

**TRENTON HOUSING AUTHORITY**  
**and the**  
**COMMUNICATIONS WORKERS OF AMERICA**

**MAINTENANCE & CRAFT UNIT**

**AND**

**SECURITY UNIT**

**CONTRACT**

January 1, 2004

Through

December 31, 2007

*V-1105*

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## **PREAMBLE**

This Agreement entered into the Housing Authority of the City of Trenton (hereinafter referred to as the Authority) and the Communications Workers of America, AFL-CIO (hereinafter referred to as the Union), has as its purpose the improvement and promotion of harmonious relations between the parties; the establishment of equitable and peaceful procedures for the amicable resolution of all differences, disputes and grievances; and the establishment and determination of rates of salaries and wages, fringe benefits, hours of work and other terms and conditions of employment.

## ARTICLE I – RECOGNITION

- A. The Authority recognizes the Union as the sole exclusive representative and bargaining agent for the purpose of collective negotiations to establish salaries and wages, fringe benefits, hour of work and other terms and conditions of employment for the Maintenance and Craft Unit and Security. The Authority will not negotiate with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with the employees in this unit for the duration of the Agreement.
- B. Included are all Maintenance and Craft Unit and Security employees who are full-time permanent and provisional employees of the Authority as certified by the Public Employment Relations Commission (PERC) and as listed by job classification in Appendix 1.
- C. Excluded are:
1. Professional Employees
  2. Police
  3. Seasonal Employees
  4. “Manpower” Type Employees
  5. Managerial Executives
  6. Classifications designated and represented within other recognized and appropriate certified units.
  7. All other employees of the Authority

- D. The parties recognize that the usage of the masculine gender throughout this agreement denotes both the feminine and masculine gender employees.

## ARTICLE II – MANAGEMENT RIGHTS

The Authority retains full and exclusive rights for the management of its operations. All functions of management not specifically limited by the clear and express language of this Agreement is retained by the Authority. Among the rights reserved to and retained by the Authority, but by no means wholly exclusive is; the right to determine the standards of service; determine the standards of selection of employment; hire the working force; direct the working force; and determine the means, methods and personnel by which operations are to be conducted.

### **ARTICLE III - RULES OF THE EMPLOYER**

All rules, regulations and/or policies promulgated by the Authority for the proper, efficient operation of the public services shall be duly and conspicuously posted.

Regulatory policies initiated by the Authority during the term of this Agreement directly affecting the Union, which may conflict with the provisions of this Agreement shall be considered to be modified consistent with the terms of this Agreement. If the Authority changes or intends to make changes which have the effect of eliminating in part or in whole such terms, the Authority will notify the Union. Within thirty ( 30 ) days of such notice, or the date on which the change would reasonably have become known to the Union, the Authority shall enter negotiations with the Union on the matter involved. If a dispute arises as to the negotiability of such matters, then the procedures of PERC shall be utilized to resolve such disputes.



#### **ARTICLE IV – CIVIL SERVICE RULES AND REGULATIONS**

The Authority and the Union understand and agree that all rules promulgated by the State of New Jersey Department of Personnel concerning any matter whether not specifically covered in this Agreement shall be binding upon both parties.

Civil Service Rules and Regulations are to be observed in the administration of this Agreement. Where this Agreement is contrary to, or in conflict with such provisions and controls, the parties may agree to jointly seek modifications or amendments of the particular rules to be then consistent with the terms of the Agreement by appeal to the Merit System Board. Nothing herein shall be construed to deny any individual employee his rights under Civil Service Rules and Regulations.

Accordingly, only those employees who attained Civil Service status prior to July 17, 1996 when the Trenton Housing Authority opted out of Civil Service are entitled to the protections enunciated in the statute and only to the extent provided by law.

**ARTICLE V - PROVISIONAL AND TEMPORARY EMPLOYEES**

All provisional and temporary employees shall be paid at the rate of salary assigned to the job title, and work the same hours per day and the same schedule as other employees in the same job title. These employees shall be entitled to all benefits and vacation and sick leave prescribed under the Civil Service Rules and Regulations. For all employees hired there shall be a 120 day working test period before said employees are considered permanent.

Temporary employees hired through a private placement agency do not come under the contractual provisions of this agreement.

## ARTICLE VI – NON-DISCRIMINATION

The Authority and the Union agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation or Union membership or non-membership.

The Authority also agrees that no employee shall be subject to harassment, and that every employee shall be treated within the accepted standards of common decency, courtesy and respect.

The parties further agree not to interfere with the rights of employees to become or not to become members of the Union. The Union recognizes its responsibility as the exclusive representative for all employees in the CWA Employees Union without discrimination.

## **ARTICLE VII – RIGHTS AND PRIVILEGES OF THE UNION**

- A. Bulletin Boards. The Union shall be designated a bulletin board at each Authority site for the sole use of the Union.
  
- B. Union Representatives. The Union shall have the right to designate such members of the Union as it deems necessary as Union Officers, who shall not be discriminated against due to their legitimate Union activity. Union Officers and/or designees shall be permitted, upon written request by the Local President only and subject to the approval of the Authority, to participate during normal working hours and with no loss of pay, in negotiations, contract preparation, Union educational conferences, conventions, Union meetings and institutes.

This leave with pay shall be limited to sixty ( 60 ) work days aggregate to be shared among all three (3) Bargaining Agreements per year, for all Officers and/or designees combined. Such time off will not be chargeable and shall not apply to any employee in connection with processing of a grievance.

Upon request of the Union, contract negotiations will be held in the evening hours. If the Authority requests negotiations during working hours, the Union leave will not be chargeable.

Representatives of the Union of its affiliates, so designated, shall be permitted to transact official Union business with no more than four ( 4 ) members at one time on the premises at a reasonable time, provided that this shall not interfere with or interrupt normal operation of the service. Such representatives so designated shall be forwarded to the Authority no later than February 1, of each calendar year and revised accordingly, within thirty ( 30 ) days.

