

Contract no. 835

AGREEMENT

BETWEEN

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1032**

AND

CARTERET HOUSING AUTHORITY

FOR

JANUARY 1, 1991 THROUGH DECEMBER 31, 1992

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE		
ARTICLE I	RECOGNITION	4
ARTICLE II	MANAGEMENT RIGHTS	5
ARTICLE III	RULES AND REGULATIONS	6
ARTICLE IV	NON-DISCRIMINATION	7
ARTICLE V	MAINTENANCE OF OPERATION	8
ARTICLE VI	GRIEVANCE PROCEDURE	9-10
ARTICLE VII	DEDUCTIONS FROM SALARY	11-12-13
ARTICLE VIII	HOURS OF WORK AND OVERTIME	14A-14B
ARTICLE IX	SALARIES & INCREMENTS	15-16
ARTICLE X	HOLIDAYS	17
ARTICLE XI	VACATIONS	18
ARTICLE XII	PERSONAL DAYS	19
ARTICLE XIII	SICK LEAVE	20
ARTICLE XIV	LEAVES OF ABSENCE	22
ARTICLE XV	BEREAVEMENT LEAVE	22
ARTICLE XVI	UNION BUSINESS LEAVE	23
ARTICLE XVII	UNIFORMS	24
ARTICLE XVIII	EMPLOYEE TRAINING	25
ARTICLE XIX	LONGEVITY	26
ARTICLE XX	HEALTH AND LIFE INSURANCE	27
ARTICLE XXI	INJURY LEAVE	28-29
ARTICLE XXII	PENSION LEAVE	30
ARTICLE XXIII	SENIORITY	31
ARTICLE XXIV	SEPARABILITY AND SAVING	32
ARTICLE XXV	DURATION	33
	SIGNERS TO THE CONTRACT	34

PREAMBLE

This Agreement entered into this 19th day of November, 1990, by and between the Carteret Housing Authority, in the County of Middlesex, hereinafter called the "Authority", and Communications Workers of America, Local 1032, hereinafter called the "Union", represents the complete and final understanding on all negotiated and bargained issues between the Authority and the Union.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE I

RECOGNITION

- A. The Authority hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as herein defined, for the purposes of collective bargaining and all activities and processes relative thereto.
- B. The bargaining unit shall consist of all full-time and part-time employees of the Carteret Housing Authority, now employed or hereafter employed.

For the purpose of this Agreement, the terms of employee or employees shall refer to all members of the bargaining unit as defined herein.

- C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.
- D. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Authority hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Authority and its properties and facilities and activities of its employees by utilizing the personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Authority.
 2. To make rules of procedure and conduct, to use improve methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Authority after advance notice thereof to the employees.
 4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Authority.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to Law, and Civil Service Rules and Recognition and this Agreement.
 6. To lay off employees in the event of lack of work or funds, or efficiency of operations, so long as said reason for the layoff is bona fide.
 7. The Authority reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Authority.
 8. Nothing contained herein shall be construed to deny or restrict the Authority of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other National, State, County or Local Laws or Ordinances.

ARTICLE III

RULES AND REGULATIONS

- A. Proposed new rules or modifications of existing rules governing negotiable working conditions shall be negotiated with the majority representative before they are established.

ARTICLE IV

NON-DISCRIMINATION

- A. The Authority and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

- B. The Authority and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Authority or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE V

MAINTENANCE OF OPERATION

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or 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 any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Authority.
- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Authority, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.
- C. Nothing contained in this Agreement shall be construed or limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- D. The Authority agrees that it will not engage in the lockout of any of its employees.

ARTICLE VI

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any grievance as defined herein. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted. The Union shall be notified of any grievance submitted by an employee, and shall have the right to be represented at any and every step of the grievance procedure, including the informal step incorporated in this Section.
- C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
2. No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by Statute or Administrative regulations, incorporated by reference in this Agreement either expressly or by operation of Law, shall not be processed.
- D. The following constitutes the sole and exclusive method for resolving grievance between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent.

STEP ONE: The grievant or the Union shall institute action under the provisions hereof within fourteen (14) calendar days after the event giving rise to the grievance has occurred in writing to the Executive Director. The Executive Director shall respond in writing within seven (7) days.

STEP TWO: It not resolved at Step One the grievant or the Union may institute action under the provisions hereof within thirty (30) calendar days after a response by the Director in writing to the Housing Authority Commissioners. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

The Housing Authority Commissioners shall respond in writing within thirty (30) days.

