

AGREEMENT

BETWEEN

THE HOUSING AUTHORITY

OF THE

CITY OF ELIZABETH

AND

UNION COUNCIL NO. 8  
NEW JERSEY CIVIL SERVICE ASSOCIATION  
SUPERVISING MAINTENANCE REPAIRERS  
LOW PRESSURE LICENSE

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EFFECTIVE JULY 1, 1992 THROUGH JUNE 30, 1995

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AGREEMENT

This Agreement between the "HOUSING AUTHORITY OF THE CITY OF ELIZABETH" (hereinafter called the "AUTHORITY" and Union Council No. 8 New Jersey Civil Service Association, hereinafter called the "ASSOCIATION")

WHEREAS, the AUTHORITY and the ASSOCIATION, after negotiation entered into a MEMORANDUM OF UNDERSTANDING for the period of July 1, 1992 throughout June 30, 1995.

WHEREAS, by proper procedure it has been demonstrated that the ASSOCIATION represents the majority of employees in maintenance, Supervising Maintenance Repairers and low pressure licensed categories, and has been selected by them as their exclusive negotiating representative.

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

ARTICLE I  
RECOGNITION

The AUTHORITY hereby recognizes the ASSOCIATION as the exclusive collective negotiating representative of the Supervising Maintenance Repairers of the AUTHORITY, exclusive of the management employees. The recognition shall not be deemed to impair the Civil Service rights of any employee nor the constitutional right of any employee to join or not to join a Union or an Association.

ARTICLE II  
MANAGEMENT FUNCTIONS AND RIGHTS

SECTION 1. Except as otherwise specifically provided hereinafter nothing in this Agreement shall preclude the right of the AUTHORITY, to determine the standards of selection for employment, direct its employees, take disciplinary action, relieve its employees from duties because of lack of work or for any other legitimate reasons; maintain the efficiency of its operation, determine the means, methods, and personnel by which its operations are to be conducted, determine the contents of job classifications, take all necessary actions to carry out its mission in emergencies and exercise the technology in the performance of its work.

SECTION 2. Nothing herein shall impair the rights of the United States pursuant to the Annual Contribution Contract with the AUTHORITY.

ARTICLE III  
NON-DISCRIMINATION

The parties bind themselves not to discriminate against any person by reason of race, color, creed, sex, national origin, or handicap.

ARTICLE IV  
PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

The AUTHORITY shall maintain its check-off monthly dues of each employee from whom it received voluntary written authorization and transmit to the ASSOCIATION a check in the amount of deductions so made. If an employee in the bargaining unit is not a member of the UNION during the term of this Agreement, the AUTHORITY shall deduct from the salary of such employee the full amount of a representation fee permitted by law, eighty-five percent (85%) and transmit the amount so deducted to the UNION. The ASSOCIATION shall indemnify and save harmless the AUTHORITY against any and all claims arising out of said check-off.



ARTICLE V  
ASSOCIATION BUSINESS

The ASSOCIATION shall certify in writing to the AUTHORITY, the names of its officers, executive board members, stewards, and other officials, its grievance committee members and any changes thereto as may occur during the term of this Agreement.

For the purpose of processing a grievance, the steward shall be entitled to meet with the appropriate Manager or Supervisor and the aggrieved employee.

The ASSOCIATION shall have the right to select its stewards. The steward shall obtain permission from his supervisor prior to attending any grievance matters and he shall record his time in and time out.

The AUTHORITY shall permit a reasonable number of bulletin boards on its premises to be used for posting notices, job descriptions, announcements of MEETINGS AND APPOINTMENTS, AND ACTIVITIES of a recreational or social nature. These bulletin boards shall not be labeled with the ASSOCIATION name. No notices shall be posted containing material of a controversial or political nature or which might conflict with the AUTHORITY rules and regulations. The ASSOCIATION agrees that it will not engage in recruitment activities during business hours. All bulletins shall be subject to approval by the Executive Director.

ARTICLE VI  
RETENTION OF EXISTING BENEFITS

Except as provided herein, all rights, privileges and benefits which the ASSOCIATION has enjoyed and is presently enjoying shall be maintained and continued by the AUTHORITY during the term of this Agreement.

ARTICLE VII  
PERSONNEL POLICY

The ASSOCIATION agrees to fully abide by all stipulations and regulations of the AUTHORITY personnel policy. The AUTHORITY agrees to make available a copy of the personnel policy to each employee.

ARTICLE VIII  
SAVING CLAUSE

In the event that any Federal or State Legislation, governmental regulations or court decision cause invalidation of any section or article of this Agreement, then all other sections and articles of this Agreement shall remain in effect.

