

A G R E E M E N T

between

**HOUSING AUTHORITY OF THE
TOWNSHIP OF BRICK**

and

**TRANSPORT WORKERS UNION OF AMERICA
AFL-CIO LOCAL 225 BRANCH 4**

July 1, 2003 to June 30, 2006

HOUSING AUTHORITY CONTRACT
July 1 2003 to June 30th, 2006
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This Agreement, made the first day of July, 2003, between the Housing Authority of the Township of Brick, having offices at 165 Chambers Bridge Road, Brick, New Jersey, hereinafter referred to as "**Agency**" and Transport Workers Union of America, A.F.L.-C.I.O., and its Local 225, Branch 4, having offices at 1451 Highway 88 West, Brick NJ 08724, herein after referred to as "**Union**".

ARTICLE 1 - RECOGNITION

In accordance with the provisions of New Jersey Employment Relations Act, the Agency recognizes the Transport Workers Union of America, A.F.L.-C.I.O., and its Local 225, Branch 4, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission.

UNIT: All Employees employed by the Housing Authority of the Township of Brick, but excluded is the Executive Director of the Housing Authority, the Assistant Executive Director, Maintenance Foreman and all Managerial Executives as defined by the Act.

This Agreement is subject to full review and approval of the United States Department of Housing and Urban Development.

ARTICLE II - DUES CHECK OFF

A. Upon receipt of a duly signed authorization, the Agency shall deduct membership dues and remit dues deducted as directed on the authorization card.

B. The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of the Union and the amount shall be uniform for all members.

C. No deduction will be made for any month in which there is insufficient pay available to cover same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Agency, through error or oversight, failed to make the deduction in any monthly period.

D. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

E. For any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of permanent full-time employment, the Agency will deduct from all such employees, an Agency Fee and/or Maintenance Fee charge to the Secretary-Treasurer of the Union. Said Fee is eighty-five (85%) percent of the regular dues each month at the time the regular dues are deducted and remitted so shall the Fee.

F. The Union will indemnify and save harmless the Agency from any and all claims and disputes that may arise out of or by reason of action taken by the Agency in reliance on the authorization form set forth above.

ARTICLE III - COMMITTEE ON POLITICAL EDUCATION

The Agency agrees to deduct and transmit to the Secretary-Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

The Union will indemnify and save harmless the Agency from any and all claims and disputes that may arise out of or by reason of action taken by the Agency in reliance on the authorization of deducted monies in behalf of the Union.

ARTICLE IV - BULLETIN BOARDS

A. Bulletin Boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health, safety and welfare of Union members. The number, size and location of the bulletin boards shall be the same as exists at the date of execution of this Agreement.

ARTICLE V - GRIEVANCE/DISCIPLINARY PROCEDURE

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him/her a misinterpretation or misapplication of the terms and conditions of this Agreement.

B. **Level One:** Within thirty (30) calendar days after the occurrence of a grievance, a grievance may be submitted in writing to the Executive Director by the grievant with or without

a Union Committee Representative. Within five (5) business days thereafter, a written reply shall be given by the Executive Director to the grievant and Union Section Representative.

Level Two: Within five (5) business days from receipt of the Executive Director's reply, the Union may submit the unresolved grievance in writing to the Executive Director for a formal hearing. Within five (5) business days thereafter, a hearing shall be given by the Executive Director to the grievant and Union Section Representative.

Level Three: Within ten (10) business days after receipt of the Executive Director's decision, and if the grievance is still unresolved, the matter may then be submitted to the Chairman and Commissioners of the Housing Authority.

The Agency shall either review the grievance submitted and provide a written decision within five (5) business days from the date of submission, or hold a meeting with the Union Section Grievance Committee together with one (1) or more Local Union Officers and the grievant, and within ten (10) business days after said hearing submit the Agency's decision in writing to the Union and grievant.

Level Four: Within twenty (20) business days after receipt of the Agency's decision, any grievance processed under this article through the above levels, which cannot be resolved satisfactorily, may be submitted by either the Union or the Agency in writing to the New Jersey Public Employment Relations Commission for Arbitration.

The Arbitrator so selected shall confer with the representatives of the Agency and the Union and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues submitted to him. The Arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the Arbitrator shall be submitted to the Agency and the Union and shall be final and binding on the parties.

The costs for the services for the Arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence shall be borne equally by the Union and the Agency. Any other expenses incurred shall be borne by the party or parties incurring same.