STEP THREE: If the grievance is not settled in Step One, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within thirty (30) calendar days after receipt of the decision of the Commissioners. The costs for the services of the arbitrator shall be borne equally by the Authority and the Union. Any other expense, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E.
 - 1. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
 - 2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provision of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.
- F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no Arbitration hearing shall be held until after the decision rendered by the Chairman on the grievance. In the event the grievant pursues his remedies through Civil Service, the Arbitration hearing, if any, shall be cancelled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.
- G. Disciplinary matters shall be arbitrable as permitted by Law.

ARTICLE VII

DEDUCTIONS FROM SALARY

- A. The Authority agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Authority Treasurer during the month following the filing of such card with the Authority.
- C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Authority written notice thirty (30) days prior to the effective date of such change and shall furnish to the Authority either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Authority Treasurer.
- E. Any such written authorization may only be withdrawn between the period of the first of April and the 30th of June, by filing a withdrawal notice with the Authority Treasurer. The filing of withdrawal notice shall be effective to halt deductions in accordance with N.J.S.A. 52-14-15.9e, as amended.
- F. The Authority agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

- H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments to the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fees exceed 85% of the regular membership dues, fees and assessments.
- I. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in negotiations and contract administration, and to secure for the employees it represents, advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Authority.
- J. Prior to January 1 and July 31 of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Housing Authority, and to all its employees within the unit, the information necessary to compute the fair share fee for services enumerated above.
- K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Authority or require the Authority to take any action other than to hold the fee in escrow pending resolution of the Appeal.
- L. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Authority in reliance upon salary deduction authorization cards for the fair share assessment information as furnished by the Union to the Authority, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.
- M. The Authority shall deduct and forward all dues to:

Communications Workers of America, AFL-CIO
Local 1032
900 Brunswick Avenue
Trenton, NJ 08638

on a bi-weekly basis or weekly basis with a list showing the members deduction and fair share deduction, name, base salary, and pay period covered. Dues shall be deducted at the calculated rate of 1.154% of the employee's base salary. The fair share calculation is 85% of the regular dues amount.

In no event should dues be deducted from overtime or bonus money. It should, however, be deducted from paid leave time, such as holiday, vacation, sick, etc.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

- A. The work day for all Maintenance on the payroll as of the signing of this contract, shall be of eight (8) hours, including a one-half (1/2) hour meal period, and the work week consists of forty (40) hours. The hours are 8 a.m. to 4:30 p.m. Monday through Friday. Maintenance has two breaks consisting of 15 minutes each; one in the morning at 10:00 a.m. and one in the afternoon at 3:00 p.m.

The office work day for all employees on the payroll as of the signing of this contract shall be seven and one-half (7-1/2) hours per day, including a one hour paid meal period. The hours are 8:30 a.m. to 4:00 p.m., and a work week of thirty-seven and one-half (37-1/2) hours and two 15-minute breaks; one in the morning and one in the afternoon. The new employees shall work the same number of hours but the Authority shall determine the work schedule.

- B. 1. When an employee is required to work overtime in excess and in continuation of his/her regular day's shift, or outside the normal day, he/she shall be compensated at the rate of one and one-half (1-1/2) times his/her regular base hourly rate of pay for all time worked. All work on Sundays at two times the rate and two times the rate for holidays worked.
2. An employee may request compensatory time off in lieu of pay. The rate of compensatory time will be at the same rate as paid time. An employee shall be able to accumulate a "bank" of a maximum of 24 hours compensatory time, to be taken as scheduled and mutually agreed to by the employee and his/her immediate Supervisor.
- C. If an employee is recalled to duty or is called to duty on an off-duty day, he/she shall receive a minimum guarantee of four (4) hours compensation at the overtime rate, provided said recall duty is not continuous with the employee's normal shift.
- D. As far as practicable, overtime shall be distributed equally amongst bargaining unit employees.
- E. As far as practicable, overtime shall continue to be distributed on a rotating seniority basis.
- F. Meal allowance - 2 hours overtime normal day - \$8.00

ARTICLE IX

(A)

SALARIES & INCREMENTS

- A. A wage increase of five (5%) percent of base salary shall be instituted for all positions, retroactive to January 1, 1991.
- B. An additional wage increase of five (5%) percent for 1992 effective January 1, 1992.
- C. The Authority agrees to adhere to salary rates based on the following schedule for 1991:

