

3/22/10

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HOUSING AUTHORITY OF THE CITY OF NEWARK  
(NEWARK, NEW JERSEY)**

**- and -**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 32**

**April 1, 2007 through March 31, 2012**

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PREAMBLE

THIS AGREEMENT made and entered into this 1st day of April, 2007 between the HOUSING AUTHORITY OF THE CITY OF NEWARK (hereinafter referred to as the Authority) and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32 (hereinafter referred to as the Union) represents the complete and final understanding on all negotiable issues between the Authority and the Union.

WITNESSETH THAT:

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

WHEREAS, this Contract reflects the entire agreement between the parties.

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

ARTICLE I

RECOGNITION

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

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.

C. The Authority shall provide the Union with notification of a newly created title at the time the title is posted. The notification shall include the name of the title and a summary of duties to be performed, and the Authority shall note whether the title is a Union or non-Union position.

ARTICLE II

UNION MANAGEMENT COOPERATION

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

ARTICLE III

UNION SECURITY

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

deductions so made.

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

C. On or before June 1<sup>st</sup> of each year of this Agreement, the Authority shall provide the Union with a master list of all Authority employees who appear to be members of the bargaining unit according to Authority records, which list shall include such employee's name, job title and effective date of employment.

D. Fair Share Assessment

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 Union 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 (85%) percent 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 Union 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:

- a. The thirtieth (30<sup>th</sup>) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10<sup>th</sup>) 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 Union on a monthly basis during the term of this Agreement.

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

F. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the Authority in reliance upon V.O.T.E. deduction, check-off and 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

UNION BUSINESS

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



Authority with the name of the Union representative and the alternate and will notify the Authority of any changes.

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

1. The Union representative, as an employee of the Authority, has, as his/her primary responsibility, the performance of his/her work duties for the Authority. However, upon request to and approval of the Union representative's supervisor (or designee) and only at such time when it does not conflict with the activities of the Authority, the representative will be permitted time to investigate grievances and where appropriate, to confer with Authority representatives.

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

3. The Union representative's activities to investigate, present and process grievances, shall not interfere or be disruptive of any work of any member of the bargaining unit who may be involved in the grievance.

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

Agreement.

5. The designated Union representative and one (1) alternate shall suffer no loss of regular straight time pay when participating in scheduled negotiations sessions.

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.

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.

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.

C. Nothing contained herein shall impair the rights of the United States, HUD and the Authority pursuant to the Annual Contributions Contract with the Authority.

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

ARTICLE VI

GRIEVANCE PROCEDURES

A. Definition of "Grievance"

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

B. Steps of the Grievance Procedure (Union Grievances)

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 Union on behalf of an aggrieved employee or group of employees of the Authority shall file its grievance under the provisions hereof within twenty (20) calendar days of the occurrence of the grievance. Failure to act within said twenty (20) 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 twenty days period elapses.

The employee's supervisor shall render a written decision within seven (7) calendar days after receipt of the grievance.

### Step Two

If the grievance is not resolved at Step One, the Union representative may submit the grievance, in writing, to the Chief Human Resources Officer within seven (7) calendar days after receiving the Authority's Step One decision. The Chief Human Resources Officer shall render a written decision within seven (7) calendar days after receipt of the grievance. However, the Chief Human Resources Officer, in his or her sole discretion, may schedule a grievance hearing at the request of the Union representative. In the event a hearing is conducted by the Chief Human Resources Officer or a person designated by the Chief Human Resources Officer or his designee, notwithstanding any other provisions of this Section, he shall render a written decision within twenty-one (21) calendar days of the hearing. The Chief Human Resources Officer or a person designated by the Chief Human Resources Officer or his designee shall render a written decision within seven (7) calendar days of the hearing.

### Step Three - Arbitration

If the grievance is not resolved at Step Two, the Union 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 Commission.

The arbitration shall be conducted in accordance with the following:

1. The arbitrator shall conduct a hearing and, within 30 days of the hearing, 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, to award punitive damages, or to retain jurisdiction after rendering an opinion and award.

The parties may, however, by mutual consent, agree in writing to the retention of jurisdiction by the arbitrator after rendering an opinion and award.