C. If the Agency fails to meet or answer any grievance within the prescribed time limits as herein provided, such grievance may be processed to the next step. Written notice of the

failure shall, in each instance, be given in writing to the Executive Director.

D. Disciplinary action against an employee in the form of a suspension will not be invoked by the Agency until the matter has been reviewed by the Executive Director. Notwithstanding the foregoing, the Executive Director may invoke such disciplinary action as perceived appropriate where an employee's conduct is of such a serious nature as to require immediate action in the opinion of the Executive Director for the health, welfare, safety or order of the Agency and its employees.

ARTICLE VI - UNION SECTION COMMITTEE BUSINESS & VISITATION

A. The members of the Union's Section Negotiating Committee, not to exceed two (2) in number, shall be granted time off from duty with full pay for all meetings between the Agency and the Union for the purpose of negotiating the terms of an Agreement when such meetings take place at a time during which such employee member, who is an official of the Union Section committee as provided in Article V, will also be granted the same privilege for processing grievances. All such meetings shall be coordinated and scheduled with the approval of the Executive Director.

B. The Union's Section Representative shall have admission to the Agency premises at any time during the work hours for the purpose of ascertaining whether this Agreement is being carried out in good faith, or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such Representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Executive Director for permission to visit, which permission shall not be unreasonably denied; it being understood, however, that such Representative shall not in any way interfere with operation of the Agency during working hours and that this privilege shall be so exercised as to help at a minimum time loss thereby to the Agency.

C. Union Leave: One (1) full time Union Officer shall be granted unpaid leave to serve as an elected officer of the Transport Workers Union of America A.F.L.-C.I.O. Such leave will coincide with the applicable term or duty of the office held. The Agency shall continue to pay the employee's wages and benefits and shall be reimbursed for salary by the Union. During such leave the Employee will continue to accrue seniority.

ARTICLE VII - WORK WEEK

A. 1. **WORK HOURS:** Present work hours in the case of each employee to continue. Maintenance: 8 am to 4 pm. Clerical hours shall be 8 am to 4 pm.

time thereafter. The same shall be applicable for Saturdays and any of the fourteen (14) holidays.

E. Weekend/Holiday Overtime: Any employee who normally works a Monday to Friday schedule, who is required to work on Saturday, Sunday or holiday, shall be given overtime at the applicable rate, on the regular scheduled assignment and/or other duties for the Saturday, Sunday or Holiday.

F. Emergency Call-In: Employees called in from home on a regular work day before or after their regular shift hours shall receive overtime in addition to their regular shift hours.

G. Sunday Overtime: Any employee, other than those normally required to work on Sunday, shall receive double their applicable hourly rate for work performed on a Sunday.

H. Emergency Stand-By: The Executive Director may require an employee to remain on emergency standby for recall to employment during after-work hours. In the event any employee is required to be on emergency standby, such employee shall be compensated at the rate of three (3) hours regular rate of pay. If an employee on standby fails to report for work when required by the Executive Director, the emergency standby pay shall be forfeited. This shall apply to the weekend standby policy instituted by the Executive Director in January 1995.

I. Work in a Higher Classification: Employees assigned to perform substantially all of the required duties of a higher classification shall be entitled to the pay of the higher classification after, more than forty-five (45) consecutive working days in such classification for each assignment. On the forty-sixth (46) consecutive working day, the higher rate of pay shall commence.

ARTICLE VIII - TIME OFF WITH PAY

A. HOLIDAYS: All employees covered by this Agreement shall receive full pay for fourteen (14) holidays. The Holidays include: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Election Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Day. When a holiday provided for in this Agreement falls on a weekend, it shall be celebrated on the day designated by law for that purpose.

B. Pay Period: All employees covered by this Agreement shall be paid bi-weekly provided said employees shall have worked (or been off sick with sick time due) and if there was a holiday during the pay period.

C. **Court Leave:** A summons or subpoena must be legally served and may be for serving as a witness or for jury duty. When called as a witness, this court action must be work related. All employees when actually summoned shall immediately inform the Executive Director.

Reimbursement--The pay of any employee who has received a subpoena for jury duty or as a witness will continue at the regular rate. All reimbursement received shall be turned over to the Agency to be credited against regular salary. Payment by the Court to the employee for travel expense at the prevailing rate may be retained by the employee.

ARTICLE IX - VACATION

A. During the first year of employment, an employee is to receive one (1) day's vacation for each month of employment. Thereafter, vacations shall be twelve (12) days for the first full year of employment with one (1) day added for each additional year of employment, not to exceed the maximum of twenty five (25) days.

