# **AGREEMENT**

# **BETWEEN**

# COMMUNICATIONS WORKERS OF AMERICA LOCAL 1045

# **AND**

# THE WEST NEW YORK HOUSING AUTHORITY



Effective: October 1, 1995 - September 30, 1998



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#### PREAMBLE

#### ARTICLE I - RECOGNITION

The West New York Housing Authority recognizes the Communications Workers of America, Local 1045 as the exclusive Representative for the purpose of collective negotiations for all permanent and provisional employees (as defined under the Rules of the State of New Jersey Department of Personnel) of the West New York Housing Authority, excluding managerial executives, supervisors, and employees holding unclassified positions.

# ARTICLE II - DUES DEDUCTION

A. The Housing Authority agrees to deduct from the salaries of employees covered by this Agreement, dues for the Union, so long as such employees are not in default under this Agreement. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e) as amended. Effective the first full pay period following the signing of this Agreement, the Housing Authority agrees to deduct the dues amount of 1.15% of an employees base salary for each pay check exclusive of overtime, which shall be remitted by the Housing Authority to the Union, c/o Secretary-Treasurer, Communications Workers of America, 501 3rd

Street NW, Washington, D.C. by the fifteenth of each month following the monthly pay period in which deductions were made, together with a list of employees from whose pay such deductions were made. A copy of such a list shall also be forwarded to the Local Union President. The Employer agrees to forward the full name and address of all new employees, and employees who are discharged, granted leaves of absence, absence due to illness or injury, or who leave employment for any reason, when submitting the dues deduction list to the Union.

- B. The Union will provide the necessary "check-off authorization form" and deliver the signed forms to the appropriate Housing Authority Official.
- C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Housing Authority written notice prior to the effective date of such change, plus separate authorization from the employee for such change.
- D. Unless barred by Federal or State Law, any permanent employee (one who has completed his probationary period) in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within ten (10) days of entry into employment with the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five (85) percent of the regular Union membership dues, fees

and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect change in the regular Union member dues, fees and assessments. The Union entitlement to the Representation fees shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the Unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

The Union agrees that it will indemnify and save harmless the Housing Authority against any suit and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of the agency shop, and it shall reimburse the Housing Authority from all costs, including reasonable attorney's fees incurred in defense of the Housing Authority.

# ARTICLE III - HOURS OF WORK AND OVERTIME

A. The regular hours of work for Housing Administrative Employees shall be 35 hours per week Sunday through Saturday between the hours of 9:00 a.m. to 4:00 p.m. with a one hour meal time. The work week currently in effect is Monday through Friday; however, this can be changed at anytime to Sunday through Saturday, in the management's discretion, according to the needs of the Housing Authority. Housing Authority Maintenance Employees shall work 40 hours between the hours of 8:00 a.m. through 5:00 p.m.,

with a one hour meal time.

Maintenance work week shall be Sunday through Saturday.

- B. Security Guards normal work week shall consist of five (5) scheduled days of six hours per day Sunday through Saturday as established by management, with one (1) fifteen minute break during each half day of work.
- C. Overtime work shall be voluntary but in the event there are no volunteers, then the employees shall be required to work overtime.
- 2. If an employee is called into work by the employer before or after his/her regular tour of duty, the employee shall be paid from the time an employee leaves his /her home until he/ she returns.
- 3. Overtime shall be paid at the rate of time and one half (1 1/2) by the employer to all employees who work in excess of the employees normal work week. The employees' hourly rate shall be determined by dividing 35 hours into the employees' for administrative\* gross weekly pay. All overtime monies will be paid in a separate check.
- \* personnel and 40 hours for maintenance personnel
- 4. Employees covered by this Agreement will be compensated at the rate of time and one-half (1 1/2) in cash or as to Administrative Personnel only, compensatory time within 60 days at the employers' option.
- 5. The Authority will make every effort to equalize overtime amongst employees in the appropriate job.

- 6. In no event shall an employee be paid for compensatory time not taken.
- 7. Compensatory time shall not accrue for a period in excess of 30 days, except with the approval of the Executive Director.

# ARTICLE IV - GRIEVANCES

#### A. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment. The parties agree that the procedure will be kept as informal as may be appropriate.
- 2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of the Authority. If such discussion involves a matter covered by the definition of a grievance in Section B, the Union shall be advised of the adjustment of the issue.
- 3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

#### B. Definitions

- 1. The term "grievance" shall mean an allegation that there has been:
- (a) A violation, misinterpretation or misapplication of the terms of this Agreement.
  - (b) An inequitable, improper, unjust application or

misinterpretation of rules or regulations, existing policy, or orders applicable to the Housing Authority.