- C. Access to Premises. Any authorized Union Representative, so designated, shall have the right to enter upon the premises of the Authority during working hours, having provided prior notification of such visit to the Executive Director or his designee, for the purpose of conducting normal duties relative to the enforcement and policing of this Agreement so long as such visits do not interfere with proper service to the public.
  
- D. Union Space. The Union may request use of available space for use as an office for the storage of papers and files. Provision of such space shall not be unreasonably withheld, however, provision for this space shall not take priority over essential uses. The Union may be permitted to furnish file cabinets or other equipment to this office.

## ARTICLE VIII – UNION SECURITY

- A. The Authority agrees to deduct from the regular paycheck of any employee the dues of the Union, provided the employee submits an authorization for dues deduction in writing and in proper form, to the responsible payroll clerk., Upon receipt of the form, the payroll clerk will process the authorization for implementation during the next payroll period. Dues deduction shall be made no later than two ( 2 ) weeks after the completed and signed authorization form is received.
  
- B. Dues shall be two ( 2 ) hours pay per month based on a forty ( 40 ) hour work week, or such other amount as may be certified to the Authority by the Union at least thirty ( 30 ) days prior to the month in which the deduction of the Union dues is to be made.
  
- C. The Authority further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union Dues, a Representation Fee equal to 85% of the Union Dues as may be certified to the Authority by the Union at least thirty ( 30 ) days prior to the month in which the deduction of dues is to be made.

D. Representation Fee (Agency Shop)

Beginning the first full pay period in calendar year 2004, and continuing until December 31, 2007, all eligible non-member employees of a unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

a. Amount of Fee

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees, and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fees exceed 85% of the regular membership dues, fees and assessments.

b. Deduction and Transmission of Fee

After verification by the Employer that any employee must pay the representation fee, the Employer will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Employer shall deduct the representation fee as soon as possible after the tenth ( 10<sup>th</sup> ) day following reentry into a unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in a unit from re-employment list, for employees returning from leave without pay, and the previous employee members who become eligible for the representation fee because of non-member status.

The Employer shall deduct the representation fee from a new employee as soon as possible after thirty ( 30 ) days from the beginning date of employment in a position in a unit.

c. Demand and Return System

The representation fee in lieu of dues shall be available to the Union only if the procedure hereafter is maintained by the Union.

The burden of proof under this system is the Union. The Union shall return any part of the representation fee paid by the employee which



represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

d. Employer Held Harmless

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings brought by any employee in the bargaining units which arises from an agreement to deduct made by the Employer in accordance with this provision. Neither the Employer nor the Employee shall be responsible for any back payment of the representation fee for any cause upon the entry or re-entry of the employee into the Union from an excluded position or another unit. The term excluded position shall include, but not be limited to, confidential, managerial and exempted position.

If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Authority, the Authority shall review the matter and solve the problem on a prospective basis.

e. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

- E. The deduction of Union dues and Representation Fees made pursuant hereto shall be remitted by the Authority to the Union c/o Secretary-Treasurer, Communications Workers of America, AFL/CIO, 501 3<sup>rd</sup> Street NW, Washington, DC 20001-2797, by the tenth ( 10<sup>th</sup> ) day of the month following the calendar month in which such deductions are made together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.
- F. The Authority shall furnish to the Local Union a list of all new employees in the unit and a list of all employees who terminated employment within the preceding calendar month. These lists shall include the date of hire or date of termination, the employee's name and title, and the employee's work location.

## ARTICLE IX – GRIEVANCE PROCEDURE

### Section 1 – Grievance Defined

Grievances are contractual if there is a breach, misinterpretation, or improper application of the terms of this Agreement, or are non-contractual if there is a claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, or order applicable to the Authority which employs the grievant affecting the terms and conditions of employment.

### Section 2 – Purposes

- A. The purpose of this procedure is to assure prompt and equitable solutions to problems arising from the administration of this Agreement or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under ~~Civil Service Rules~~.
- B. It is agreed that in the usage of this grievance procedure an employee shall not be coerced, intimidated or suffer any reprisal, either direct or indirect, as a result of such use.
- C. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before ~~Civil Service~~. The Union's decision to request the movement of any grievance to any step or to terminate an employee's grievance at any step shall be final as to the interest of the grievant and the Union.

- D. No grievance settlement reached under the terms of this Agreement shall add to, subtract, or modify any terms of this Agreement or existing laws and any grievance so adjudicated shall have no force or effect.

### **Section 3 – Matters Beyond the Scope of Grievability**

When a grievance involves an alleged violation of rights and privileges specified in Civil Service Laws and Rules, for which there are specific appeals to the Department of Personnel, the employee *hired prior to July 17, 1996* shall present his complaint to the Department of Personnel directly. The Union may represent the employee before the Department of Personnel and its representative may be an attorney. **Other grievances may proceed to arbitration.**

### **Section 4 – General Rules**

- A. A grievance must be filed initially within *thirty (30)* working days from the date on which the act, which is the subject of the grievance occurred, or *thirty (30)* working days from the date on which the grievant should reasonably have known of its occurrence. Where a grievance involves an alleged error in calculation of salary payment, the grievance may be timely filed within *sixty (60)* calendar days from the time the individual should reasonably have known of its occurrence. Other references to days in this process are working days.
- B. Time limits under this Article may be changed by mutual agreement, and requests for extension of time limits will not be unreasonably withheld. Time off for grievance hearings will be granted, but such time will not be considered time worked for the computation of overtime.

