

AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE CITY OF NEWARK
(Newark, New Jersey)

and

SKILL TRADES ASSOCIATION, INC.
(Non Supervisory Unit)

APRIL 1, 2004 - MARCH 31, 2007

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PREAMBLE

THIS AGREEMENT made this 1st day of April, 2006, between the HOUSING AUTHORITY OF THE CITY OF NEWARK (hereinafter referred to as the Authority) and the SKILL TRADES ASSOCIATION, INC. (hereinafter referred to as the Association), represents the complete and final understanding on all bargainable issues between the Authority and the Association.

WITNESSETH THAT

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

WHEREAS, the parties desire to embody the results of the collective negotiations in a written Agreement,

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

ARTICLE I
RECOGNITION

A. The Authority hereby recognizes the Association as the exclusive bargaining representative concerning the terms and conditions of employment of permanent skilled trade maintenance personnel employed by the Authority consisting of Elevator Mechanics, Boilermakers, Carpenters, Electricians, Masons, Painters, Plumbers, Welders, Roofers, Oil Burner Mechanics, Resilient Floor Repairmen, Steam Fitters and Asbestos Workers as certified in the unit in accordance with P.E.R.C. Docket No. 93-7 and any subsequent cases before the Public Employment Relations Commission involving the parties concerning the subjects of representation and/or unit clarification.

B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females.

ARTICLE II
ASSOCIATION-MANAGEMENT COOPERATION

It is the common objective of the parties to obtain economy and efficiency of operations, safety for employees, increased productivity, protection of property and cleanliness of projects and to cooperate to those ends. In order to achieve said common objectives, the parties agree to work jointly to improve upon such areas as organization of work, individual work effort and tenant cooperation with employees.

ARTICLE III
ASSOCIATION SECURITY

A. The NHA shall deduct and transmit monthly membership dues and other proper assessments from the earned wages and/or salaries of each Union member upon the written authorization of the employee. In the event an employee is not eligible for payment on the date of customary dues deduction, such deduction will be made from the payroll of the next regular

pay period. Deduction of dues shall date from the date of submission on or before the payroll date on which such deductions are made. Deduction of dues shall be made from the second (2nd) pay period of the month. A certified listing showing the amount of dues deducted, and the monies reflecting the amount of the deductions of all bargaining unit members shall be forwarded to the Skilled Trades Association, seven (7) days after the deduction. The listing shall show the current employment status of all bargaining unit employees. Employees on leave shall make their payment of dues directly to the Union office. In the event an employee on leave does not make said payments, the NHA, upon the employee's return to work and notification from the Union shall deduct the dues from his/her salary for the month or months in arrears. Dues deduction arrearage shall not exceed the equivalent of three (3) months per payment.

B. Agency Shop

1. Representation Fee

The Authority agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Authority.

2. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues, and assessments. The computation of such fair share fee shall be in accordance with applicable law.

3. Challenging Assessment Procedure

a. The Association agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

b. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Authority pending final resolution of the challenge.

4. Deduction of Fee

No fee shall be deducted for any employee sooner than the:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. Tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

5. Payment of Fee

The Authority shall deduct the fee from the earnings of the employee and transmit the fee to the Association on a monthly basis during the term of this Agreement.

6. Dues Check-Off

Payroll deduction for dues to the Association from members who are employees of the Authority covered by this Agreement shall be made by the Authority upon the submission to the Authority by the Association of notification from said employee authorizing the deduction of dues from their pay. The appropriate Authority official shall forward said dues deductions to the Association on a monthly basis during the term of this Agreement. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of a notice of withdrawal with the Authority. The filing of a notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

7. Miscellaneous

The Association 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 fair share information and/or information concerning the names of the employees and the amount of dues or fair share fees to be deducted.

ARTICLE IV
ASSOCIATION BUSINESS

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

B. The Authority of the designated Association representative(s) shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievance(s) in accordance with the provisions of the collective bargaining agreement. The Association representative shall be released from work by his supervisor only at such time when it is convenient to the Authority and only to the extent necessary to make the investigation and for conferring with the Authority's representatives.

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

3. The Association representative is authorized to investigate, present and process grievances, provided such activity is not disruptive of any work and not disruptive of the schedule or manpower of any other member of the bargaining unit who may be involved in the grievances.