# C. Presentation of a Grievance

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and/or a Union Representative.

#### D. Grievance Procedure

#### Step 1

The grievant and his/her Union Shop Steward shall present to the immediate Supervisor, the employee's written grievance or dispute within fifteen (15) working days of its occurrence or when the employee should have known of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The immediate Supervisor shall schedule a hearing within fifteen (15) working days of receipt of the grievance and shall render a decision in writing to the grievant within ten (10) working days of the hearing.

Step 1 may be waived upon request of the Union.

#### Step 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's. Union representative who is the Shop Steward or Local Union Officer to the Director within fifteen (15) working days of the written response from Step 1. The Director shall hold a hearing within

fifteen (15) working days of the request for the hearing and render a decision within ten (10) working days.

# Step 3

If the grievance is not settled through Step 2, the same shall be presented in writing by the employee and the employee's Union representative who is the Shop Steward or Local Union Officer to the Housing Authority Board within ten (10) working days of the written response from Step 2. Within thirty (30) calendar days of receipt of the notice from the grievant, a hearing shall be held before the Housing Authority Board. The Housing Authority Board shall render a written decision on the grievance within fifteen (15) working days of the close of the hearing. Should the Employer fail to respond to the Union within the time limits as set forth above, the grievance shall be deemed sustained in the Union's favor.

#### Step 4

- 1. If no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration only by the Union within thirty (30) working days of receipt of a decision from Step 3.
- 2. (a) Any unresolved grievance, except matters involving appointment, promotion or assignment; or matters within the exclusive province of the State Department of Personnel, may be appealed to arbitration (only by the Union). The Union must file

the request for arbitration within thirty (30) working days after the receipt of the Step 3 decision.

- (b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the State Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- (c) Where the grievance involves an alleged violation of individual rights specified in State Department of Personnel Law and Rules for which a specific appeal to the State Department of Personnel is available, the individual may present his/her complaint to the State Department of Personnel directly. The grievant may pursue the State Department of Personnel procedure or the Grievance Procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time.
- 3. Should the Union wish to move a grievance to arbitration, the Union shall notify the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the Employer and the Union. Selection of an arbitrator shall conform to the procedures of the Public Employment Relations Commission. The parties shall meet at least ten (10) working days prior to the

date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

- 4. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect and make a decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.
- 5. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- 6. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- 7. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by Law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority.
- 8. The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants, to the extent permitted by and in accordance with applicable law and this Agreement. Disciplinary disputes shall be subject to the Grievance Procedure herein set forth.

- E. There shall be no loss of pay for employee for time spent either as a grievant, witness, or one (1) Union representative, in any step of the Grievance Procedure.
- F. Employee grievances shall be presented on prepared forms.

  The Grievance Procedure, as defined herein, shall be strictly adhered to.
- G. Grievance resolutions or decisions at Step 1 through Step 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

# Article V - DISCIPLINE

- A. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given adverse evaluation of his/her professional services without just cause.
- B. Discipline shall be progressive in nature and corrective in intent. As provided by the New Jersey Department Of Personnel.

# ARTICLE VI - SICK LEAVE

- A. 1. All permanent and provisional employees shall be entitled to the following sick leave:
  - a) Up to the end of the first calendar year of

employment, one (1) work day for each month worked during that calendar year.

- b) After the first calendar year of employment, one and one-quarter days for each month worked.
  - Sick days shall accumulate from year to year.
- 3. Should any permanent or provisional employee incur less than three (3) days in any calendar year he/she shall receive one personal leave day off in the next succeeding calendar year, provided that said bonus personal leave day is taken with the prior written approval of his/her supervisor or the Director, and does not, directly or indirectly, result in undermanning or payment of overtime to the employee, his or her replacement or any other employee as a result of the taking of the bonus day by the employee.
- 4. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, off-duty injury or exposure to contagious disease. For the purpose of these regulations, sickness shall include injury other than accidental injury arising out of and in the course of employment by the West New York Housing Authority.
- 5. Any employee who is injured on the job shall have such rights as are provided by applicable law.
- 6. If an employee is absent for reasons that entitle him or her to sick leave, his or her supervisor shall be notified one hour prior to the employees starting time.