<u>TITLE</u>	<u>STARTING RATE</u>	<u>PLUS AMT OF INCREMENT</u>	<u>RATE</u>
Bldg. Supervisor	\$24,255.00	4 of \$1,000.00	\$28,255.00
Clk. Typ./Cashier	\$14,733.50	4 of \$ 750.00	\$17,733.50
Maint. Repairer	\$19,845.00	4 of \$1,804.25	\$27,062.00
Section 8 Coord.	\$17,088.75	4 of \$1,000.00	\$21,088.75
Adm. Asst. Pernl.	\$25,410.00	4 of \$1,130.00	\$29,930.00
Adm. Asst. Housing	\$22,250.00	4 of \$ 675.00	\$24,960.00
Maint. Laborer	\$8.27 hour	-----	\$8.27 hour

SALARIES & INCREMENTS

(B)

- A. A wage increase of five (5%) percent of base salary shall be instituted for all positions, retroactive to January 1, 1991.
- B. An additional wage increase of five (5%) percent for 1992 effective January 1, 1992.
- C. The Authority agrees to adhere to salary rates based on the following schedule for 1992:

<u>TITLE</u>	<u>STARTING RATE</u>	<u>PLUS AMT OF INCREMENT</u>	<u>RATE</u>
Bldg. Supervisor	\$25,467.75	4 of \$1,000.00	\$29,467.75
Clk. Typ./Cashier	\$15,470.18	4 of \$ 750.00	\$18,470.18
Maint. Repairer	\$20,837.25	4 of \$1,804.25	\$28,054.25
Section 8 Coord.	\$17,943.19	4 of \$1,000.00	\$21,943.19
Adm. Asst. Pernl.	\$26,680.50	4 of \$1,130.00	\$31,200.50
Adm. Asst. Housing	\$23,373.00	4 of \$ 675.00	\$26,073.00
Maint. Laborer	\$8.68 hour	-----	\$8.68 hour

ARTICLE X

HOLIDAYS

- A. The following shall be considered legal holidays during the term of this Agreement.

1/2 Day New Years Eve
New Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Good Friday

Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
1/2 Day Christmas Eve
Christmas Day
Election Day
Birthdays

ARTICLE XI

VACATIONS

- A. Employees shall receive annual vacation leave in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
Up to 1 Year	1 Day Per Month
1 to 4 Years	12 Working Days
5 to 10 Years	15 Working Days
11 to 15 Years	20 Working Days
Over 16 Years	25 Working Days

- B. Vacations not used in year earned maybe carried over into the following year.
- C. THE LANGUAGE FOR ITEM 4:

Employees shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment based on their years of service.

An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.

An employee who leaves the Housing Authority shall be paid for unused earned vacation leave.

- D. MAINTENANCE DEPARTMENT OVERTIME CLARIFICATION:

Any maintenance man called out for overtime and job cannot be completed that day or night because of parts or material, that maintenance man or men will complete the job the following day or when they get the parts or material.

ARTICLE XII

PERSONAL DAYS

- A. All bargaining unit personnel may request up to a maximum of three (3) personal days per year for personal, business household or family matters.

Approval of said personal days shall not be unreasonably withheld.

ARTICLE XIII

SICK LEAVE

- A. All permanent employees or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service as per Civil Service.
- B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the immediate family who is seriously ill.
- C. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.
- D. All employees shall be reimbursed for accrued sick leave at the time of termination of his/her employment, upon the basis of fifty (50%) percent of accumulated sick time. Beneficiary in case of death.

ARTICLE XIV

LEAVE OF ABSENCE

- A. Leaves of absence without pay may be granted, at the discretion of the Authority, to permanent employees for a period not to exceed six (6) months at any one time, subject to approval by the Department of Civil Service.
- B. Such leave may be renewed by the Authority for an additional period not to exceed six (6) months.
- C. Any additional renewals may not be granted except upon the approval by the Department of Civil Service for reasons as established by Commission of Rules and Regulations.

ARTICLE XV

BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, but in no event to exceed five (5) days consecutive work days.
- B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, sister, stepsister, stepbrother, and grandparents.
- C. In the event of the death of cousins, aunt or uncle the employee shall be granted time off with pay up to three (3) days.
- D. If additional time is needed by an employee to fulfill obligations in the event of a death in the family, he/she shall be permitted, with the approval of the Authority to utilize his/her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave.