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

7. The cost of the arbitrator shall be borne equally by the Union 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 Chief Human Resources Officer or his or her designee.

C. Steps of the Grievance Procedure (Authority Grievances)

1. Grievances initiated by the Authority shall be filed directly with the Union by the Chief Human Resources Officer within fifteen (15) calendar days from the date of the occurrence or matter giving rise to the grievance. A meeting shall be held within ten (10) calendar days after the filing of the grievance between the Chief Human Resources Officer and the Union representative. Failure to act within said fifteen (15)



calendar days shall be deemed to constitute an abandonment of the grievance.

2. The Union shall respond to the grievance in writing within five (5) calendar days after the date of the aforesaid meeting. If the grievance is not resolved at this step, the Authority may request arbitration in the manner set forth above in Step Three of the grievance procedure. In the event the Union fails to respond to a grievance in writing within the time limit specified above, then the failure to respond shall be construed as a negative response and the Authority may proceed to submit the grievance to arbitration.

D. Miscellaneous

1. In the event that the aggrieved employee and/or the Union 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 Union.

2. Nothing contained herein shall be construed to require the Union or the Union representative to file, process or

appeal from step to step of the grievance procedure any grievance that the Union or the Union representative deems to be without merit or in conflict with the position of the Union as the exclusive collective negotiations representative.

3. A grievance filed by the Union that is not appealed to the next step shall be deemed to be an acceptance by the Union of the Authority's decision at the then present step of the grievance procedure. In the event a grievance filed by the Authority is not appealed to the next step, it shall be deemed an acceptance by the Authority of the Union's position at the then 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 Union may proceed to the next step in the grievance procedure within the required time limit. In the event the Union fails to respond to a grievance in writing by the Authority

within the time limit specified, then the failure to respond shall be construed as a negative response and the Authority may proceed to the next step in the grievance procedure within the required time limit.

ARTICLE VII

WAGES

A. Bargaining Unit Members shall receive the following wage increases:

April 1, 2007 - 2.0%

April 1, 2008 - 3.0%

April 1, 2009 - 3.0%

April 1, 2010 - 3.0%

April 1, 2011 - 2.5%

\* The foregoing wage increases shall be retroactive in accordance with the provisions of Article XXVII.

B. Employees who are actively employed shall be entitled to longevity pay based upon continued years of service as follows:

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%

Employees hired on or after April 1, 2010 will not be eligible for longevity payments.

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

#### ARTICLE VIII

##### WORK WEEK

A. The normal work week will be Monday through Friday starting between the hours of 8:00 a.m. and ending at 5:00 p.m. All employees shall work a seven and one-half (7 ½) hour day with the exception of Superintendents and Maintenance supervisors, who will work a minimum of eight (8) hours per day.

B. The Authority reserves the rights to change the regular work hours/week of the employees subject to the needs and requirements of the Authority. The Authority will furnish not less than ten (10) calendar days' prior notice in the event of such change.

#### ARTICLE IX

##### INSURANCE/FRINGE BENEFITS

A. The Union and the Authority mutually agree that the NHA

shall make available to all members of this bargaining unit and their dependents a program of hospitalization and medical benefits, including dental benefits. Such a program, after the signing of this contract and during the duration of this Agreement, shall not be reduced in terms of such benefits, as are available. Any increases in dependent premiums after April 1, 2004, 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 Authority provided, however, that in no event shall the Authority pay any increase in excess of the HUD inflation factor.

B. Dental coverage shall be provided by Blue Cross & Blue Shield of New Jersey and/or Group Dental Associates.

C. Prescription Coverage

1. Employees and eligible dependents are to receive prescription coverage with a \$2.50 co-payment for generic drugs and a \$5.00 co-payment for name brands. Premium cost sharing shall be as follows: employees will contribute, by way of payroll deduction, commencing April 1, 2006, ten (10%) percent of the prescription drug premium (fixed at the 2001 rates) during the term of this Agreement.

2. Effective April 1, 2010, employees and eligible dependents are to receive prescription coverage with a five

(\$5.00) dollar co-payment for generic drugs and ten (\$10.00) dollar co-payment for name brands. Premium cost sharing will be as follows: Employees will contribute by way of payroll deduction ten (10%) percent of the prescription drug premiums at the then current rate.