An employee who fails to notify his/her supervisor

in the manner prescribed above, shall lose 1 days pay for the initial failure during any calendar year. Failure to so notify his/her supervisor of any subsequent absences during the calendar year may be cause for denial of the use of sick leave for such absence, and may also constitute cause for disciplinary action.

- 7. An employee who shall be absent on sick leave for three (3) or more consecutive days during any calendar year shall submit acceptable medical evidence substantiating the illness or injury. The Housing Authority may require proof of the illness or injury of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.
- 8. The Housing Authority may require an employee who has been absent because of personal injury or illness, as a condition of his/her return to duty, to be examined at the expense of the Authority by a physician designated by the Authority. Such examination shall establish whether the employee is capable of performing his or her normal duties and that the employees' return to work will not jeopardize the health, safety or general welfare of other employees, the residents of the Authority's housing developments, or the general public.
- 9. All permanent employees shall be entitled to a retirement benefit for unused sick leave, provided the Town of West New York is providing a like benefit to its employees. The maximum dollar amount of such benefit shall be equal to the maximum dollar amount of the like benefit being paid by the Town of West New York to its employees; shall be based on a schedule identical to the schedule

employed by the Town in determining the actual dollar amount of the benefits to be paid to its employees; and shall be in accord with all other provisions of the Town's like program.

The above retirement benefit shall be at the current rate of pay. The Authority may pay the above retirement benefit according to its ability to budget and pay same and may elect the manner in which payment shall be made (ie., lump sum, monthly, weekly.)

The above provision shall not apply to temporary and seasonal employees.

10. No employee, while on sick leave, shall be away from his or her permanent place of residence, except for the purpose of obtaining the assistance of doctors, hospital or other medical personnel, or for other verifiable emergency reasons; nor shall they be engaged in other employment activity during such time.

# ARTICLE VII - VACATION

- A. All employees shall be entitled to vacation leave as follows:
- 1. New employees shall receive one working day for each month of service or major fraction thereof.
- From the beginning of first full calendar year of employment and up to four (4) years - 12 working days.
- 3. Beginning with the fifth (5th) year of service 15 working days.
- 4. Beginning with the sixth year of service and every year thereafter, one (1) additional day for each full calendar year

of employment up to a maximum of 35 working days.

- B. Vacation pay shall be paid prior to actual vacation period provided employee has given at least fifteen (15) working days prior written notice of vacation to the Director.
- C. Any increase in vacation days based on years of service shall be credited at the beginning of the calendar year in which the employee attains such years of service.
- D. The time of the employees vacation shall be subject to the needs of the Housing Authority and the approval of the Executive Director.
- E. If an employee is on vacation and becomes ill during that time not allowing him/her to continue vacation, and can provide a doctors proof of such illness, or should a death in the family occur, then that time may be changed to sick and/or bereavement leave, as applicable, and vacation leave shall be reinstated. If a holiday occurs during a vacation, it shall not be counted as a day of vacation.
- F. An employee must take earned vacation between the period of January 1 and December 31 of each calendar year. Vacation shall be non-cumulative except as provided by state statute.

#### ARTICLE VIII - HOLIDAYS

The following shall be recognized as paid Holidays:

New Year's Day Election Day 2nd Tues Nov. Lincoln's Birthday Washington's Birthday Thanksgiving Day Day after Thanksgiving Day Christmas Day Labor Day Whenever any of the holidays listed above falls on a Saturday, the holiday should be observed on the preceding Friday. Whenever the holiday falls on a Sunday, it shall be observed on the following Monday.

Whenever any holiday is worked by the Employee with the prior written approval of the Director or his designee, time and one-half rates plus regular pay shall prevail for the actual hours worked by the employee.

#### ARTICLE IX - PERSONAL DAYS

- A. Permanent employees shall receive one (1) personal day after one year of employment, two (2) personal days after two years, and three (3) personal days after three years of service.
- B. A 24 hour prior written request to use a personal day shall be given by the Employee to the Director, except in the event of an emergency when an oral request will be sufficient. The Director may approve or deny any request to use a personal day. It shall be grounds for denial of an employee's request for use of a personal day if manpower will fall below minimum strength, absence will cause diminution of essential service or create an emergency, or the Employee's use of the personal day will result in expenditure by the Housing Authority for overtime or extra cost, direct or indirect.
  - C. Personal days shall not be added to, taken in

conjunction with, or taken consecutively with any sick leave, vacation leave, holiday, or other absence by the employee, except upon prior approval and written authorization of the Director.