4. The Association representative (or designee) will be limited in handling those duties outlined in Section B of this Article for two and one-half (2½) hours on Tuesday and Thursday of each week from 2:00 p.m. until 4:30 p.m. and an additional five (5) hours each week upon request and prior approval of the representative's supervisor. In the event Tuesday is a holiday the Association business, with prior approval of the supervisor, may be transacted on Wednesday. In the event Thursday is a holiday, the Association business, with prior approval of the supervisor, may be transacted on Wednesday. Time spent on mutually-scheduled negotiations sessions shall not be included in the aforementioned time and Association representatives (up to a maximum of two) will suffer no loss of regular straight time pay for time spent on negotiations and will be permitted up to a maximum of thirty (30) minutes before and thirty (30) minutes after each negotiations session for travel time and/or caucusing purposes.

5. Any settlement of a grievance by the Association representative and/or supervisor of an employee involved in such disputes shall be reviewable by the Authority and the Association at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provision of this Agreement.

ARTICLE V
MANAGEMENT RIGHTS

A. The Authority hereby retains 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 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 Government and its properties and facilities and activities of its employees by utilizing 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 introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required and to determine when overtime should be worked, and by whom. All employees may be required to work a reasonable amount of overtime and whenever possible overtime shall be distributed equitable.

3. The right to make, maintain and amend 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 and to require compliance by the employees.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

7. To make such changes as it deems desirable and necessary for the efficiency and effective operation of the Authority.

8. To subcontract any or all of the work performed by employees covered by this Agreement. The Union will have the opportunity to discuss such subcontracting and upon request will be furnished with a copy of an RFP, if appropriate.

9. To establish the table of organization and the Authority's departments, divisions, and other organizational units, including, but not limited to the right to organize and reorganize the Authority; to determine the size of departments, divisions, and other organizational units; to determine the classifications assigned to the departments, divisions, and other organizational units; to transfer work to and from and within and without the departments, divisions, and other organization units; to assign or transfer employees to the departments, divisions, and other organizational units; and to determine the purpose of each department, division, and other organizational unit.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement provided such terms are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE VI GRIEVANCE PROCEDURES

A. A grievance is a dispute arising from the interpretation, application or alleged violation of this Agreement and may be raised by the Association on behalf of an employee or group of employees or by the Authority.

B. Steps of the Grievance Procedure

The following grievance procedure constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived in writing by mutual consent:

Step One

The Association on behalf of an aggrieved employee or group of employees of the Authority shall file its grievance under the provisions hereof within thirty (30) calendar days of the occurrence of the grievance. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance. Nothing shall prohibit the parties from

making an effort to informally resolve their differences before the thirty (30) day period elapses.

The employee's supervisor shall render a written decision within ten (10) calendar days after receipt of the grievance.

Step Two

If the grievance is not resolved at Step One, the Association representative may submit the grievance, in writing, to the Personnel Director within ten (10) calendar days after receiving the Authority's Step One decision. The Personnel Director shall render a written decision within ten (10) calendar days after receipt of the grievance. The Personnel Director, in his or her sole discretion, may schedule a grievance hearing at the request of the Association representative. The Personnel Director or a person designated by the Personnel Director will preside over the hearing. In the event such a hearing is held, the Personnel Director or his designee shall render a written decision within twenty (20) calendar days of the hearing.

Step Three - Arbitration

If the grievance is not resolved at Step Two, the Association representative may submit the grievance to arbitration by filing a Request for Panel of Arbitrators with the New Jersey Public Employment Relations Commission not later than thirty (30) calendar days after receiving the Authority's Step Two decision. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commissions.

The arbitration shall be conducted in accordance with the following:

1. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions. The decision of the arbitrator shall be binding subject to the rights of the parties under N.J.S.A. 2A:24-1 et seq.
2. The arbitrator shall comply with and be bound by the provisions of this Agreement. The arbitrator shall have no power to add to, delete, or modify any provisions of this Agreement.
3. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement, or applicable law or rules or regulations having the force or effect of law.
4. The arbitrator's decision shall not usurp the functions or power of the Authority as provided by law.