- C. If the finding or resolution of a grievance at any step in the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. **If the authority does not respond within the specific tim limite, the grievance shall be granted based on the remedy sought by the grievant.**
- D. Where the subject of a grievance suggests it is appropriate where the parties mutually agree, such grievance may be initiated at or moved to Step 2 without a hearing at a lower step.
- E. A grievance, which directly concerns and is shared by more than one grievant, is a group grievance. The presentation of such group grievance will be the appropriate Union representative and one ( 1 ) of the grievants designated by the Union. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the Authority to consolidate such grievances for hearings as a group grievance.
- F. Time off for grievance hearings shall be granted to the grievant, Union employee representative, and a reasonable number of witnesses required without loss of pay for the time of appearance and travel time, as required, during their normal scheduled working hours.
- G. Union representatives ~~may~~ **shall** have the right to directly examine and cross examine witnesses who appear at any step of the procedure.
- H. All grievances shall be presented, in writing, to the Authority. A written grievance shall contain the following:

(a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; (d) the remedy sought, and (e) what violation occurred. Grievance forms will be made available at all work sites covered by this Agreement. Witnesses may be heard and pertinent records reviewed. The grievant may be represented by a Union employee representative, and/or non-employee representative.

## **Section 5 – Grievance Investigation**

When a grievance has been initially submitted in writing, and where the Union representative requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the representative will be granted permission and ~~one (1) hour~~ *two hours* to investigate without loss of pay. The supervisors of the representative and of the involved grievant shall schedule such time release, providing the work responsibilities of the representative and any involved employee are adequately covered, and providing there is no disruption of work. Such time release shall not be construed to include preparation of paperwork, record keeping, conference among Union officials, nor preparation for presentation at the grievance hearing

## **Section 6 – Grievance Steps**

### **Step 1**

**An employee may orally present and discuss his problem with his immediate supervisor on an informal basis. The employee may be represented by a Union employee representative. Decisions after the informal discussion shall be sent to the employee within seven ( 7 ) days after the conclusion of the discussion. Should the problem not be satisfactorily resolved, or should there be no response within the seven ( 7 ) days, the employee may exercise the option within five ( 5 ) days to proceed to the next step.**

### **Step 2.**

If the problem is not resolved informally, the grievant may present his grievance, in writing, to the Executive Director, or designee, ~~who shall hear the grievance~~ **and a hearing shall be convened.**

Decisions after the scheduled hearing shall be in writing to the grievant within five ( 5 ) days after the conclusion of the hearing. Should the grievance not be satisfactorily resolved, or should there be no response within the five ( 5 ) days, the grievant may exercise the option within seven ( 7 ) days to proceed to the next step.

**Step 3.**

- A. ~~Merit System Board Review. If the grievant is dissatisfied with the disposition of a non-contractual grievance by the Executive Director or designee, he may appeal the grievance to the Merit System Board for review. When the review is scheduled, the grievant may be represented by a Union representative, and/or an employee representative. Witnesses may be heard and pertinent records received.~~
- B. Arbitration. If no settlement of a contractual grievance is reached between the parties, ~~and if the grievance involves an arbitrable dispute,~~ either the Authority or the Union, or both may move the grievance to arbitration within thirty ( 30 ) days after receiving the answer from the Executive Director or designee, or within thirty ( 30 ) days from the time the answer, in writing, from either party was due.

Any party wishing to move an ~~arbitrable~~ grievance to arbitration shall notify the Public Employment Relations Commission that they are moving the grievance to arbitration and request a list of arbitrators to be furnished to the Authority and the Union. If the Authority and the Union cannot mutually choose a satisfactory arbitrator within thirty ( 30 ) days after receiving the list, the Commission shall appoint an arbitrator to hear the matter and render an award in writing. The award shall be final and binding. The cost of the arbitrator's fee shall be shared by the Authority and the Union.

The arbitrator shall interpret this Agreement as written and shall not alter, amend nor add to the terms of this Agreement.

- C. ~~A grievance may be appealed through either of the aforementioned procedures but not through both.~~



## ARTICLE X – DISCIPLINE

- A. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official reprimand, fine, suspension, demotion or removal. Demotion or removal based on lay-off or other operational judgment of the Authority shall not be construed to be discipline. Just cause for discipline up to and including removal shall include, but not be limited to, those causes set forth in N.J.A.C. 4A:2-2.3. **Under no circumstances shall an employee be subject to served a disciplinary action unless and until the grievance and arbitration procedure has been concluded with the exception of any offense that constitutes a threat to themselves, another employee, any other person, or the Housing Authority.**
- B. The Authority shall not take any summary disciplinary action against an employee except in the following situations: (1) When an employee refuses to act upon a direct working order or refuses to perform assigned duties, for example, in cases where the supervisor's ability to carry out his job is severely questioned or endangered; or (2) When violence and/or the health and safety of himself or other employees may be involved. In all other cases, there shall be a three (3) day "cooling off" period following any incident which may require disciplinary action, after which time the Authority shall serve written notice of such discipline upon the employee. Such notice shall contain a reasonable specification of the nature of the charge, a general description of

the alleged acts and/or conduct upon which the charge is based, and the nature of the discipline. The name of any employee who is notified of disciplinary action shall be transmitted to the Union President and a copy to "President, Local 1040, CWA, 230 Parkway Avenue, Trenton, NJ 08618," within Seventy-two ( 72 ) hours after such notice to the employee. Depositing such notice in the United States mail within seventy-two ( 72 ) hours after such notice to the employee shall continue compliance with the provision relating to notice of the Union.

- C. Interview. In the event a formal charge is made by the Authority against an employee, if he so request, he shall be entitled to a Union representative as witness or as an advisor during any subsequent interview. No recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of any recordings, if made.
  
- D. Any disciplinary action of less severity (e.g. reprimand, suspension of less than five ( 5 ) days, fines of less than five ( 5 ) days pay), other than those from which an appeal may be made to the Merit System Board, may be the subject of an appeal filed through the grievance procedure. A grievance concerning disciplinary action shall be initiated at Step 2.