B. Vacation monies shall be given to employees before going on vacation, if requested three (3) weeks prior to the start of vacation day.

C. Accrued vacation time carry-over may be permitted upon the approval of the Agency up to a maximum of twenty five (25) days.

D. The employee will be permitted to take off one or more days of his/her accumulated vacation time with the approval of the Executive Director.

E. Temporary employees shall not be entitled to accrue annual leave time unless such temporary employment shall exceed six (6) consecutive months. In the event that temporary employment shall exceed six (6) months, annual leave time shall be accrued at the rate of five (5) working days for each six (6) consecutive months of employment.

F. Upon dismissal, resignation or death of any employee payment shall be made in a lump sum by the Agency to the employee, or the estate of the employee in the event of death, of all unused accrued annual leave credited upon the date of separation. This payment shall be made at the salary rate paid said employee during his last period of employment.

G. Vacations will be taken with the approval of the Executive Director.

H. An employee may cash in up to one-half (1/2) of accrued vacation time if not used, for full money value subject to the mutual agreement between employee and employer and the

availability of funds. Requests for cash in lieu of vacation time must be made between January 1st and February 28th of the year prior to that in which the employee will receive cash-in to allow for inclusion in the BHA's Operating Budget for the following fiscal year.

Requests for cash-in will only be considered when the employee has accrued thirty (30) days of unused vacation days. Requests for cash-in must be for a minimum of fifteen (15) days and no consideration will be given to requests for less than a full day of accrued vacation time.

ARTICLE X - PERSONAL DAYS, SICK TIME, BEREAVEMENT

A. 1. In the case of death in the employee's immediate family, an employee shall be granted three (3) days leave without loss of pay, one of which shall be the day of death or the day of the funeral. The Agency reserves the right to request reasonable proof of death.

2. Immediate family shall be mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law and sister-in-law.

3. In the event of the death of an employee's grandfather-in-law or grandmother-in-law, the employee will be granted one (1) day leave without loss of pay for the day of the funeral. The Authority reserves the right to request reasonable proof of death.

4. In the event of the death of an employee's aunt or uncle, the employee will be granted one (1) day leave without loss of pay for the day of the funeral. The Authority reserves the right to request reasonable proof of relationship.

B. 1. Sick leave with pay shall be granted as follows:
Employees will be paid for leave taken because of illness or accident. The amount of sick leave to which an employee is entitled shall be determined at the rate of 1 1/4 days per month/15 days per year.

2. Under unusual circumstances, as determined by the Executive Director, a deserving employee may be advanced sick leave not to exceed fifteen (15) days, or twenty eight (28) days using the equivalent of sick and annual leave combined, for one year.

3. Carryover Sick Leave: Unlimited sick leave may be accrued.

4. Effective July 1st, 1991, the following incentive program shall be in effect: For every 3 month period that an employee does not utilize a sick day, he/she shall be awarded one (1) extra personal day at the end of that period. If an employee does not utilize any sick days during the full twelve (12) month period, they will be awarded an extra personal day, making

five (5) days the maximum number of extra days awarded per fiscal year.

5. A doctor's certificate shall be required after five (5) consecutive working day's absent and the certificate shall certify to the illness requiring absence for the full five (5) day period and shall include a brief diagnosis of the illness which required the absence. The cost of the doctor's certificate shall be borne by the employee provided he/she is notified, in writing by the employer prior to the fifth day of absence, that such certificate will be required by the employer before the employee is permitted to return to work. However, if the employer should request a doctor's certificate under any other circumstances, the cost of such doctor's certificate and or examination will be at the employer's expense.

C. It is agreed that any employee covered by this Agreement who, at the time of retirement, has at least five (5) years employment with the Agency, or any employee who, at the time of separation of employment with the Agency in good standing, had at least ten (10) years employment with the Agency and has unused sick time due, shall be paid in a lump sum four (4) days pay (at the rate he/she is receiving at the time of retirement or separation) for each five (5) days standing to his/her credit, but not to exceed a total of one hundred seven (107) days pay. For those employees with twenty five (25) years of service or more, the limit shall be one hundred fifteen (115) days.

D. Each employee shall be granted three (3) personal leave days per year, which may be taken on any day throughout the year. While it shall not be necessary for employees to give reasons for the leave, such personal days are not to be used for purposes of vacation. Application for the leave shall be made three (3) days in advance to the Executive Director whose approval shall be required before taking of the personal day.

E. A deserving employee may be granted leave without pay for a period not to exceed six months at any one time in accordance with Civil Service Rule 4:1-17.2.