ARTICLE IX  
GRIEVANCE PROCEDURE

Any dispute, difference or controversy involving the interpretation, application or enforcement of any provision of this Agreement, or the rules or regulations, policies or orders applicable to the AUTHORITY affecting the terms and conditions of employment or involving disciplinary matters shall be deemed a grievance to be processed as follows:

STEP I

Grievances shall be presented within five (5) business days of their occurrence. The employee shall report his grievance in writing and submit it to his immediate supervisor, the Maintenance Superintendent. The answer to the grievance shall be given in writing to the employee and shop steward within three (3) days of its submission to said supervisor. If a satisfactory conclusion is not reached in STEP I, the grievance may be submitted in writing, to the Comptroller.



STEP II

Within three (3) business days from the filing of the answer in STEP I, the employee may file a written request for a hearing to the Comptroller. The written hearing request must include a copy of original grievance and answer. The Comptroller shall schedule a grievance hearing with the employee, time and date to be mutually agreed upon. The employee may be represented at the hearing. The Comptroller may include at the hearing any person he deems to have relevant information regarding the subject matter of the grievance. The Comptroller shall give his/her determination in writing within five (5) business days from said meeting.

STEP III

Any unsatisfactory decision made in STEP II may be appealed in writing within three (3) business days to the Executive Director, who will make a decision, based upon a review of the documents previously submitted, within three (3) business days of submission.

STEP IV

Any unsatisfactory decision made in STEP III may be appealed in writing within three (3) business days to the Board of Commissioners. A request for a hearing before the Commissioners of the AUTHORITY must be presented in writing to the Executive Director and addressed to the Commissioners of the AUTHORITY and all supporting documents must be attached to this request to the Board of Commissioners. Any matter appealed to the Board will be listed for hearing at a regularly scheduled meeting of the Board. The decision of the Board will be submitted to the UNION within three (3) business days of the hearing. The settlement of any grievance agreed upon by the AUTHORITY and the UNION shall be final and binding on the AUTHORITY, the UNION, and employees involved. Any grievance of a general nature concerning the interpretation, inequitable application, violation or compliance with this Agreement shall be filed in STEP II without resort to previous steps. For the purpose of the grievance procedure, the UNION shall be entitled to process grievances in its own name and, when so doing, shall commence at STEP III.

Nothing herein shall be construed to require the UNION or any of its representatives to process, or continue to process, any grievance that it deems without merit or contrary to the position of the UNION as the exclusive negotiating representative.

Copies of all correspondence relative to any grievance including the grievance, answer, request for hearing and decisions at any step shall be submitted to the Personnel Officer for maintenance in a central grievance file. All time limits in this grievance procedure shall be calculated from the date of filing with the Personnel Officer.

No grievance may be initiated unless it is submitted on a grievance form to be mutually approved by the AUTHORITY and UNION.

No employee may submit a grievance without first obtaining the approval to file from the shop steward who must sign the grievance form.

#### ARTICLE X

#### SALARY INCREASE AND MERIT PAY PLAN PROGRAM

A. Effective July 1, 1992, the AUTHORITY agrees to pay the Supervising Maintenance Repairers employees a four and two-tenth (4.2%) percent increase in base salary;

B. Effective July 1, 1993, two (2%) percent increase in base salary;

C. Effective July 1, 1993, the parties agree to an implementation of a pilot merit pay system. Employees shall receive a salary increase, in addition to that set forth in B above of the following based upon their evaluation by the AUTHORITY:

Unsatisfactory	0 percent
Satisfactory	1 percent



Good	2 percent
Superior	3.5 percent
Outstanding	5 percent

D. This merit pay system shall continue for July 1, 1994 -- June 30, 1995, but either party shall have the right to reopen by giving notice by June 1, 1994 of their intent to negotiate the merit pay system.

E. The evaluation form which shall be used for the merit pay plan program shall be adopted by the AUTHORITY after consultation with Council 8.

F. The employee shall have the right to appeal their final evaluation to the appropriate department head and/or Executive Director.

G. All employees shall receive an interim evaluation prior to a final evaluation.

#### ARTICLE XI

##### HOLIDAYS

All holidays as set forth in the Personnel Policy shall be honored by the AUTHORITY.

#### ARTICLE XII

##### PERSONAL DAYS

The AUTHORITY is to allow employees to take three (3) personal days; one of which shall be their birthday. If their birthday falls on a Saturday, the Friday shall be their day off, if on a Sunday, Monday shall be their day off. At least 48 hours notice will be required to take the other two personal days.

ARTICLE XIII

JURY DUTY

Employees who are subpoenaed to attend court as witness or juror and attend court, shall submit to their Supervisor for transmittal to Accounting, evidence of such attendance. Such employees shall be excused with pay from their regularly assigned duties for such time that they are in court attendance. Any employee who is notified in advance by the court that he need not be present in court on any specified working days is required to report for work during such days.