D. Personal days must be taken within the calendar and are non-cumulative.

#### ARTICLE X - SENIORITY

- A. Seniority is defined as continuous unbroken service with the Employer.
- B. Seniority will be given strong consideration by the Employer with respect to promotion. If there are two or more employees with substantially equal qualifications and ability to perform the work, the employee with the greatest seniority may be given preference.
- C. Seniority shall prevail in the selection of vacation schedules.
- D. Layoffs due to a reduction in force shall be according to inverse seniority within job title as per N.J.D.O.P.

#### ARTICLE XI - LEAVE OF ABSENCE

A. Leave without pay.

Permanent employees may be granted unpaid leaves of absence for medical or personal reasons for up to ninety (90) days, with any extension being at the discretion of the Executive Director.

# B. Military Leave

Any employee called into the Armed Forces of the United States

during national emergency or draft shall be given a leave of absence without pay, as per State Law.

# C. Jury Duty

In the event an employee is summoned to serve as a juror, full wages are to be paid by the Housing Authority less the amount paid by the State, provided the employee submits to the Executive Director a copy of the Summons for Jury Duty within two (2) working days of receipt of same.

# ARTICLE XII - BEREAVEMENT LEAVE

- A. A death in an employee's immediate family shall not be charged against his compensatory time off.
- 1. Time off shall be given from the day of death until the day after the funeral, and shall not exceed five (5) consecutive working days. Immediate family shall be defined as follows: MOTHER, FATHER, SISTER, BROTHER, SON, DAUGHTER, HUSBAND, WIFE
- 2. Time off shall be given for two consecutive working days plus day of the funeral in the event of death of GRANDMOTHER, GRANDFATHER, FATHER-IN-LAW, MOTHER-IN-LAW, or GRANDCHILD.

# ARTICLE XIII - LONGEVITY

The employer agrees to pay longevity to all permanent employees covered by this agreement in accordance with the following scale, said longevity to be paid bi-monthly with the employee's salary. Said longevity shall be included as part of employees' base salary for pension purposes.

Employees hired prior to December 31, 1984:

Beginning with 3rd year of service - 4% of base annual salary Beginning with 6th year of service - 6% of base annual salary Beginning with 11th year of service - 8% of base annual salary Beginning with 16th year of service - 10% of base annual salary

Employees hired on or after January 1, 1985
Beginning with 5th year of service - 4% of base
Beginning with 11th year of service - 6% of base
Beginning with 15th year of service - 8% of base
Beginning with 20th year of service - 10% of base

- a. Such additional compensation shall be based upon the annual salary of each officer or employee at the time that each of said officers and employees reaches one of the aforementioned additional compensation periods.
- b. Such additional compensation shall in no instance exceed 10% of the aforementioned salaries as herein established for employees hired prior to December 31, 1984 or 12% for employees hired subsequent to January 1, 1985.
- c. Any interruption of service due to a cause beyond the control of the officer or employee, such as military service, injury in line of duty or illness shall be considered as service for the purpose of determining the compensation of said longevity periods.
- d. All periods of employment shall be computed from the date of appointment or employment of said officer or employee.
- e. Additional compensation of any nature, including overtime, will not be considered in computing longevity.

# ARTICLE XIV - PREGNANCY DISABILITY/CHILD CARE AND FAMILY LEAVE

- A. Pregnancy disability leave and child care leave shall be granted in compliance with Department of Personnel regulations, and all provisions of the Family Leave Act Laws of New Jersey, CHAPTER 261, Approved January 4, 1990.
- B. During pregnancy disability leave, employees may utilize earned leave time (sick, vacation, personal and compensatory) but shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy disability. The employee must exhaust all accrued sick leave prior to being eligible for New Jersey Temporary Disability Insurance.

# ARTICLE XV - UNIFORM

As currently provided by the Authority.

# ARTICLE XVI - HEALTH BENEFITS

- 1. Health benefits shall be Blue Cross, Blue Shield and Major Medical with prescription coverage or, comparable benefits by other insurance carriers in companies and in benefits amounts approved by HUD. The Housing Authority shall offer Housing Authority the option of choosing an HMO in lieu of the above coverage.
- 2. The Housing Authority agrees to continue to pay the premium for currently existing Health Coverage and Prescription Coverage or whatever insurance coverage is in effect at that time or in the future, for Housing Authority Employees who have retired on a

disability pension or after 25 years' or more service with the employer, or have retired and reached the age of 62 or older with at least 15 year of service with the Authority. If employees have other or similar coverage, the Authority shall not be required to supply coverage. If in the future H.U.D. can not or will not finance this benefit then the Authority will notify the Union prior to the start of the new budget year.