F. The Authority and each employee has the option between **January 1 through January 31st** of each year to request an exchange of accrued sick time under the following conditions:

1. If the Authority and employee mutually agree.
2. The employee must maintain a minimum of forty five (45) accrued sick days.
3. The Authority and the employee agree that the minimum amount of days permissible to cash in is ten (10) days and the maximum is twenty (20) days per calendar year.
4. Payment shall be made first pay period in August at the rate of one-half (1/2) day's pay for each day of sick time at the employee's rate of pay when the option is requested.
5. This section of the Agreement is based on mutual consent and is not grievable.

G. 1. An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as those applicable to such employees for sick leave or leave without pay. The Appointing Authority may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy. All employees are covered under the Family Medical Leave Act, for reference see N.J.A.C. 4A:6-1.21B.

a. An employee may use accrued sick, vacation or administrative leave for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay.

b. An employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

2. Child care leave may be granted to the employee under the same terms and conditions as all other leaves without pay.

ARTICLE XI - HEALTH & WELFARE

A. The Agency shall provide 14/20 Series Blue Cross, Blue Shield, Rider "J", and \$1,000,000.00 (\$100.00 deductible per year) Major Medical Coverage for each employee and his family, as authorized by State Employees Health Benefit Plan under Chapter 125 and amendments.

Where possible by law, employees with dependent coverage who have proven alternate coverage, may exercise the option of not participating in the spouse and dependent coverage provided for in the Group Health Insurance Program. Employees choosing this option will receive \$750.00 annually to be paid in a lump sum in separate check in the first pay period in August.

B. The Dental Plan coverage shall continue in full force and effect; the Employer will provide a fully paid dental plan, eighty (80) percent paid for by the plan and twenty (20) percent paid by the employee. Effective July 1, 2000, the dental coverage calendar year maximum shall increase to \$1500. per person per year, and orthodontist coverage shall be increased to \$1,000. maximum per person.

C. The Agency will provide the Capitol National Prescription Administrators at no cost to the employee. It is agreed that the Authority shall continue to provide the same Prescription Plan with the same coverage to its employees as the plan provided by the Township of Brick.

D. New hires and any employees hired after January 1, 1995 that require dependent coverage, shall be enrolled in the PPO Plan - New Jersey Plus for employees and dependents at no cost to the employee. Family Dental and prescription coverage shall also be extended to these employees at no cost to the employee. If the employee wishes to obtain Traditional Family Coverage or an HMO Family plan which costs more than the plan stated above, they shall pay the difference in costs to the Authority by payroll deduction.

E. All permanent employees are eligible to participate in the Public Employees' Retirement System of New Jersey. Participation is optional with employees as of the effective date of the retirement plan, but participation by a person hired after that date shall be a condition of employment.

F. The Agency shall provide a Life Insurance Policy (non-contributory) in force only during term of employment-- 2 1/2 times your salary in accordance with the State Health Benefits package.

G. The Agency shall provide Temporary Disability Insurance in accordance with the plan made available to employees of the State of New Jersey through the New Jersey State Department of Labor and Industry.

H. It is agreed that the Agency shall pay for replacing eyeglasses broken due to the performance of the employee's duties.

I. **Retirees:** The Agency will provide hospitalization, surgical, prescription and major medical coverage with full family benefits for all retirees with twenty-five (25) or more years of service, effective upon receipt of retirement or disability pension. Such benefits will be governed by Chapter 88, P.L. 1974 as amended by Chapter 436, P.L. 1981, State Health Benefits Program. In the event that prior to the expiration date of this contract, the aforementioned law or a written ruling by PERS provides for the payment of prescription drug benefits or reduced eligibility by the Agency for retirees, that in this event, the Agency shall provide such benefits.

The above policies provide coverage for employees spouse and any dependents under nineteen (19) years of age, unless dependent(s) is a full-time student, in which case coverage is provided until the twenty-third (23) birthday.

J. The Agency shall secure Accident and Liability Insurance for all employees to provide for defense of all actions, except those brought for punitive damages, against an employee by a third party as a result of the Agency Employment.

K. Employees shall be covered by Workmen's Compensation Insurance. If the employee is absent due to an alleged disability resulting from a job related injury, such employee shall be paid his/her full pay during the period in which the employee is qualified for temporary disability payments under Workers' Compensation Law.

L. **Optical Plan for Employees:** The Authority shall reimburse the employee upon presentation of a cash receipt for eyecare, up to a maximum of \$200.00 per employee per year for vision care expenses.