ARTICLE XIV

DEATH IN FAMILY

The AUTHORITY will permit a maximum of three (3) days leave to employees in the event of death in the immediate family. The immediate family shall be defined to mean: parents, children, spouse, brother or sister, aunts and uncles, father in-law and mother in-law, as well as grandfather and grandmother as members of the employee's household. As to such grandmother, grandfather, aunts and uncles who are not members of the employees household, employee shall have one (1) days leave to attend funeral services.

ARTICLE XV

HOSPITALIZATION

The AUTHORITY will provide coverage to all employees under this Contract with a policy of Blue Cross-Blue Shield, Rider J, with family coverage included on a non-contributory basis with major medical coverage included.

ARTICLE XVI

PRESCRIPTION PROGRAM

The AUTHORITY will provide a prescription program with a two dollar



(\$2.00) co-pay for administrative and clerical employees.

ARTICLE XVII  
DISABILITY PLAN

The AUTHORITY shall enroll all employees in the New Jersey State Disability plan and contribute the employer's share of the cost of such plan. The coverage provided by such plan shall be in accordance with the terms of the plan as provided for by law and the regulations of the New Jersey Department of Insurance.

ARTICLE XVIII  
DENTAL PROGRAM

The authority will provide a dental program comparable to the program presently in effect by the City of Elizabeth.

ARTICLE XIX  
INSURANCE BENEFITS FOR RETIREES

Employees who retire after twenty five (25) years of continuous service with the AUTHORITY shall be granted paid insurance benefits in recognition of their faithful service, under such uniform conditions as the governing body shall prescribe.

ARTICLE XX  
LONGEVITY PAY

The scale of longevity pay shall be as follows:

- 2¢ of base pay after five (5) years.
- 4¢ of base pay after ten (10) years
- 6¢ of base pay after fifteen (15) years.
- 8¢ of base pay after twenty (20) years.
- 10¢ of base pay after twenty five (25) years.

The maximum of longevity not to exceed ten percent (10%).

ARTICLE XXI  
VACATION TIME

The personnel policy having to do with annual leaves shall be as follows:

0 to 1 year - 1 day per month, first three months  
can be earned, but not spent;  
1 year to less than 5 years - 15 working days;  
5 years to less than 15 years - 20 working days;  
15 years and over - 25 working days.

ARTICLE XXII  
OVERTIME PAY FOR WEEKENDS

When an employee is called in to work on weekends he shall be entitled to receive overtime pay or comp time at the rate of one and one-half times his regular rate of pay.

ARTICLE XXIII  
OVERTIME FOR CALL-IN

To provide that where an employee is called out from home during non-scheduled working hours and responds to the call, he shall be entitled to receive a minimum of four (4) hours overtime pay.

ARTICLE XXIV  
TEMPORARY ASSIGNMENT IN HIGHER TITLE

All employees who are required to work on a higher title job for at least five (5) hours of the week, shall be paid for same at the higher title rate.



ARTICLE XXV

SENIORITY

Seniority will be based on time of entry of employment with the Housing Authority.

ARTICLE XXVI

SICK LEAVE

SECTION 1. Sick leave is the absence of an employee from work because of illness, accident or exposure to contagious disease.

SECTION 2. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The AUTHORITY may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the AUTHORITY.

SECTION 3. Any employee who has been absent on sick leave for a period totalling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate shall be required for every six (6) month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

SECTION 4. The AUTHORITY agrees to pay upon retirement one-half of cumulative unused sick time to the maximum permitted by the State of New Jersey guidelines (\$15,000.00).

SECTION 5. Each employee shall be entitled to fifteen (15) days absence

each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.

#### ARTICLE XXVII

##### EYE CARE PLAN

The AUTHORITY will provide an eye glass program through EYE DRx which shall consist of the following vision care services to eligible employees and their dependents:

1. comprehensive optometric eye examination
2. a pair of single vision lenses, bifocal or trifocals, glass/plastic lenses.

If an employee is under the care of his or her private physician for eye treatment than such employee may continue to receive treatment from such physician rather than EYE DRx and receive reimbursement from the AUTHORITY for treatment or prescription glasses in an amount not to exceed seventy-five (\$75.00) dollars.

#### ARTICLE XXVIII

##### ATTENDANCE AT TRAINING SESSIONS

In the event an employee is required to attend a job related training session, conference or seminar and time, attendance or travel extend the employee's work day by more than 1/2 hour over his or her regular hours than the employee will be allowed compensation time for the time in excess of 1/2 hour over the regular work day.

#### ARTICLE XXIX

##### BLACK SEAL LICENSE

The AUTHORITY agrees to the payment of one hundred and fifty dollars (\$150.00) for those qualified and possessing a Black Seal License issued by the proper authority of the State of New Jersey, and the Supervising Maintenance Repairer must obtain an "in charge" certificate.



All Supervising Maintenance Repairers with valid drivers' licenses who are driving vehicles in the course of their work will receive one hundred dollars (\$100.00) annually.