E. A permanent employee hired before July 17, 1996 shall have the right to a Merit System Board hearing, and shall not use the grievance procedure in every disciplinary action involving:

1. Suspension of more than five ( 5 ) days at one time.
2. Suspension or fines more than five ( 5 ) days.
3. Demotion.
4. Termination

A permanent employee hired after July 17, 1996 shall have the right to use the grievance procedure in every disciplinary action up to and including arbitration.

Such Departmental hearing should commence as soon as possible and hopefully no later than thirty ( 30 ) days after service of a copy of charges. The Authority shall notify the employee, the Union President, Local 1040, and the (Department of Personnel)1 of the reasons for the disciplinary action. The employee may be represented at such hearing by Union Officials or legal counsel; witnesses will be heard and pertinent records received.

## ARTICLE XI – EMPLOYEE FACILITIES AND EXPENSES

Automobile Expenses. Whenever an individual employee is requested and authorized to use his privately owned vehicle for use of the Authority, then the Authority shall reimburse the employee at the rate of \$.37 for each mile of such use, and shall reimburse the employee for all parking fees so incurred. All mileage shall be computed on a portal-to-portal basis. The requirement to utilize a privately owned vehicle shall not be imposed where it involves the transporting of Housing Authority supplies or where it causes undue hardships on the employees. Notwithstanding the foregoing, if the mileage reimbursement rate of \$.37 is increased by the State of New Jersey pursuant to any agreement entered into with its comparable union employees, such increased rate shall be the rate paid by the Authority from the effective date of such increase by the State of New Jersey.

Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the employee's maintaining current automobile registration and basic automobile insurance. Any authorized use of employee vehicle will result in the Authority reimbursing said expense.

In the event an employee is requested and properly authorized to use his privately owned vehicle for Authority purposes, and an accident occurs resulting in damage to the employee's vehicle, for which the employee will be compelled to pay upon proper proof of said payment, the Authority will reimburse the employee the amount so paid, not to exceed the assigned insurance deductible for said vehicle. If an accident occurs while the employee is performing Authority duties in their personal car, the Authority shall pay the personal insurance deductible for said vehicle.

## ARTICLE XII – SALARY AND WAGE COMPENSATION PROGRAM

- A. Each Maintenance and Craft bargaining unit employee will receive salary increase on his/her base salary, upon execution of this Contract as follows:

Wage Increase

**An across the board increase of 21% over the term of the Contract.**

All employees who are entitled to incremental steps shall receive same on their anniversary dates as observed by the Authority in accordance with the salary guides in Appendix of this Agreement.

- B. The Authority shall establish a Salary Guide which shall be located in the Appendix of this Agreement. This Guide will indicate all the job titles, with corresponding wage and salary ranges, citing minimum, maximum and incremental step increases.
- C. Longevity Pay. For the Calendar Years commencing January 1, 2004 , January 1, 2005, January 1, 2006 and January 1, 2007, all full-time, permanent employees who have completed five ( 5 ) years of continual service shall be eligible to receive longevity pay for commendable service to a maximum of \$ 1,183.00 in accordance with the table set forth below:

After 5 through nine years	\$	548.00
After 10 through 15 years		707.00
After 16 through 19 years		865.00
After 20 years		1,183.00

Years of completed service shall be computed from December 26<sup>th</sup> of any given year to December 25<sup>th</sup> of the following year. Longevity paychecks will be provided to eligible employees on that pay day closest to each employee's respective anniversary date. Longevity pay shall not be retroactive prior to January 1, 2004 in the first year of the contract and January 1, 2005 in the second year of the contract. New employees shall be considered for longevity bonuses at five ( 5 ) year increments. Any interruption of service due to a cause beyond the control of the employee,(i.e. military leave, job related injury or illness), shall be considered as service for the purpose of determining the completion of said cumulative period of service with the Authority. Any employee who is on leave of absence for less than ninety ( 90 ) days from December 26, 2007, shall receive longevity pay for that year on a prorated basis; and any employee who is on leave of absence in excess of ninety ( 90 ) days during said period shall be ineligible for any longevity pay for that year. Any employee whose employment is permanently terminated for reasons other than "just cause" shall be eligible for the prorated amount of his longevity payment. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of this Agreement.

**ARTICLE XIII – FRINGE BENEFITS**

- A. Maintenance of Prior Benefits. The fringe benefits, such as Health Benefits Programs, Retirement and their like, which are in effect upon the signing of this Agreement shall remain in effect unless so modified by this Agreement. However at the first open enrollment in calendar year 2004 the Trenton Housing Authority will no longer offer the most expensive Health Benefit Plan. Less expensive plans with similar benefit options will be offered.
- B. Medical Benefits. The Authority agrees to provide and to pay the full cost of the current State Health Benefits Program of New Jersey Blue Cross/Blue Shield, "1429 Series" plan, including Rider J and Major Medical, or an amount equivalent to exercise a "health maintenance optional plan" and a Drug Prescription Program for all full-time permanent employees covered by this Agreement and their eligible dependents (spouse and children under 19 years of age who are full-time matriculated students and who are not employed full-time). The Authority agrees to pay the full cost of current health benefits for any full-time permanent employee on disability for the period he is being covered by New Jersey Disability Insurance.
- C. Optical/Visual Care. Maximum benefits provided shall be those benefits currently set forth in Article XIII. However, an employee must first request coverage/reimbursement for the expenditure from the health care plan provided by the Authority, and then to the Authority, pursuant to Article



XIII.C. In no case shall the employee receive a benefit which exceeds the maximum set forth in this Article. Fully paid eye care services shall be provided to all full-time permanent employees covered by this Agreement. The Authority will provide all eligible dependents of full time permanent employees covered by this Agreement (spouse and children under 19 years of age who are full-time matriculated students and not employed full-time) with an eye care program. Coverage shall provide for a \$ 65 payment for regular prescriptive glasses and \$70 for bifocal or more complex prescriptions. The extension of benefits to dependents shall be effective only after the employee has been employed for sixty ( 60 ) days. Exams: Eligible dependents shall be eligible for a maximum payment of \$ 35 or the cost, whichever is less, of an eye exam. Full-time, permanent employees covered by this Agreement shall have a maximum limit of \$ 100 on frames only.