ARTICLE XII - SENIORITY

A. Seniority shall be based upon an employee's continuous length of service with the Agency, from the last date of hire. Should the Agency determine that a reduction in force is required for efficient operation of the Authority, employees shall be laid off from their jobs in the following manner: The employee with the least seniority shall be the first employee laid off in the job affected. A senior employee, in order to retain his/her employment, may "bump" a junior employee provided such senior employee is qualified to hold the position. The Agency agrees to provide a forty-five day notice to the Union and all employees if there is to be layoffs, as employees hired prior to February 25, 2003, also have Department of Personnel layoff rights. In rehiring, the same principle shall apply, namely, the last person separated shall be the first to be rehired.

B. The Agency shall supply the Union with a seniority roster, which shall contain the job classification and the date on which each employee was given permanent employment. A copy of such roster shall be placed on all bulletin boards.

C. A permanent employee shall accrue seniority from the first day of employment with the Agency, and such employee shall retain all accrued seniority when there is a change in the job title of such employee.

D. The employment anniversary date for individuals employed by the Agency shall be established in respect to the actual employment date.

E. New employees shall serve a working test period for a period of three (3) months, which may not be extended to determine whether an employee can satisfactorily perform the duties of their position. The working test period shall not include any time served by an employee under provisional, temporary, interim or emergency appointment. This shall apply to all employees of the Agency and is the same as written in N.J.A.C. 4A:4-5.1 & 2.

ARTICLE XIII - LONGEVITY

A. 1. All employees covered by this Agreement shall receive and be paid longevity pay over and above his/her salary. Longevity pay shall be payable to employees on July 1st upon completion of their years of service in accordance with the following schedule:

After 5 full years of service	1% of base salary
After 10 full years of service	3% of base salary
After 15 full years of service	5% of base salary
After 20 full years of service	7% of base salary
After 25 full years of service	9% of base salary
After 30 full years of service	10% of base salary

B. Effective July 1, 2003, all employees shall be placed on the 8 step salary guide listed as Appendix 1 which shall increase each year across the Board by the percentage increase. New hires shall be placed on step 1 of the guide and reach maximum by the 8th year of employment.

C. **Entry Level:** New employees shall begin at the minimum rate of the pay range assigned to their classification/job title.

ARTICLE XIV MANAGEMENT RIGHTS

A. The Housing Authority of the Township of Brick retains and reserves unto itself, without limitation, all powers, rights, authority duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the United States of America and of the State of New Jersey, including but without limiting the generality of the foregoing of the following rights:

- a. The executive management and administrative control of the Housing Authority and its properties and facilities and the activities of its employees during work hours.
- b. Type of work to be performed (within title).
- c. Work assignment.
- d. Machinery, tools, and equipment to be used.
- e. Shift schedules.
- f. Hours of work (within the agreements contained herein).
- g. Hire, promotion, discharge, demotions, and disciplinary action against employees, all in accordance with Title II (Civil Service) and terms of agreement contained herein.
- h. Making, drafting, and enforcing rules and regulations governing the same and safety of its employees.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Authority shall be limited only by the specific and express terms of this Agreement and then only to the extent that specific and express terms hereof are in conformance with the Constitution and Laws of the United States of America and of the State of New Jersey and regulations of the Department of Housing and Urban Development.

C. Nothing contained herein shall be construed to deny or restrict the Authority of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, county, state or local laws or ordinances.

D. The Housing Authority of the Township of Brick may establish and enforce reasonable rules and regulations for department operations and conduct of personnel thereof and maintenance of discipline. Copies of such rules and regulations shall be furnished to the Union and shall be posted on various bulletin boards as, is and when established.

E. The employees shall comply with such rules and regulations, and all employees shall promptly and efficiently execute the instruction and orders of their superiors. All employees shall be provided with a set of rules and regulations governing them, as, if and when established.

ARTICLE XV-UNIFORMS, EDUCATIONAL PROGRAMS & OTHER BENEFITS

A. Effective July 1, 2003, all Blue Collar employees shall annually be provided with a uniform allowance of \$400. per year, and a shoe allowance of \$100. per year, and a tool allowance of \$200.; All White Collar employees shall be provided with a \$200. annual clothing allowance.

B. It is understood that the employees will supply their own work clothing and protective work shoes.

C. In-service training shall be provided to aid employees to gain efficiency in their present and future work through the development of their skills, knowledge and attitudes.

D. Employees may enroll in job-related courses, subject to the approval of the Executive Director, and will be reimbursed by the Agency for the costs of tuition and books not to exceed the sum of \$500. for any one educational program.