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

E. The Authority reserves the right to change or modify the foregoing plans and benefits or to substitute insurance carriers provided that in the aggregate, substantially similar benefits are provided.

#### ARTICLE X

##### JOB INJURY COMPENSATION

A. In the event of an work related accident, the employee(s) involved must report such accident immediately, or as soon as a supervisor is available, whether or not the accident resulted in an injury.

B. In the event of a work related injury, the Authority shall:

1. Pay such employee the prevailing salary percentage and full benefits on a regular basis in accordance with the provision of New Jersey Worker's

Compensation Act.

2. The employee, upon receiving the award from Worker's Compensation, shall remit or assign such monetary award to the Authority immediately. The Authority shall not withhold any compensation as stated in Part 1 from the employee pending the award.

C. Any employee injured on the job, who has completed an accident report and has been examined by the Authority's physicians and advised when to return to work, shall not have his/her pay interrupted because he/she does not have any sick time. The provision shall not apply if:

1. Injury has been declared non-compensatable by the Authority's Workers Compensation Administrators.
2. He/she has been attended by the Authority's Physician and has been released to return to work, and does not return to work.

#### ARTICLE XI

##### HOLIDAYS

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

New Year's Day	January 1
Dr. Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January

Lincoln's Birthday	February 12
Washington's Birthday	3 <sup>rd</sup> Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Election Day (National and State)	1 <sup>st</sup> Tuesday in November
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25

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

## ARTICLE XII

### VACATIONS

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

B. The parties agree that employees 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 XIII

PERSONAL AND FAMILY LEAVE

A. Personal Leave Days

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

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

1. Employees starting between January 1 and April 30 shall be granted two (2) days' absence during the current year.
2. Employees starting between May 1 and August 31 shall be granted one (1) days' absence beginning during the current calendar year.
3. Employees starting between September 1 and December 31 shall be granted three (3) days' absence beginning January 1 of the following calendar year.
4. The requests for absence for personal leave days are subject to approval of an employee's supervisor. Such request shall be made in writing, at least three

(3) days prior to the requested date of absence, except in case of a documented emergency. Where appropriate, documentation may include a statement by the employee as to the nature of the emergency.

B. Family Leave

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

ARTICLE XIV

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 to employee's leave record.

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

C. Employees who avail themselves of bereavement leave shall, upon their return to work, furnish documents substantiating their

leave. These documents shall be submitted to the Human Resources Department and placed in the employee's file.

#### ARTICLE XV

#### COURT LEAVE

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

B. If, on any given day, an employee is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:30 p.m. that day in order to receive pay for that day. An employee who is notified in advance that he is not needed in court on a specified working day(s) is required to report for work on such day(s).

#### ARTICLE XVI

#### TERMINAL LEAVE AND RETIREE BENEFITS

A. Terminal Leave

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

B. Retiree Benefits

Employees who retire after twenty-five (25) years of continuous service with the NHA shall be covered by medical, dental, vision and prescription programs. However, there shall be no duplication of benefits and employees covered by insurance under the State Retirement System will not be covered by separate NHA plans, including dental, vision and prescription programs. At the time of retirement, any increases shall be shared equally by NHA and said retired employee.

ARTICLE XVII

MILITARY LEAVE

Military leave will be granted in accordance with the Authority's obligations under State and Federal law.

## ARTICLE XVIII

### USE OF PERSONAL AUTOMOBILE

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

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

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

## ARTICLE XIX

### DISCIPLINE AND NON-DISCRIMINATION

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

B. The Union shall not intimidate or coerce any employee into membership. Neither the Authority nor the Union shall discriminate against any employee because of race, creed, color, age, religion, national origin, sex, marital status, physical impairment, liability

for service in the Armed Forces of the United States or a typical hereditary cellular blood trait. Equal opportunity shall at all times be made available in accordance with law and NHA Equal Employment Opportunity Policy. No employee shall be discriminated against or interfered with because of proper union activities.