3. The Housing Authority will provide Housing Authority employees with an eyeglass plan at the employees option. The entire cost of that plan shall be paid by the employees.

#### ARTICLE XVII - SALARY

# SALARY: For all eligible Employees

- 1. Effective and Retroactive to October 1,1995 5% increase of base salary rate.
- 2. Effective October 1,1996 5% increase of base salary rate.
- 3. Effective October 1,1997 5% increase of base salary rate.

The above increases shall be based on the September 30th base salary prior the raise date.

It is understood that employees shall receive the raise on permanent or provisional status only.

# ARTICLE XVIII - UNION RIGHTS

- A. Union activities shall be carried on in such a manner so as not to disrupt operations of the Housing Authority. This provision is not intended to preclude the investigation and processing of grievances. The Union shall notify the Executive Director of the names of current Union Officers and Stewards and their designated Representatives for processing grievances.
- B. Union Stewards and Officers, not to exceed one (1) in number, shall each be allowed up to three days off per Contract year to attend Steward's Training, Conferences and the Union Convention; provided that each employee and the Union must give 30 days advance notice to the Executive Director of their intention to exercise this privilege and upon return to employment after attendance shall deliver to the Executive Director written proof of attendance. The Union and Employer agree that if this privilege is abused by any employee, the employer has the right to reopen discussions with the Union regarding the continuation of this privilege and the Union shall participate and cooperate.

# ARTICLE XIX - MANAGEMENT RIGHTS

A. The Housing Authority shall have/exercise sole control over its operations. All employees shall be subject to the rules and regulations of the Authority, the Laws of the State of New Jersey, and the rules and regulations of the State's Department of Personnel and the U. S. Department of Housing and Urban Development (HUD).

- B. The Authority's Director shall determine all matters concerning the plant, operation, training and all other matters necessary to the function of the Housing Authority.
- C. The Authority retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey including, but without limiting the generality of the foregoing, the following rights:
  - 1. To the Executive Management and Administrative control of the Housing Authority and its properties and facilities, and the activities of its employees.
  - 2. To hire all employees and, subject to the provisions of Law, to determine their qualifications and conditions for continued employment assignment and to promote and transfer employees.
  - 3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to Law.

Nothing contained herein shall be construed to deny or restrict the Authority's rights, responsibilities, and authority under State Housing laws or any other National, State, County, or Local Laws, rules or regulations pertaining thereto.

# ARTICLE XX - NO STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Housing Authority is of paramount importance to the citizens of the Community and that there should be no

interference with such operation.

- B. The Union covenants and agrees that during the term of this Agreement neither the Union, nor any person acting on its behalf, will cause, authorize, support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee' from his position, or stoppage of work or abstinence in whole or part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, or other job action against the Housing Authority.
- C. The union agrees that it will do everything in its power to prevent its members from participating in any Strike, work stoppage, slowdown, or other activity aforementioned, including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances, and bring about compliance with its order.

# ARTICLE XXI - PERSONNEL POLICY

The existing personnel policy shall continue to be in effect, except where it is in direct conflict with the terms of this contract. Where there is a direct conflict the terms of this contract shall prevail.

Employees may request reimbursement for job-related courses from the Housing Authority. Requests must be made in writing prior to taking the course. Approval is within the sole discretion of the Housing Authority. The employee must submit proof of having successfully completed the course before reimbursement can be made. The Housing Authority will reimburse the employee by the pay period following the submission of course completion.

# ARTICLE XXIII - PERSONNEL FILES AND RECORDS

- A. Employees shall have the right to examine their own personnel file and request copies of any documents within that file.
- B. By January 31 of each year every employee shall receive a written report detailing the number of vacation and sick days that employee is entitled to from the preceding year and for the current year.

# ARTICLE XXIV - HEALTH AND SAFETY

The Housing Authority agrees to abide by all applicable Health and Safety laws.

# ARTICLE XXV - DURATION OF AGREEMENT

The terms and conditions of this Contract shall be retroactive to October 1, 1995 and shall expire September 30, 1998.

Both parties agree to enter into negotiations for the year 1998 no later than April 1, 1998.

COMMUNICATIONS/WORKERS OF AMERICA, LOCAL 4045

BY: Xan frame

Sam Lumia, WNY Chapter President

HOUSING AUTHORITY OF THE TOWN OF WEST NEW YORK

ATTEST:

BY:

Edmond Monti, Chairman

Secretary, Lourdes Abreu

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