ARTICLE XVI

UNION BUSINESS LEAVE

- A. Upon prior notice to and approval of the Authority, or his designated representative, members of the Union's Grievance Committee (not to exceed a total of two (2) employees in number) may be permitted to confer with the Authority in accordance with the Grievance Procedure set forth herein, during duty hours, without loss of pay or any other contractual benefit.
- B. Upon prior notice to and approval of the Authority, or his designated representative, members of the Union's Negotiating Committee (not to exceed a total of two (2) employees in number) may be permitted to attend collective bargaining meetings during working hours without loss of pay or any other contractual benefit.
- C.1. One (1) Steward or Officer of the Union shall be granted up to a maximum of three (3) days off annually without loss of pay for the purpose of attending Union conferences and/or seminars.
 - 2. In order to be eligible for this benefit, the Steward or Officer must notify the Authority at least one (1) week in advance of said conference and/or seminar.
 - 3. If an employee fails to provide prior notification and verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.
- D. The Union and its Representatives shall have the right to use the authority Facilities at all reasonable hours for meetings.
- E. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The Employee and the Union understands and agree that any such off-duty time spent shall not be compensated by the Authority and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE XVII

UNIFORMS

- A. The Authority shall supply the maintenance with a uniform. The uniform shall consist of the following:
1. Three (3) sets of pants and shirts to be replaced on a yearly basis.
 2. One (1) pair of work shoes annually.
 3. Rain Gear as needed.
 4. Winter Jacket as needed.
 5. Lightweight Jacket as needed.

B. CLOTHING MAINTENANCE:

All personal items that are damaged or destroyed in the line of duty, which are not covered by insurance, shall be replaced by the Housing Authority upon the following terms and conditions:

1. No claims shall be made in excess of forty (40) dollars except the Authority shall reimburse employees for actual repair or replacement of prescription eye glasses subject to item (5) below.
2. No employee shall make claims in excess of an aggregate of One Hundred (\$100) dollars per calendar year.
3. Employees shall furnish proof of loss and proof of purchase of the items damaged or destroyed.
4. Subject to the monetary limitations continued herein the Authority shall have the right to compensate the employee monetarily.
5. In computing the value of an item, depreciation and wear and tear shall be computed on a straight line depreciation.

ARTICLE XVIII

EMPLOYEE TRAINING

- A. When the Authority determines, in the exercise of its discretion, that specialized employee training is desirable and/or appropriate, it shall, where possible, endeavor to distribute such training on an equitable basis within each bureau of the Department.
- B. The cost of all training which is required by the Authority shall be borne by the Authority. The Authority will also assume the costs for all licenses and certificates, as well as the renewal costs of all licenses and certificates, required by the Authority.
- C. The Authority reserves the right to assign a suitable Authority vehicle for the purpose of transportation to and from assigned training sessions and other in-service schools.
- D. The opportunity to participate in such training shall not be unreasonably denied.

ARTICLE XIX

LONGEVITY

- A. In addition to the wage agreed upon in this contract the employees shall receive a longevity bonus added to their base rate in accordance with the following schedule.

At five (5) years to nine (9) years of service, two percent (2%) of salary.

At ten (10) to fourteen (14) years of service, four percent (4%) of salary.

At fifteen (15) years and above, six percent (6%) of salary.

At twenty (20) years and above, eight (8%) percent of salary.

- B. Employees will receive their longevity increase on their anniversary date.

ARTICLE XX

HEALTH AND LIFE INSURANCE

- A. The Authority agrees to continue the present health insurance coverage, with no change in the level of benefits for the life of their agreement.
- B. The employer agrees to continue the following coverage:
 - 1. Prescription card with \$3.00 co-pay.
 - 2. Eye Care Coverage.
 - 3. Dental Coverage.
- C. The Authority agrees to pay health benefit premiums for all eligible retirees in accordance with the provision of Chapter 88, P.L. 1974, as amended by Chapter 436, P.L. 1981.