5. The arbitrator shall be without power or authority to render advisory opinions, to grant interim or injunctive relief, to award interest, or to award punitive damages.

6. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

7. The cost of the arbitrator will be borne equally by the Association and the Authority and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the party incurring same.

8. Arbitration hearings shall not be held until after the expiration of at least thirty (30) calendar days after the decision rendered at Step Two by the Personnel Director or his or her designee.

C. General Provisions.

1. In the event that the aggrieved employee and/or the Association elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be withdrawn, with prejudice, from the procedure contained herein and any filing fees and expenses incurred by the Authority shall be reimbursed to the Authority by the aggrieved employee or the Association.

2. Nothing contained herein shall be construed to require the Association or the Association representative to file, process or appeal from step to step of the grievance procedure any grievance that the Association or the Association representative deems to be without merit or in conflict with the position of the Association as the exclusive collective negotiations representative.

3. A grievance that is not appealed to the next step shall be deemed an acceptance by the Association of the Authority's decision at the present step of the grievance procedure.

4. The sole remedy available to any employee for any alleged grievance between the parties covered by this Agreement shall be pursuant to the grievance and arbitration procedure.

5. Either party may waive any of the steps of the grievance procedure, but any such waiver may only be perfected in writing and with the consent of the other party.

6. In the event that the Authority fails to respond to a grievance in writing within the time limits specified, then the failure to respond shall be construed as a negative response and the Association may proceed to the next step in the grievance procedure within the required time

limit.

ARTICLE VII
UNIFORMS

A. The Newark Housing Authority will continue to provide four (4) long sleeve and four (4) short sleeve uniform shirts, four (4) uniform pants and a winter jacket and name tag for all employees covered under this bargaining agreement.

Said uniforms are to be maintained by the employees. An \$80.00 (eighty dollar) uniform allowance will be given each year at six-month intervals, in increments of \$40.00 (forty dollars) per employee. The allowance will be paid in June and December of each year.

B. In order to exchange said uniforms employees must return old uniforms for replacement.

C. Employees, who have been issued a uniform, shall wear the regulation uniform in its entirety, while on duty.

D. Uniforms are the property of the NHA and are to be worn only while performing services for the NHA. Uniforms must be returned upon separation from employment with the NHA.

ARTICLE VIII
WAGES

A. Effective on the dates set forth below, all bargaining unit members shall receive the following:

As of April 1, 2004 all employees shall receive a 3.5% increase to their base salary.

As of April 1, 2005 all employees shall receive a 3.5% increase to their base salary.

As of April 1, 2006 all employees shall receive a 3.5% increase to their base salary.

B. Employees who are actively employed shall be entitled to longevity pay based

upon continuous years of service as following:

After 5 years of Service	-	2%
After 10 years of Service	-	4%
After 15 Years of Service	-	6%
After 20 Years of Service	-	8%
After 25 Years of Service	-	10%
After 30 Years of Service	-	12%

C. When an employee is called out from home, and responds to the call, that employee shall be entitled to receive compensation at the overtime rate for hours actually worked.

D. There will be no premium pay, travel pay or subsistence pay for any work covered by the Agreement.

E. Employees who are regularly employed on shifts other than the first shift or a work period that includes Saturday or Sunday shall be entitled to a shift differential at the rate of ten (10) percent of the hourly rate. Employees who are temporarily assigned to shifts other than the first shift shall be entitled to the above shift differential.

ARTICLE IX **WORK WEEK**

A. The regularly scheduled work week shall consist of five (5) consecutive working days of eight (8) hours each and two (2) work periods. One (1) period shall be Monday through Friday, work period two (2) shall be Wednesday through Sunday and there shall be two shifts, which shall be commenced and end as follows:

Shift 1 - 8:00 AM - 4:30 PM

Shift 2 - 3:30 PM - 12:00 MIDNIGHT

B. Members of the Association who work more than forty (40) hours in a seven (7) day work period shall be entitled to cash overtime at the rate of one and one-half (1½) times the employee's regular rate of pay. In calculating an employee's eligibility for cash overtime, paid leave time shall not be considered work hours.

