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07-14

B. P.

AGREEMENT

BETWEEN

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

and

SUPERVISORS AND MANAGERS UNIT  
LOCAL 32, OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION AFL-CIO

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✓ April 1, 1986 through March 31, 1989

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PREAMBLE

THIS AGREEMENT, entered into this            day of  
, 1987, by and between the HOUSING AUTHORITY OF THE CITY OF  
NEWARK (hereinafter referred to as the Authority) and the  
SUPERVISORS AND MANAGERS UNIT affiliated with LOCAL 32, OFFICE  
AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION (hereinafter  
referred to as the Union), represents the complete and final  
understanding on all bargainable issues between the Authority  
and the Union.

WITNESSETH THAT:

WHEREAS, the parties have carried on collective negotia-  
tions regarding wages, hours of work and other terms and con-  
ditions of employment for certain employees of the Authority;  
and

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

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

ARTICLE I

RECOGNITION

A. The Authority hereby recognizes the Union as the exclusive bargaining agent for all Managers and Supervisors in the certified unit in accordance with PERC Docket No. RO-82-123 and in any subsequent cases before the Public Employment Relations Commission involving the parties concerning the subjects of representation and/or unit clarification.

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

ARTICLE II

UNION MANAGEMENT COOPERATION

The Union will provide its support and cooperation for the increase of productivity by 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 a 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 about the last of each month, beginning with

Union Security (continued)

the month this Agreement is signed, the Authority will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles and dates of employment for all such employees.

D. The Union will indemnify and save harmless the Authority against any and all claims arising out of said check-off system.

ARTICLE IV

AGENCY SHOP

A. 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.

B. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally

Agency Shop (continued)

related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Authority.

C. Challenging Assessment Procedure

1. 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.

2. 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.

D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

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

E. 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.

Agency Shop (continued)

F. Union Responsibility

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

G. Miscellaneous

1. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon fair share information furnished by the Union or its representatives.

2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice

ARTICLE V

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.

Union Business (continued)

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

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

2. The Union representative has no authority to take strike action or to interrupt the Authority's business. (provided such activity is not disruptive to any work and not disruptive of the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance.)

3. The Union representative(s) will be limited in handling those duties outlined in Section B of this Article up to an aggregate maximum of one hundred fifty (150) paid working hours per year. Any additional hours used by said representative(s), if approved in advance by the Authority, shall be unpaid. The Union representative(s) may elect, if they so wish, to utilize personal days or vacation in lieu of unpaid time. Time spent on mutually scheduled negotiations sessions shall not be included in the aforementioned total and Union representative(s) will be permitted up to a maximum of



Union Business (continued)

thirty (30) minutes before and thirty (30) minutes after each negotiations session for travel time and/or caucusing purposes.

5. Any settlement of a grievance by the Union representative and/or supervisor of an employee involved in such dispute 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.

ARTICLE VI

MANAGEMENT RIGHTS

A. The Authority retains full and exclusive authority for the management of its operations. All functions of management not specifically limited by the clear and express language of this Agreement are retained by the Authority. Among the rights reserved to and retained by the Authority, but by no means wholly exclusive, are the rights to

- 1) determine the standards of service;
- 2) determine the standards of selection for employment;
- 3) hire the working force;
- 4) direct the working force;
- 5) determine the means, methods and personnel by which operations are to be conducted;
- 6) determine the content of job classifications;
- 7) select supervisors;
- 8) promote; transfer or discharge employees; and
- 9) take all necessary actions to carry out its mission.

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

C. The Authority may assign its scheduled work and shall determine when overtime shall be worked, and by whom, and may require reasonable overtime.

ARTICLE VII

GRIEVANCE PROCEDURE

A. A grievance is defined as a dispute between the Union on behalf of an employee or group of employees and the Authority arising from the interpretation, application or alleged violation of the terms and conditions of this Agreement.

B. It is agreed that all grievances shall be handled under the following procedures:

STEP I.

Grievances shall be presented within thirty (30) calendar days of their occurrence. The employee shall take up the grievance orally with the Union representative who, if necessary, shall discuss same with the employee's supervisor. The Union representative will be notified of any scheduled meeting with the employee concerning the grievance. If the grievance cannot be resolved, at this point, it shall be reduced to writing and submitted to said supervisor. The answer to the grievance shall be given in writing to the Union representative within three (3) days of its submission to said supervisor. Failure to raise a dispute within thirty (30) calendar days after its occurrence renders the dispute null and void.