Reimbursement will be made to the employee following the presentation to the Authority's payroll clerk of a receipted bill from the optician, indicating the type of lenses and the full name of the person receiving the glasses. Accompanying the bill will be a certification, signed by the employee stating:

“I certify that this bill represents a valid claim for reimbursement for vision care received by my or my eligible dependent named herein, and is the only claim requested during the current, contractual period for me or the eligible dependent so named.”

There shall be only one reimbursement each year of the contractual period. Reimbursement shall be made to the employee by the issuance of a supplemental check within ten ( 10 ) days after the Authority has validated and verified the bill and certification. In all cases where lens and/or frames are alleged to have been damaged in job related accidents, if the Authority, in its sole discretion, determines that the damage is job related, it shall pay the full cost to repair or replace same.

- D. Retirement. Upon the employee's retirement, the Authority will continue coverage of all medical benefits, inclusive of the Drug Prescription Program at no cost to the employee. Those benefits will be paid if the employee has served the Authority for twenty-five ( 25 ) years, and if the rights and privileges under the Public Employment Retirement System (PERS) have been observed. In accordance with Chapter 88 of the Public Laws of 1974, N.J. State Health Benefits, all employees shall be entitled, upon normal

retirement under the PERS to receive a lump sum payment at retirement as supplemental compensation for each full day of earned and unused,

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accumulated sick leave which is credited to him on the effective date of retirement. The supplemental compensation will be computed at the rate of one-half (  $\frac{1}{2}$  ) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average, annual compensation received during the last year of their employment, prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed \$ 15,000.

- E. Dental Care Program. The Authority agrees to continue to provide for the duration of this Agreement, the Dental Care Plan as provided by Delta Dental Plan of New Jersey, Inc. covering full-time permanent employees covered by this Agreement and their eligible dependents (Spouse and children under 19 years of age who are full time matriculated students and not employed full-time).
- F. Disability Coverage. The parties agree that all personnel shall receive the New Jersey State Disability Benefit Plan. This benefit incorporates a schedule of benefits on the basis of a payroll deduction of one-half of one percent ( $\frac{1}{2}$  of 1%) of employees base wage and a similar one-half of 1%) of employees base wage contributed by the Authority to defray the cost of this program.

### ARTICLE XIV – WORKING APPAREL

A. The Authority agrees to provide all ~~current and newly hired~~ employees who have completed their probationary period in the Security, Maintenance and Craft Unit with the following set of uniform apparel annually, beginning in January of each contractual year:

- |    | Maintenance   | Security                       |
|----|---|--------------------------------|
| 1. | Winter Coverall – Four ( 4 )  | Pants – Five (5)               |
| 2. | Summer Pants – Four ( 4 )   | Long Sleeve Shirts – Five (5)  |
| 3. | Winter Coat – One ( 1 )   | Short Sleeve Shirts – Five (5) |
| 4. | Winter Hat – One ( 1 )  | Tie – One (1)                  |
| 5. | Summer shirts – Five ( 5 )  | Cap – One (1)                  |
|    |   | Jacket – One (1)               |
|    |   | Rain Jacket – One (1)          |
|    |   | Badge – One (1)                |
| 6. | Work Shoes – A shoe allowance of \$ 100.00 will be provided to each employee in the Unit. The Housing Authority shall designate the style of work shoes for purchase.           |                                |
| 7. | With the exception of work shoes, working apparel shall be replaced on an as needed basis, however, damaged or worn apparel must be turned in to the Authority for replacement. |                                |

Uniforms shall be the property of the Authority and remain in the possession of the employee during employment. Uniforms shall include all safety equipment issued by

the Authority. Employees who report to work and are not in uniform may not be allowed to work their shift.

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- B. As Needed Issue. The Authority shall provide, on an "as needed" basis, all employee work stations with the following:

	Maintenance	Security
1.	Helmets	Flashlight
2.	Knee pads	
3.	Arm-Length Rubber Gloves	
4.	Coveralls	
5.	Foul-Weather Gear (coat, hood, pants and boots)	
6.	Safety Goggles	
7.	Dust Mask	

The general maintenance and upkeep of all the above items will be the responsibility of the Authority. To comply with established safety standards, all employees must use this equipment when and where required.

- C. The Authority will issue to each of its employees an identification badge and Authority emblem which shall be worn at all times during working hours.

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## ARTICLE XV – HOLIDAYS

A. The legal paid holidays to be observed under this Agreement are as follows:

1. New Year's Eve
2. New Year's Day
3. Martin Luther King's Birthday
4. President's Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Eve
15. Christmas Day

A. When a holiday falls on a Saturday, it shall be observed on the preceding Friday.

When a holiday falls on a Sunday, it shall be observed on the following Monday.

When the Christmas Eve or the New Year's Eve holiday falls on a Saturday or

Sunday, they shall be observed on the preceding Friday.

- B. When Christmas and New Year's Day holidays fall on a Saturday, they will be observed on the preceding Friday and the eve of such holidays shall be observed on the preceding Thursday.
- C. By mutual consent of the parties, the date of observance for any holiday may be moved to another date. Also to be observed are any other holidays declared by the legally constituted authorities of the State or Nation.
- D. **An employees must be on pay status in order to be eligible for Holiday pay.**

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#### ARTICLE XVI – VACATION

- A. All permanent and provisional full-time employees covered by this Agreement are eligible for vacation leaves with pay and shall be entitled to the use of vacation leaves as provided herein.
  - 1. For each month of employment during the first calendar year of work - one ( 1 ) day per month.
  - 2. After one ( 1 ) year and up to three ( 3 ) years of service – thirteen ( 13 ) working days.
  - 3. After three ( 3 ) years of service and up to fifteen ( 15 ) years of service – twenty ( 20 ) workings days.
  - 4. After fifteen years of service – twenty-six ( 26 ) working days.