ARTICLE XVI-SUSPENSIONS, DISMISSAL DEMOTIONS & PROMOTIONS

A. 1. Employees hired prior to February 25, 2003 shall continue to maintain the benefits of Civil Service Rules and Regulations, State of NJ Department of Personnel Title 11A.

2. New employees, hired on or after February 25, 2003, are excluded from Civil Service Rules and Regulations as the Agency adopted a Resolution which provides that Title 11A shall not be applicable. These employees shall maintain the benefits of the collective bargaining agreement.

3. a. The Agency retains the right to discipline for just cause. In the event that the Executive Director intends to recommend discipline, including suspension or discharge of any employee, the Executive Director shall notify the Union in writing at the same time that he/she notifies the employee.

b. An employee hired prior to February 25, 2003, shall be notified on the Department of Personnel form (31A) and the parties acknowledge that appeals of major discipline as defined in Title 11 are processed in accordance with Civil Service Rules and Regulations; while minor discipline may be appealed through the grievance procedure.

c. An employee hired after February 25, 2003, shall be provided written notice indicating the charges against him/her and their right to appeal in accordance with Article V-Grievance Disciplinary Procedure in this Agreement.

B. Promotions. Vacated or newly established positions shall be filled to the fullest extent consistent with efficient operations, by the promotion of qualified employees. Permanent full-time vacancies and permanent new positions will be posted as they arise. The Agency recognizes that postings for promotional exams shall be done in accordance with Department of Personnel Rules and Regulations for those employees hired prior to February 25, 2003 and shall also post internally for those employees hired after February 25, 2003. Entry-level positions no longer need to be posted by the Department of Personnel.

C. The Agency will forward to the Union any current or amended Civil Service Certification List.

D. If a temporary or provisional position is open, the Agency shall post the open position and award the open position to the senior qualified employee applying for same. The Agency retains the right of approval in determining employee qualifications.

E. Employees shall be transferred within the organization as far as practicable to positions where their highest skill will be utilized.

F. When transfers of personnel are necessitated by organizational changes, every effort shall be made to place the affected employee in positions which will permit them to retain their salaries or in a position which will permit them to receive an increase in salary.

G. In making transfers within the organization, due consideration shall be given to the desires of the employees involved.

ARTICLE XVII-DISCRIMINATION

A. Neither the Agency nor the Union shall discriminate against any employee by reason of race, creed, sex, color, political or religious affiliation or national origin.

B. Where the words "he", "she", "him", or "her" is used in this Agreement, it shall mean both sexes.

ARTICLE XVIII - SALARY

- A. A. The salary scheduled shall be increased across the Board as follows:
- Effective 7/1/03 - 4% retroactive to all who received wages as of 7/1/03;
 - Effective 7/1/04 - 4%
 - Effective 7/1/05 - 4%

Upgrades: Reclassify senior Building Maintenance Workers to Maintenance Repairer. Guide shall be \$1000. higher than Building Maintenance Worker. (See Appendix 1)

ARTICLE XIX FURTHER NEGOTIATIONS

During the month of January prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed upon time and place, for the purpose of effecting, if possible, a new continuation of the within Agreement.

ARTICLE XX - SEVERABILITY

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said Court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE XXI - NO STRIKE/NO LOCK OUT

There shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the Authority. There shall be no lock-out by the Housing Authority of the Township of Brick.

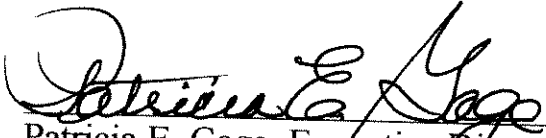
ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of July 2003 and continue in full force and effect until midnight, June 30th, 2006, or until said time a new Agreement is signed.


IN WITNESS WHEREOF, the undersigned have caused this AGREEMENT to be signed by the appropriate officer of each party thereto.

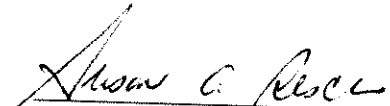
HOUSING AUTHORITY
OF THE
TOWNSHIP OF BRICK

TRANSPORT WORKERS UNION OF
AMERICA LOCAL 225 BRANCH 4
A.F.L.-C.I.O.


Patricia E. Gage, Executive Director


Christopher W. Mikkelson, President


Michelle Rosenthal, Chairperson


Susan A. Resch, Int'l. Representative

12/27/03
DATE

12-8-03
DATE