ARTICLE X
TRAINING AND TOOLS

A. Training

1. The employees covered by this agreement shall be required to participate and satisfactorily complete Worker Safety Courses, including but not limited to such courses as: Asbestos Training, Right to Know Laws, Lead Base Paint Laws and Skills up-grade. The selection of the course of study shall be within the discretion of the Authority. Failure to successfully complete said course of study may result in disciplinary actions up to and including termination.

2. Affected employees will be given notification in advance of the commencement of the course and allowed a training period to acquire the necessary skill(s) for retaining their employment. There shall be no reduction in salary during the training provided by the Authority.

3. The Employer may waive the preceding requirements when an employee has submitted evidence of having successfully completed an alternative course which has been deemed by the employee to be equivalent in content.

B. Tools

All hand tools, exclusive of power tools, and like equipment necessary to perform the various job functions assigned to the employees covered by this agreement shall be provided by the employee. The Authority shall not be responsible for the loss or damage to the personal tools of the employee, if loss or damage is due to employee neglect.

ARTICLE XI
INSURANCE

A. The Association and the Authority mutually agree that the NHA shall make available to all members of this bargaining unit and their dependents a program of hospitalization and medical benefits, including dental benefits. Such a program, after the signing of this contract and during the duration of this Agreement, shall not be reduced. It is further agreed that after the signing of the Contract and during the duration of this Agreement, any increases in dependent premiums after April 1, 1992, shall be paid in the following manner: one-third (1/3) of the dependent increases shall be paid by the employee, and two-thirds (2/3) of the dependent

increases shall be paid by the Newark Housing Authority. In no event, however, shall the Authority pay any increase in excess of the HUD inflation factor.

B. Dental coverage shall be provided by Blue Cross and Blue Shield of New Jersey. Employees and eligible dependents are to receive prescription coverage with a \$5.00 co-payment.

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

D. Effective April 1, 2006, bargaining unit members shall contribute ten percent (10%) of the premium costs for the prescription drug program. However, the contribution rate shall be fixed for the duration of this Agreement at the 2001 rates (Maximum of \$12.34 per month for life of contract).

E. When a permanent employee has exhausted all accumulated leave time due to illness, the NHA shall pay the health insurance premiums due for the employee under the plan provided for the employee for the next three (3) months following the exhaustion of all earned leave time.

F. The Authority reserves the right to change insurance carriers and/or to self-insure so long as in the aggregate substantially similar benefits are provided.

G. The Authority shall establish and maintain an Employee Assistance Program (AEP) for all bargaining unit employees.

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

ARTICLE XII **JOB INJURY COMPENSATION**

A. Whenever an employee in the bargaining unit is absent as a result of personal injury caused by an accident arising out of and in the course of his/her employment, Workers' Compensation will be as follows:

1. The Authority shall provide Workers' Compensation Insurance coverage for employee members of the bargaining unit, subject to the following terms and conditions:

a. The employee shall receive workers' compensation benefits directly from the Compensation carrier.

b. Any employee injured on the job, who has completed an accident report and has been examined by the Authority's physicians and advised when to return to work, shall return to work on the date specified by the physician.

B. The foregoing provision shall not apply in the event that:

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

2. An employee has been released to return to work and does not return to work.

3. He/she has been attended by the Authority's Physician and has been released to return to work, and does not return to work.

ARTICLE XIII
HOLIDAYS

A. Employees shall be entitled to fourteen (14) paid holidays each year as follows:

New Year's Day	January 1
Dr. Martin Luther King's Birthday	January 15
Lincoln's Birthday	February 12
Washington's Birthday	3 rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Election Day (National and State)	1 st Tuesday in November
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25

B. In the event that any holiday falls on a Sunday, upon the approval of the Executive Director, the Authority shall observe the following Monday as the holiday. In the event that any holiday falls on a Saturday, upon approval from the Executive Director, the Authority shall observe the preceding Friday as the holiday.

ARTICLE XIV
VACATIONS

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

B. The parties agree that employees cannot carry over more than one year's earned vacation time into the coming year. It is fully understood that any excess vacation days will be forfeited.

ARTICLE XV
PERSONAL LEAVE DAYS

A. Personal Leave Days

Employees shall be granted up to three (3) days leave of absence during any calendar year with full pay for religious and/or personal reasons. No advanced notice shall be required in order to use a personal day. These days must be taken within the current year and may not be carried forward into the next year.