- B. Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis in accordance with established Authority policy.

Vacation schedules will be arranged in accordance with the operational needs of the department. The department head will limit the number of employees off at any one time so as not to cause a disruption of operations and/or staffing problems.

In order to permit an orderly scheduling of workloads, seventy-five percent (75%) of all vacation time will be scheduled in advance.

Employees must have their vacation request submitted before April 1<sup>st</sup>. Once received the requests will be processed and approved before April 30<sup>th</sup>. Employees may take the remaining twenty-five percent (25%) of their vacation time in accord with the remaining contract provisions. In all instances, seniority will be the determining factor in approving vacation requests. Requests, which are not submitted by the deadlines, will be processed after all other requests are approved.



Prior to and after April 1<sup>st</sup>, and individual may request and take time off on a day-per-day basis, provided the requests are submitted five ( 5 ) days in advance and shall specify the actual dates and days to be used.

Requests for vacation leave during an emergency with less notice shall not be unreasonably denied. Vacation leave may be taken in one-half ( ½ ) day increments.

Vacation allowance must be taken during the first calendar year at such time as permitted or directed by the Executive Director, unless it is determined it cannot be taken because of pressures of work. Only one ( 1 ) year of earned vacation allowance may be carried forward to the next succeeding year.

Where an employee has earned vacation in excess of one ( 1 ) year allowance as of September 1<sup>st</sup>, the employee will meet with his/her Department Supervisor to schedule such vacation time as may not be carried into succeeding calendar year, so that no accrued time will be lost.

An employee is entitled to receive, just prior to going on vacation leave, any pay due him during his vacation absence. The employee must submit a written request for such pay at least two ( 2 ) weeks in advance to the appropriate office designated by the Authority.

Upon separation or retirement from the Authority, an employee shall be entitled to vacation allowance for the current year, prorated on the number of months worked during the year in which the separation or retirement becomes effective, plus any vacation leave carried over from the preceding year. If an employee dies having accrued vacation credits, then a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate.

C. The formula for computing the vacation schedule reference in Paragraph A is as follows:

1. Employees with less than three ( 3 ) years of service earn four ( 4 ) hours of vacation leave for each bi-weekly pay period.
2. Employees with three ( 3 ) but less than fifteen ( 15 ) years of service, earn six ( 6 ) hours of vacation leave for each bi-weekly pay period, except for the last full period of the calendar year, when they earn ten ( 10 ) hours of vacation leave.
3. Employees with fifteen ( 15 ) or more years of service earn eight ( 8 ) hours of vacations leave for each full bi-weekly period.

## ARTICLE XVII - SICK LEAVE

Sick leave shall accumulate at the rate of one ( 1 ) day per month in the remaining first year of service, commencing in the first month of date of hire. Employees who have accumulated ten (10) or more of their fifteen (15) sick days for the twelve (12) month period commencing December 16<sup>th</sup> of the prior year and ending on December 15<sup>th</sup> of the current year, will have the option to be paid ten (10) days wages in lieu of carrying over ten (10) of their unused sick days. Any employee wishing to exercise the option must do so by December 15<sup>th</sup> of the current year in which the requirements have been met. This option may not be exercised after December 15<sup>th</sup>. The Authority will make every effort for the term of this Agreement to reimburse employees for their ten (10) unused sick days on that payday closest to the December 25<sup>th</sup> Christmas Holiday. Sick leave shall accumulate year to year with an additional fifteen ( 15 ) days credited to the employee at the beginning of each successive calendar year. Sick leave may be taken in one-half ( ½ ) day increments.

It is assumed that an employee shall remain in the service of the Authority for the remainder of the calendar year, and the total number of sick days, pro rata, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken apportioned on the pro-rata basis, the per diem of pay for the excess days shall be deducted from the final pay.

An employee who has been absent on sick leave for five (5) or more consecutive workdays may be required to submit acceptable medical evidence substantiating the illness.

Employees must earn thirty ( 30 ) days to be eligible to be a participant to sell excess days of thirty ( 30 ) days, not to exceed sixty ( 60 ) days.

1. An employee who uses fifty ( 50% ) percent of allotted sick leave during the first six ( 6 ) months of the calendar year may be required to submit acceptable medical evidence. In cases where an illness is of a chronic or recurring nature, causing recurring absence of one ( 1 ) day or less, only one ( 1 ) submission of such proof shall be necessary for a period of six ( 6 ) months.
2. The Authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

The Authority may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Authority. Such examination shall establish whether the employee is capable of performing his normal duties, and that his return will not jeopardize the health of other employees.

## **ARTICLE XVIII – BEREAVEMENT LEAVE**

In the event of a death in an employee's immediate family (mother, father, step-parent, sister, brother, spouse, child, step-child, ward, grandparents, mother-in-law or father-in-law), five ( 5 ) consecutive work days shall be granted the employee, commencing with the date of death. The employee shall not be charged for these days which fall in his regularly scheduled workdays. In the event of the death of an employee's aunt, uncle, nephew, brother-in-law, sister-in-law, step-brother, step-sister, niece, and significant other\*, an employee shall be granted a day of no-chargeable leave with pay to attend the burial. The Authority may require proof of death and legal kinship.

\*As recorded in Personnel File

## ARTICLE XIX – PERSONAL LEAVE

Each employee covered by this Agreement shall be entitled to three ( 3 ) personal days per year to be used at the discretion of the employee. Personal leave shall not be cumulative, and any such leave credit remaining at the end of the calendar year shall be cancelled. Employees will be required to repay used, but unearned personal leave.