#### ARTICLE XX

#### RESIGNATIONS

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

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

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

ARTICLE XXI

NO STRIKE - NO LOCKOUT

A. 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 Union 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 XXII

### GENERAL PROVISIONS

A. An employee shall not be disciplined or discharged, except for just cause. The Union shall be notified of the discipline or discharge of any employee within ten (10) days of such discipline or discharge and such notification shall set forth in writing the reason(s) for such discipline or discharge.

B. No employee shall make or be requested to make any agreement or to enter into any understanding which is inconsistent



or conflicting with the terms and conditions of this Agreement, unless such an agreement or understanding is a result of the settlement or pending disciplinary action.

C. The Authority shall provide reasonable bulletin board space for the posting of official Union notices. Appropriate notices and announcements for Union meetings, activities of a recreational or social nature, may be posted on bulletin boards, provided such notices and/or announcements appear on the letterhead of OPEIU Local 32, signed by the Union President or designee. No materials will be posted which are of a derogatory or political nature or which may conflict with the rules and regulations of the Authority.

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

#### ARTICLE XXIII

##### SEPARABILITY AND SAVINGS

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

B. The parties hereto agree that in the event any provision of this Agreement is held or constituted to be void is being in contravention of any such laws, rulings or regulations, the

remainder of this Agreement shall nevertheless remain in full force and effect, unless the parts found to be void are wholly and separable from the remaining portion of this Agreement.

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

#### ARTICLE XXIV

##### FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

#### ARTICLE XXV

##### MISCELLANEOUS

A. 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.

B. Office Space

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

C. Employee Assistance Program

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

D. Uniforms

1. Those employees who are required by the Authority to wear uniforms shall be responsible for maintaining such uniforms, subject to the provisions of this Section D. A uniform cleaning/maintenance allowance of two hundred fifty (\$250.00) dollars will be given in each year commencing April 1, 2010, at six month intervals in increments of one hundred twenty-five (\$125.00) dollars per employee.

2. At the discretion of the Authority, the uniform allowance may be abolished so long as the Authority provides for the cleaning of uniforms.

a. The Authority will replace worn uniforms.

b. Uniforms are the property of the NHA and are to be worn only while performing services for the

NHA.

- c. Uniforms must be returned upon separation from employment with NHA.

#### ARTICLE XXVI

##### PERMANENT HOUSING NON-CIVIL SERVICE EMPLOYEES

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

#### Section 1. Probationary Period

All employees shall be subject to a probationary period of up to ninety (90) days. During the probationary period, an employee shall be evaluated not less than two (2) times. Such evaluations shall be made openly and every written performance evaluation of any employee shall be submitted to the Union and the employee by the individual authorized to make such evaluations. Any employee who successfully completes his/her probationary period shall be made a permanent housing employee.

Should the employee disagree on the process, he/she may initiate a grievance in accordance with the procedures set forth in this Agreement.

Section 1A.

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

Section 1B.

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

Section 1C.

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

Section 2.      Seniority (Within Title)

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

Section 2A.      Reduction in Force (RIF)

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

Section 2B. 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.

Section 2C. Disciplinary Action/Appeal/Permanent Non-Civil Service:

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

Section 2D.

The Authority agrees that no employee possessing civil service rights shall be moved into a non-civil service title without disclosure by the Authority of the effect that such movement would have, if any, on that employee's civil service rights.

ARTICLE XXVII

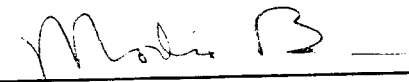
DURATION OF AGREEMENT

A. This Agreement shall be effective from April 1, 2007 through March 31, 2012. All benefits under this contract shall be considered to be prospective only, except as otherwise specifically provided for in this Agreement.

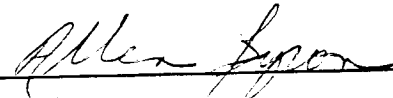
B. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 24<sup>th</sup> day of March, 2010.

HOUSING AUTHORITY OF  
THE CITY OF NEWARK

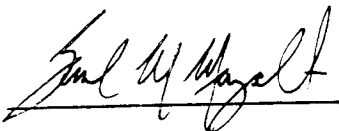
By:   
Keith Kinard, Executive Director

  
Modia Butler, Chairman

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 32

By:   
\_\_\_\_\_

Reviewed and approved as to legality:

  
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