B. Prior to the completion of one (1) year of continuous services to the Authority, personal leave days shall be allocated on the following basis:

1. Employees starting between January 1 and April 30 shall be granted two (2) days' absence during the current year.

2. Employees starting between May 1 and August 31 shall be granted one (1) day's absence during the current year.

3. Employees starting between September 1 and December 3 shall be granted three (3) days' absence beginning January 1 of the following calendar year.

ARTICLE XVI
BEREAVEMENT LEAVE

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

B. For purposes herein, an "immediate family" member is defined as a husband or wife, child, brother, or sister, parent, father-in-law or mother-in-law, grandparents, stepparents and stepchildren.

ARTICLE XVII
COURT LEAVE

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

B. When an employee is released from jury duty prior to 11:00 a.m., the employee shall report to work no later than 12:30 p.m. in order to receive pay for that day. An employee who is notified in advance that he is not needed in court on a specified working day is required to report for work on such day.

ARTICLE XVIII
TERMINAL LEAVE

Upon normal retirement from the Public Employment Retirement System (PERS), an employee who is immediately eligible to receive retirement benefits shall receive a payment equivalent to a maximum of one-half (½) of the employee's earned sick leave. Payment to employees shall be paid up to one-half (½) their sick time, not to exceed \$15,000.00. These payments include: early retirement, normal retirement, disability retirement and death of employee.

ARTICLE XIX
MILITARY LEAVE

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

B. Employees employed by the Housing Authority of the City of Newark shall be granted all applicable rights to military leave under the provisions of the State Statutes and Federal Laws governing same.

C. Any employee who is a member of an organized Reserve Unit or the National Guard should consult with the Personnel Department.

D. Any employee who is a member of the National Guard or other component of the organized militia of the State shall be entitled to a leave of absence with pay not to exceed 90 days in the aggregate in any one year that he is required to engage in active duty or active duty for training but only that training which consists of unit training field operations. A leave of absence with pay shall be granted for other military duty when ordered by the Governor.

ARTICLE XX
USE OF PERSONAL AUTOMOBILE

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

B. Employees using their cars are entitled to the prevailing IRS rate per mile. No current employee will be penalized for not wishing to use his own automobile for Authority business, unless he agrees in writing to do so as a condition of employment for his/her position.

ARTICLE XXI
DISCIPLINE

A. All disciplinary actions for just cause of employees represented by the Union or for any violation of provisions of this Agreement or rules or regulations of the NHA shall be processed through the grievance/arbitration provisions of this Agreement.

B. Disciplinary action will be progressive in nature, except as noted below. Exceptions to progressive discipline include an act of violence, bodily harm or verbal threats, any criminal act, malicious destruction of property, theft, use of alcohol or illegal drugs on NHA premises or property, reporting for work under the influence of illegal drugs or alcohol, and conduct unbecoming an NHA employee. Any of the foregoing exceptions to progressive discipline may at the discretion of the NHA subject the employee to termination.

C. Any employee may be suspended immediately and prior to a hearing where the Department Director determines that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services. However, a disciplinary notice as referred to the above must be served in person or by certified mail within five (5) days following immediate suspension.

D. In the event an employee is given an immediate suspension for an overt act, he/she must have a hearing within ten (10) days of his/her suspension.

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

ARTICLE XXII **NON-DISCRIMINATION**

The Association shall not intimidate or coerce any employee into membership. Neither the Authority nor the Association shall discriminate against any employee because of race, creed, color, age, religion, national origin, sex, marital status, physical impairment, liability for service in the Armed Forces of the United States. Equal opportunity shall at all times be made available in accordance with law and NHA Equal Employment Opportunity Policy. No employee shall be discriminated against or interfered with because of proper union activities.

ARTICLE XXIII
RESIGNATION

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

B. Any employee who does not submit his resignation in compliance with the provision of this article or who is absent for a period of five (5) or more days without notifying his Department Head of the reason of his absence or of his intention to return to work may be considered as having resigned without notice and not in good standing.

C. Any employee who fails to return to his/her duties after the expiration date of an authorized leave without notifying his Department Director shall be considered as having resigned without notice and not in good standing.