Personal Leave may be taken in one-half ( ½ ) day increments, with employees requesting such leave in advance. New employees shall accumulate said leave on a pro-rated basis. In case of an emergency, an employee may utilize a half day of personal time.

## **ARTICLE XX – JURY AND OR WITNESS DUTY**

An employee shall be granted necessary time-off, without loss of pay, when summoned to perform jury duty as prescribed and required by applicable law. The employee, so obligated, shall receive full pay from the Authority for all time spent on jury duty.

When an employee is summoned or subpoenaed to appear as a witness before a court, legislative committee, or judicial or quasi-judicial body, he shall be granted necessary time off, without loss of pay, if such appearance is during his scheduled work shift. The employee shall notify his immediate supervisor immediately of his requirement of time and subsequently furnish evidence that he performed the jury or witness duty for which time off was requested.

## ARTICLE XXI – MILITARY LEAVE

A permanent employee who enters upon active duty with the Military Service in time of war or emergency shall be granted a leave of absence for the period of service and four ( 4 ) months thereafter. In case of a service-connected injury or illness which prevents an employee from returning to work, such leave shall be extended until three ( 3 ) months after recovery, but shall not exceed two ( 2 ) years after the date of discharge.

A permanent employee who enlists in a reserve component of the Armed Forces and is required to perform an initial period of active duty for training shall be granted leave of absence for such period of training.

A permanent employee who is a member of the National Guard or a reserve component of the Armed Forces who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period of time. Time off with pay shall be given any member of the National Guard or Reserved Forces to attend required drills. The work schedule may be adjusted to accommodate the scheduled drills.



**ARTICLE XXII – INVOLUNTARY RESIGNATIONS  
FOR UNAUTHORIZED ABSENCE**

Any employee who is absent from duty for five ( 5 ) consecutive work days without notice and approval of the Authority of the reason for said absence and the anticipated time of return, or who fails to report to duty within five ( 5 ) days after the expiration of any authorized leave, shall be considered to have resigned and not in good standing. Such resignation will be handled as a disciplinary matter in accordance with the terms of the Discipline Article of this Agreement.

The Authority shall report the resignation, in writing, to the Civil Service Department and the Union. Notification to Civil Service will only be made for those employees who have Civil Service status. The Employee shall be properly notified, by personal service or by certified mail, return receipt requested, of his involuntary resignation and of the precise reasons therefore, and of his entitlement to an appeal hearing.

## **ARTICLE XXIII – OCCUPATIONAL INJURY**

An employee who suffers injury arising out of and in the course of employment with the Authority shall from the date of his first absence from work due to such injury to the date he is deemed able to work, receive only the temporary Disability allowed pursuant to the Workman's Compensation Proceedings. Upon presentation of a written opinion from the examining physician designated by the Authority in said proceedings that said employee is able to return to work and fully perform duties set forth in his job classification, said employee shall be restored to his original job classification and shift at the appropriate rate of pay with no loss of seniority or other rights, benefits or privileges.

The employee, while out on temporary disability due to an on the job injury will not continue to accrue sick leave or vacation benefits. If the employee receives an award for permanent disability in such Worker's Compensation proceedings, before being restored to his original job classification, the employee shall be required to present a written opinion from two (2) licensed physicians, one (1) of which shall be the examining physician in such proceedings, that said employee is able to return to work and fully perform the duties of his original job classification at the time he sustained his occupational injury.

## ARTICLE XXIV – SENIORITY

- A. Employees shall be considered to have Authority seniority upon successful completion of the probationary period for any permanent position effective on the first day worked following probation, but computed from the date of initial hire. Such seniority is accumulated unless there is a break in service.
  
- B. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off. However, seniority that occurred prior to lay off shall be continued upon recall and reemployment within two (2) years of layoff.
  
- C. If an employee is promoted and does not succeed in the new position, he/she may return to their previously held position without loss of seniority.
  
- D. The Authority agrees to supply the Union with a seniority list twice (2) a year.

## ARTICLE XXV – PROMOTION

- A. Promotion means the advancement of an employee to a higher title with a higher salary.
- B. Upon promotion of an employee, all sick, vacation and administrative leave balance shall be retained by the employee.
- C. When an employee is promoted to a higher position and does not succeed, he/she shall have the opportunity to return to their previously held title within three (3) months.

## ARTICLE XXVI – TRANSFER AND/OR REASSIGNMENT

- A. Definition. Transfer and/or reassignment is the movement of an employee from one position or from one job assignment to another, within the same job title. Such employee movements are either:
1. Permanent, made for indeterminate periods; affected employees shall be given three ( 3 ) working days notice of intended transfer or assignment;  
or
  2. Temporary, if made for a period not to exceed thirty ( 30 ) days.
- B. The transferring and/or reassigning of an employee may be made in accordance with the managerial responsibilities of the Authority to improve or maintain operational effectiveness or to provide employee development and job training or a balance of employee experience in a work area. The Authority shall give consideration to employees with seniority who wish to be transferred or reassigned to job openings in the other projects of the Authority. The Authority will not transfer or reassign an employee without giving due consideration to the employee's seniority. All other considerations being equal, seniority shall prevail.

## ARTICLE XXVII – EMPLOYMENT POSTING

- A. New Positions. The Authority shall notify the Union, prior to posting on employee bulletin boards throughout the various Housing Projects, about the creation of all new positions whether entrance or promotional, job title and rate of pay for the new positions. The Union will have the opportunity to respond in writing within seven ( 7 ) workings days to the notification from the Authority, subject, however, to the provisions as set forth in the Management Rights Article.

The Authority will then post an announcement of the newly created position on all the bulletin boards seven ( 7 ) working days in advance of the closing date for filing the vacancy. The notices will contain: job title, a description of the work, the place of employment, rate of pay, and the hours of work. A copy of the announcement shall be mailed to the Union.