STEP II.

In the event that a satisfactory conclusion is not reached at STEP I, the Union may submit the grievance and all

Grievance Procedure (continued)

related correspondence to the Personnel Officer within five (5) working days. The Personnel Officer will schedule a hearing on the grievance, which hearing will be conducted within ten (10) working days of receipt of the grievance and will render a decision within fifteen (15) working days of the hearing.

STEP III.

If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy through STEP II, then the grievance or controversy shall be submitted within thirty (30) calendar days to an arbitrator whose decision, it is hereby understood and agreed, will be final and binding. The parties may jointly agree upon the selection of an impartial arbitrator; failing such agreement, the arbitrator shall be selected under the Rules and Regulations of the New Jersey Board of Mediation.

1. The expense of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

2. Parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

3. It is understood that the arbitrator shall not have any power to add to, subtract from, or modify in any way the provisions of this Agreement.

Grievance Procedure (continued)

4. Unless the parties agree otherwise, no more than one (1) issue shall be presented to the arbitrator in any single case.

5. The decision of the arbitrator shall be in writing with reasons therefor and shall be final and binding upon the parties subject, however, to any rights the parties may have under applicable statutes and case law.

C. In the event that the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered by the Authority on the grievance at STEP II. If the grievant wishes to pursue his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

D. Upon request of the aggrieved employee, the Union representative may be present at any step of the grievance procedure.

E. Nothing herein shall be construed to require the Union or its representative(s) to process, or continue to process, any grievance of any employee that it deems without merit or contrary to the positions of the Union as the exclusive collective bargaining representative.

ARTICLE VIII  
WAGES AND HOURS

A. Employees covered by this Agreement shall receive the wages noted in Appendix A and incorporated by reference herein.

~~B.~~ The wage increases shall apply only to those employees in the employ of the Authority as of October 21, 1987. In addition, those employees who retired in accordance with the applicable pension plan between April 1, 1986 and October 21, 1987 will be entitled to a prorata wage increase.

C. Effective January 1, 1988 employees whose work week consists of forty (40) hours shall remain at forty (40) hours and the work week of all other employees will become thirty-seven and one-half (37 1/2) hours.

ARTICLE IX  
INSURANCE

A. Effective December 1, 1980, the employees covered by this Agreement contribute two-thirds (2/3) of any increase in premium from the amount in effect prior to that date for medical and dental coverage which the Authority provides for its employees and their eligible dependents. In no event, however, shall the Authority pay any increase in excess of the HUD inflation factor.

B. Dental

The Authority will provide dental coverage under the Group Dental Associates Program or an alternate plan permitting use of an employee's personal dentist.

C. Optical

The Authority will reimburse employees up to one hundred (\$100.00) dollars every two (2) years, commencing

Insurance (continued)

second year of this Agreement, for eyeglasses or lenses. This reimbursement will be paid upon presentation of a prescription in the employee's name and paid receipt and/or cancelled check for the eyeglasses or lenses.

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

ARTICLE X

HOLIDAYS

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

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

Holidays (continued)

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 XI

VACATIONS

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

B. The parties agree to continue the policy that no employee shall be denied any accrued vacation.

ARTICLE XII

PERSONAL LEAVE DAYS

A. Personal Leave Days

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

B. Prior to the completion of one (1) year of continuous 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) day absence during the current year.

Personal Leave Days (continued)

3. Employees starting between September 1 and December 31 shall be granted three (3) days absence beginning January 1 of the following calendar year.

C. Those employees who have completed one (1) full year of continuous service shall be granted one (1) additional personal day.

D. In addition to the annual personal leave days, all employees will be granted one (1) additional day's absence with pay which may be taken on or in lieu of the employee's birthday. This day must be taken within the current year.

E. The request for absence for personal leave shall be made in writing, at least five (5) days prior to the time of absence.

ARTICLUE XIII

PERSONAL TRAGEDY LEAVE

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

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



ARTICLE XIV

COURT LEAVE

A. Employees shall be granted court leave and be excused with pay from their regularly assigned duties when subpoenaed to serve as a witness or juror. No court leave shall be granted for cases arising out of Article XX, No Strike - No Lockout provisions of this Agreement unless the employee is subpoenaed by the Authority. Evidence of such attendance may be submitted to their Department Director for transmittal to the Department of Personnel and the Department of Finance and Accounts. 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 to be in court on a specified working day(s) is required to report for work on such day(s).