ARTICLE XXIV
NO STRIKE - NO LOCKOUT

A. It is recognized that the need for continued and uninterrupted operation of the Authority's departments and facilities is of paramount importance to the citizens of the community and that there shall be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, duties of employment), work stoppage, slowdown, walkout or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

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 activities aforementioned, or support any such action by any other employee or group of employees of the Authority, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be

necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Authority to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to 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 Association or its members.

F. The Authority agrees not to institute a lock out of employees in this unit during the term of this Agreement.

ARTICLE XXV **GENERAL PROVISIONS**

A. The Authority shall provide reasonable bulletin board space for the posting of official Association notices. No notice shall be posted which contains material of a derogatory or political nature or which may conflict with the rules and regulations of the Authority.

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

ARTICLE XXVI **SEPARABILITY AND SAVINGS**

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

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

C. HUD approval regarding wages and other economic items is required in order for same to become effective. Failure to receive HUD approval will void said section(s) of this Agreement.

ARTICLE XXVII
FULLY BARGAINED PROVISIONS

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

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter and that during the life of this Agreement none of the parties shall be required to negotiate over any subject, whether or not negotiated between the parties, unless mutually agreed to by the other party in writing.

ARTICLE XXVIII
MISCELLANEOUS

Job Availability

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

ARTICLE XXIX
PERMANENT HOUSING NONCIVIL SERVICE EMPLOYEES

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

B. Probationary Period

1. All employees hired after May 27, 1997, shall be subject to a ninety (90) day probationary period. During the ninety (90) day probationary period, an employee shall be evaluated at least two (2) times. The evaluation shall be made in sixty (60) and ninety (90) day intervals, whenever possible. Such evaluations shall be made openly and every written performance evaluation of any employee shall be submitted to the Union and the employee by the individual authorized to make such evaluations. Any employee who successfully completes his/her probationary period shall be made a permanent housing employee.

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

with the procedures set forth in this Agreement.

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

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

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

C. Seniority

1. Within Title

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

2. Reduction in Force (RIF)

Where a Reduction in Force and/or demotions are contemplated by the Newark Housing Authority, all employees covered by this Article who held permanent civil service titles shall be returned to his/her previous job classification based upon seniority without loss of seniority.

3. Recall

Any recall of employees covered under this Article by the Housing Authority shall be done in reverse seniority.

In the event the employee is recalled within six (6) months he/she shall retain all of his/her seniority and accrued benefits. This Section shall be subject to the grievance procedure as set forth in this Agreement.

D. Disciplinary Action/Appeal/Permanent Non-Civil Service

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

ARTICLE XXX
DURATION OF AGREEMENT

A. This Agreement shall be effective from April 1, 2004 through March 31, 2007. All benefits under this contract shall be considered to be prospective only, except those noted within the terms and conditions of this Agreement.

B. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective only for employees on the Employer's payroll as of March 6, 2006 and employees hired thereafter.

Skilled Trades Association

President

ATTEST:

HOUSING AUTHORITY OF THE CITY
OF NEWARK

Executive Director

BY

Chairperson

Reviewed and approved as to legality

Attorney-At-Law, NJ

APPENDIX "A"
SALARY GUIDE

Job Title		April 1, 2004	April 1, 2005	April 1, 2006
Boilermaker		\$68,025	\$70,406	\$72,870
Carpenter		\$64,506	\$66,764	\$69,101
Carpenter Inspector		\$60,819	\$62,948	\$65,151
Electrician		\$63,899	\$66,135	\$68,450
Electrician Inspector		\$60,819	\$62,948	\$65,151
Elevator Mechanic		\$63,899	\$66,135	\$68,450
Mason		\$58,424	\$60,469	\$62,585
Oil Burner Mechanic		\$63,112	\$65,321	\$67,607
Painter		\$53,723	\$55,603	\$57,549
Plumber		\$65,963	\$68,272	\$70,662
Plumber Inspector		\$60,819	\$62,948	\$65,151
Resilient Floor Installer		\$64,506	\$66,764	\$69,101
Roofer		\$59,797	\$61,890	\$64,056
Steamfitter		\$63,112	\$65,321	\$67,607
Welder		\$63,112	\$65,321	\$67,607