

The Employer shall not use temporary employees to fill permanent job openings or vacancies. However, where a temporary position held by a temporary employee shall become a permanent position by reason of the absent employee's failure to return to active employment, nothing in this Agreement shall prevent the Employer from considering and hiring the temporary employee for the permanent position. In the event that a temporary employee shall be hired as a new permanent employee then the conditions of Article VIII shall become effective on the date of hire as a new permanent employee and the ninety (90) day probationary period shall begin on the date of permanent hire without regard to the length of time the employee has been a temporary employee.

Temporary employees shall not obtain the benefits of Union membership or be otherwise

covered under this Agreement unless they are hired as new permanent employees.

ARTICLE XXXII: ATTENDANCE AND PROMPTNESS

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies. Reporting absences shall occur no less than thirty (30) minutes before the start of the employee's shift.

Time Clock – All employees must clock in/out at the beginning/end of workday and at the beginning/end of lunch period.

The following actions are serious offenses and will result in disciplinary action:

- Falsification or misrepresentation of time worked.
- Tampering with the time clock or causing any damage to the machine in any way.
- Excessive or patterned absenteeism; and,
- Abuse of sick leave.

Tardiness and Absenteeism:

- **Tardiness:** Tardiness is a costly disruption of the HACP's work schedule; employees are continually evaluated for promptness and will be disciplined and eventually terminated if tardiness persists.
- **Absenteeism:** All HACP employees are expected to be in attendance during all scheduled work hours except when on specifically approved leave, i.e. vacation, sick, funeral, etc., or approved unpaid leave of absence. If the employee is absent and not on approved paid or unpaid leave, he/she will be docked for the absent time and may be disciplined.

CLOSING (OR RATHER STAYING OPEN)

The HACP operates twenty-four (24) hours a day, seven (7) days a week, every day of the

year. We own and operate Federally assisted apartments, administer additional Federal subsidies in privately owned housing, manage capital improvements and oversee a dozen + special programs. The HACP places a very high value on good attendance and promptness performance. We cannot do our job if staff members are not present and timely. This policy has been drafted and adopted accordingly.

ARTICLE XXXIII: HEALTH BENEFITS

Union Employees may enroll in any health benefit plan offered by the HACP, inclusive vision and dental, subject to the rules and regulations of said plan and in accordance with the New Jersey Division of Pensions and Benefits, if applicable, as well as HACP policies. The provisions of Ch. 78, P.L. 2011 shall apply in full to all bargaining unit members.

ARTICLE XXXIV: PENSION

The Housing Authority of the City of Passaic agrees to make available to all employees covered by this Agreement all benefits provided for when enrolled in the New Jersey Public Employees Retirement System ("PERS").

ARTICLE XXXV: DRIVE

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employee of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck.

ARTICLE XXXVI: DURATION OF AGREEMENT

The provisions of this Agreement shall become effective, retroactively, on January 1, 2019 and shall continue in full force and effect until December 31, 2021, both dates inclusive. The provisions of this Agreement shall be applicable only to those employees in the employ of the Employer on the date this contract and all future employees employed by the Employer in the job classifications covered by this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives this 15th day of April, 2020.

**HOUSING AUTHORITY OF THE
CITY OF PASSAIC**

TEAMSTERS LOCAL NO. 469

BY: 
PAMELA MITCHELL
EXECUTIVE DIRECTOR

BY: 
MICHAEL TKATCH
VICE PRESIDENT