ARTICLE XXI

INJURY LEAVE

- A. In the event an employee becomes disabled by reason of a service connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.
- B. Any employee who is injured, whether slight or severe, while working, must immediately, or as soon as practically possible, report said injury to the immediate supervisor.
- C. It is understood that the employee must file an injury report with the immediate supervisor so that the Authority may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Authority may reasonably require the employee to present such certificate from time to time.
- E. If the Authority does not accept the certificate of the physician designated by the insurance carrier, the Authority shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Authority.
- F. In the event the Authority appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Authority appointed physician. Then the Authority and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Authority and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

- G. The Authority, at its option, and upon certification by the Authority appointed physician, may extend the disability pay for no more than one (1) additional year. The Authority appointed physician must certify that the employee is incapable of performing his duties for the additional time period.
- H. In the event any employee is granted said injury leave, the Authority's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Authority.

ARTICLE XXII

PENSION PLAN

- A. The Authority shall continue for the lifetime of their Agreement to pay the Authority's portion of the pension costs under the Public Employees Retirement System of New Jersey at the signing of the Agreement.

ARTICLE XXIII

SENIORITY

- A. Traditional principles of seniority shall apply to employees covered by this Agreement as to the selection of vacation periods and compensatory days off, and reductions in force, where the qualifications of the eligible employees are equal.
- B. Seniority shall be one (1) factor considered as to promotion, where the qualifications of the eligible employees are equal, as determined by the Authority, except where promotions are governed by Civil Service Statutes, rules or regulations.
- C. Seniority is defined to mean the accumulated length of service with the Authority computed from the date of hire by the Department of Civil Service.
- D. Seniority will be considered for work assignments.
- E. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified in accordance with the Injury Leave Article.
- F. Seniority shall be lost, and employment terminated, if any of the following occur: (a) discharge (b) resignation; (c) absence for five (5) consecutive work days without leave or notice of justifiable reason for failing to give same.
- G. The interpretation and application of this Article shall be in conformity with all applicable Statutes and Civil Service Rules and Regulations.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of Law or by a Court or other tribunal of competent jurisdiction, such provision shall not be affected thereby and shall continue in full force and effect.
- B. If any such provision is declared invalid by operation of Law, parties to this Agreement will forthrightly entertain re-negotiations on this invalid provision.

ARTICLE XXV

DURATION

- A. This agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992.

This agreement shall continue in full force and effect from year to year thereafter. Should the parties hereto fail to reach an agreement for a new contract before the termination of this contract, the terms and conditions of this contract shall continue until the new one is signed changing the terms and conditions retroactive to January 1, 1993.

In witness whereof, the parties have hereunto set their hands and seals at the Carteret Housing Authority, Middlesex, N.J. on this 19th day of NOVEMBER, 1991.

1. At twenty (20) years and above, eight percent (8%) of salary.
2. Effective January 1 1991 all employees covered by this agreement shall receive a five (5%) percent increase in pay.

Effective January 1, 1992 all employees covered by this agreement shall receive an additional five (5%) percent increase in pay.

All time worked from January 1, 1991 to the signing of this contract shall be paid at the new establish rate of pay.

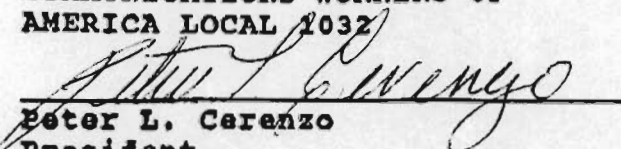
All increases of pay shall reflect in the four (4) step increments.

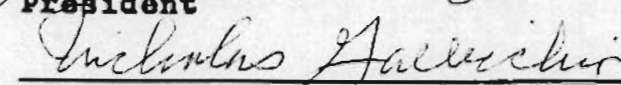
3. During the second year of this Agreement on or about February 15, 1992 the Housing Authority and the Union agree to reopen this agreement for the purpose of salary adjustments and other deferred issues.

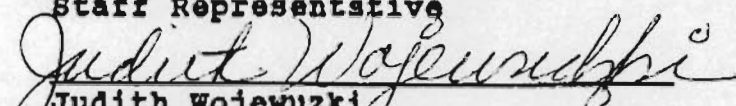
Salary adjustments shall be based on local comparability.

SIGNERS TO THE CONTRACT

COMMUNICATIONS WORKERS OF
AMERICA LOCAL 1032



Peter L. Carenzo
President



Nicholas R. Gallicchio
Staff Representative


Judith Wojewuzki
Committee Member


William J. Ward
Shop Steward

CARTERET HOUSING AUTHORITY
COUNTY OF MIDDLESEX


Samuel Sica, Chairman


Michelle L. Hudson
Executive Director