ARTICLE XV

TERMINAL LEAVE

Upon normal retirement or PERS, an employee who is immediately eligible to receive retirement benefits shall receive a payment equivalent to a maximum of one-half (1/2) of the employee's accumulated sick leave, the sum of which shall not exceed five thousand (\$5,000.00) dollars.

ARTICLE XVI

MILITARY LEAVE

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

B. Any employee who is considering joining an organized Reserve Unit or the National Guard should consult with the Department of Personnel before so doing.

ARTICLE XVII

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 eighteen (18¢) cents per mile. No current employee will be penalized for not wishing to use his own automobile for Authority business, unless he agrees in writing to do so as a condition of employment for his position. However, new employees may be required as a condition of employment to utilize their automobile for Authority business.

ARTICLE XVIII.

DISCIPLINE AND NON-DISCRIMINATION

A. The employee shall have the right, if requested by him, to have a representative of the Union or any 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, sex, marital status, physical impairment or national origin.

ARTICLE XIX

RESIGNATION

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

B. Any employee who does not submit his resignation in compliance with the 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 for 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 Head shall be considered as having resigned without notice and not in good standing.

ARTICLE XX

NO STRIKE - NO LOCKOUT

A. The Union and the members of this unit hereby agree that during the period of this Agreement, there shall be no strikes, work stoppages, slowdowns or other concerted refusal to perform work by the employees covered by this Agreement.

B. The Authority agrees not to institute a lockout of the employees in this unit during the period of this Agreement.

C. The Authority shall have the right to impose proper discipline, including discharge, in the event that the Union representative takes action involving work stoppage, slowdowns, or other concerted refusal to perform work in violation of this Agreement.

ARTICLE XXI

GENERAL PROVISIONS

A. An employee shall not be disciplined or discharged, except for proper 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.

C. The Authority shall provide reasonable bulletin board space for the posting of official Union notices. No notice shall be posted which contains material of a derogatory or

General Provisions (continued)

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 in the bargaining unit covered by this Agreement.

ARTICLE XXII

SEPARABILITY AND SAVINGS

A. It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of 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 as being in contravention of any such laws, ruling or regulations, the remainder of the Agreement shall nevertheless remain in full force and effect, unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement.

C. HUD approval regarding wages and other economic items is required in order for such to be placed into effect. Failure to receive HUD approval will void said section(s) of this Agreement.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

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

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

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be in effect from April 1, 1986 through March 31, 1989. All benefits under this contract shall be considered to be prospective only, except those noted within the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

ATTEST:

HOUSING AUTHORITY OF THE CITY  
OF NEWARK

\_\_\_\_\_

BY: \_\_\_\_\_

Reviewed and approved as  
to legality

\_\_\_\_\_

SUPERVISORS AND MANAGERS UNITS  
LOCAL 32, OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION,  
AFL-CIO

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GERALD L. DORF  
A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

GERALD L. DORF  
N.J., FLA. & ILL. BARS  
PATRICK E. DALY  
N.J. & MASS BARS  
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November 5, 1987

Ben Quattlebaum, Personnel Officer  
Newark Housing Authority  
57 Sussex Avenue  
Newark, New Jersey 07102

Re: Housing Authority of the City of Newark  
Agreement Drafts:

1. Supervisors and Managers Unit
2. Building Trades - Maintenance
3. Building Trades - "Rehabilitation Work"

Dear Ben:

In connection with the above-captioned matters, I am herewith enclosing a draft copy of the revised Agreements based upon the negotiations with the OPEIU and the Essex County Building and Construction Trades Council. For your information, I have a call in to Ray Greeley regarding the status of the Maintenance Personnel Agreement and I anticipate hearing from him probably prior to your receipt of this letter. I will call and advise you of the results.

With respect to the aforementioned Agreement drafts, please note that each of the changed pages has for your convenience a pencil mark adjacent to the change. With respect to the OPEIU Agreement, I have, pursuant to my telephone conversations with Gayle Simmons, included the dental and optical provisions similar to those contained in the 305 Agreement.

Ben Quattlebaum, Personnel Officer  
Newark Housing Authority  
November 5, 1987  
Page No. 2

If you have any questions, please do not hesitate to call.  
Best personal regards.

Sincerely yours,  
GERALD L. DORF, P.C.

Gerald L. Dorf

GLD:ab  
Enclosures

cc w/encs: Emil Nardachone, Esq.  
Gayle Simmons, Esq.

P. S. You need to add an Appendix "A" pursuant to Article VII-A.