ARTICLE XXX  
SHOES AND CLOTHING

The AUTHORITY agrees to provide one (1) pair of safety shoes per year. If any orthopedic problem exists a signed note from an orthopedic physician will be required.

The AUTHORITY agrees to provide three (3) short sleeve shirts, two (2) long sleeve shirts and five (5) pairs of pants including one (1) winter jacket.

ARTICLE XXXI  
STAFF MEETINGS

SECTION 1. One meeting per month will be held among all Supervising Maintenance Repairers, the Maintenance Superintendent and a management representative to be designated by the Executive Director. Such meeting will be held during regular working hours and scheduled by the Executive Director or his or her designee upon a minimum of forty-eight (48) hours notice to the Supervising Maintenance Repairers. The agenda of each meeting shall be limited to work-related topics and shall not be a substitute for the grievance procedure as set forth in Article IX or collective bargaining.

SECTION 2. On a annual basis the Supervising Maintenance Repairers will meet with the Maintenance Superintendent and the Executive Director or Deputy Executive Director to discuss work related matters. During the month in which said annual meeting is held no monthly meeting as provided in Section 1 hereunder will be conducted. A minumum of forty-eight (48) hours notice of the annual meeting will be given to the Supervising

Maintenance Repairers. Said meeting agenda shall not include items governed by the grievance procedure or collective bargaining. Minutes of the annual meeting will be prepared by the AUTHORITY and a copy of same given to the ASSOCIATION.

ARTICLE XXXII

POSTING OF SICK TIME AND VACATION TIME

The AUTHORITY shall provide the Supervising Maintenance Repairers with a listing of available sick and vacation time for maintenance employees on a quarterly basis.

ARTICLE XXXIII

NOTICE OF VACANT POSITIONS

The AUTHORITY shall provide notice of vacancies for all positions including new positions by posting a written notice of vacancy or new position on a bulletin board in the main office. Said posting shall be made for a minimum period of five (5) days.

ARTICLE XXXIV

EMPLOYEES TO REMAIN ON PREMISES

No employee shall leave AUTHORITY premises unless so authorized.

ARTICLE XXXV

AGENCY SHOP

The AUTHORITY agrees to recognize Agency Shop Bill 688 pursuant to Chapter 477, P.L. 1979 of New Jersey.

ARTICLE XXXVI


TERM OF AGREEMENT



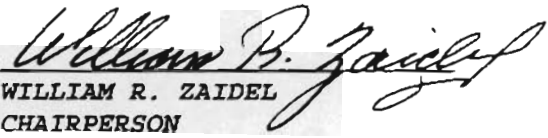
The terms of this Agreement are applicable for a period of three (3) years beginning July 1, 1992 and ending June 30, 1995.

IN WITNESS WHEREOF, the parties have hereunto fixed their hand and seals this        day of        , 1992.

ATTEST:

  
JOSEPH A. MANFREDI  
EXECUTIVE DIRECTOR

HOUSING AUTHORITY OF THE CITY OF  
OF ELIZABETH

BY:   
WILLIAM R. ZAIDEL  
CHAIRPERSON


UNION COUNCIL NO. 8, NEW JERSEY  
CIVIL SERVICE ASSOCIATION


BY:   
DANIEL BRAGG, PRESIDENT

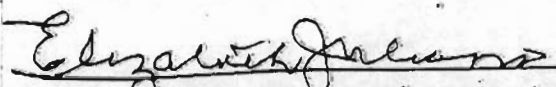
MEMORANDUM OF  
AGREEMENTS

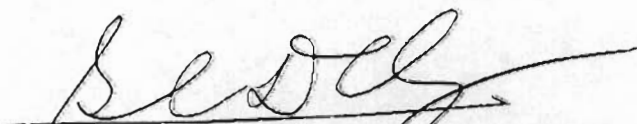
- (1) The terms of the Housing Authority of Elizabeth and Union Council No. 8 For the period July 1, 1992 through June 30, 1995 are modified as follows:
- (2) Effective July 1, 1993, 5% across the board increase for those employees on payroll as of March 1, 1993 pursuant to the policy manual;
- (3) Implementation of pilot merit pay system to commence effective July 1, 1994 and Article X is so amended.
- (4) This agreement is subject to ratification by the principals.

For Union Council No. 8

  
DANIEL BRASS

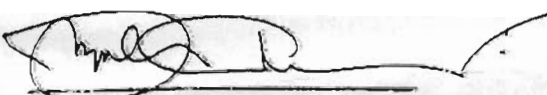
  
CATHERINE J. HART


  
ELIZABETH J. JULIANO

  
GLEN COLEY

For the Elizabeth  
Housing Authority

  
DAVID F. CORRIEAN

  
JOSEPH A. MANFREDI

  
DORIS J. RICHARDSON

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