- B. Other Vacancies. Notice of all other job vacancies shall be posted on all employees bulletin boards throughout the Housing Projects seven ( 7 ) working days in advance of the closing date for filing the vacancy. The notices will contain: job title, a description of the work, the place of employment, the rate of pay and the hours of work. A copy of such notice shall be mailed to the Union.

C. Applying for Posted Job Opportunities. All permanent employees in the same job title, shall be given the chance to apply, in writing, to the Authority to fill the job opportunities provided in Sections A and B. The Authority shall make a reasonable attempt to notify all affected employees who are out of work because of sickness, leave of absence or vacation for more than ten ( 10 ) days of any bids regarding job openings ( both promotional and lateral openings). A copy of each application and reason for selection or non-selection shall be mailed to the Union. In selecting a candidate, all other considerations being equal, seniority will prevail. If a candidate in the same job title is not selected, then the vacant position shall be posted and open to bids (Internal Applications) from employees in lower job titles. A copy of each application and reason for selection or non-selection shall be mailed to the Union. The Authority, however, reserves the right to the final decision among the bids received with due consideration given to a candidate's Authority seniority.

If a candidate in a lower job title is not selected, than the Authority may advertise in newspaper notices and receive applications from candidates outside the Authority. An outside appointment, will, however, only be made providing the outside applicant is, in the opinion of the Authority, more qualified than employees already in the employment of the Authority.

D. Seniority Postings. Seniority lists will be posted by the Authority on employee bulletin boards throughout the Housing Projects, following their having been brought up to date on July 1<sup>st</sup> and January 1<sup>st</sup> of each year. Such listings will contain the employee's name, job title, date of hire and number of vacation and sick accrued. A copy of the seniority list shall be mailed to the Union.

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#### **ARTICLE XXVIII – LAY-OFF AND RECALL**

A. When it is necessary to lay off employee(s), the Union shall be notified as far in advance as possible but not less than forty-five (45) days before lay off occurs. The Authority shall supply the Union with a seniority list of all employees, identifying those directly affected in advance of the lay off.



- B. Permanent employees within the Authority will not be laid off before Contract, temporary or those on probation.
- C. The Authority shall provide a minimum of forty-five (45) days notice prior to a lay off.
- D. Whenever possible, the Authority will try to identify all employment opportunities and to avoid lay off by transferring, reassigning or offering available vacancies to affected employees.
- E. Employees shall be laid off in the inverse order or seniority.
- F. The names of permanent employees laid off shall be placed on a list for recall for two (2) years.
- G. Recall shall be in the reverse order of seniority in which they were laid off.
- H. An employee who is recalled must be notified in writing at the last known address and must respond to notification within ten (10) days.

- I. A recalled employee accrues no additional vacation and sick leave while on lay off. Upon reinstatement, he/she is considered to have continuous Authority seniority minus the lay off period, when computing earned vacation and sick time.

## ARTICLE XXIX - WORK HOURS

- A. Hours of Work. The parties agree that the normal hours of work for all employees, in existence at the signing of this Agreement and unless changed by mutual consent , shall not exceed a maximum of forty (40) hours per work week and shall remain in full force and effect for the duration of this Agreement. Either party reserves the right to request a change in normal working hours, but no change shall be made unless mutually agreed to.

Maintenance employees' regular workday shall begin at 8:00 a.m. and end at 4:30 p.m.

Security employees' regular workday shall be any continuous eight (8) hour period within a twenty-four (24) hour period.

- B. Work week. The work week shall consist of five (5) consecutive days. Monday through Friday, inclusive, except for employees for whom Saturday and Sunday fall regularly within the first five (5) days of their work week.
- C. Work Schedule. Work schedules showing the employee's shifts, workday and hours, shall be posted prominently on all work section bulletin boards at all times. Except for emergency situations, changes in work schedules shall be posted one (1) week in advance.
- D. For Maintenance employees both morning and afternoon breaks will be attached to the thirty ( 30 ) minute unpaid lunch break, giving employees one hour off, (thirty ( 30 ) minutes unpaid). Lunch breaks will consist of a sixty ( 60 ) minute lunch period to be taken midway through an employee's shift. Lunch break time is non-cumulative and cannot be used in lieu of late arrival to work or early departure from work. The scheduling of lunch breaks will be on a project basis at the direction of the foreman or designated employee in charge. Employees shall not be required to remain at a specific work location during a lunch break period.
- E. For Security employees, breaks will be two (2) separate fifteen (15) minute periods. One will be observed mid-way between the start of the shift and lunch period, the other after lunch and mid-way before the end of the shift. The lunch period will consist of a thirty (30) minute period to be taken mid-way through an employee's shift. The employee may not be able to be relieved for either break or lunch periods and therefore must be able to be available to respond to emergencies during this period.

## ARTICLE XXX - OVERTIME

An employee required to work beyond his regular eight (8) hour shift shall be paid overtime at the rate of time and one-half time **per hour**. **The** Authority will give advance notice, if practicable, of at least eight (8) hours of overtime to each employee concerned.

Employees required to work on the sixth (6th) day of their regularly scheduled work week shall be paid time-and-one-half the rate paid for hours worked in a regular work day, and double-time for any additional hours worked provided the employee worked **or was in pay status** ~~full-time each day of the preceding five (5) work days~~. Employees required to work on the seventh (7th) day of their regularly scheduled work week shall be paid double the rate paid for hours worked within a regular workday, and double time and one-half for any additional hours worked provided that the **employee was in pay status**. ~~worked full-time each day of the preceding six (6) days~~. **For the purposes of this Article, all Holiday hours and hours of leave not worked for which an employee is compensated shall be regarded as hours worked for the computation of overtime in the work week.**

When an employee is required to work on a holiday as part of his regularly scheduled work week, he shall receive his regular day's pay, plus time and one-half for the first eight (8) hours worked and double time for all hours worked in excess of eight (8) hours.

Any employee required to work overtime on a call-in basis shall receive a minimum of four (4) hours pay at the appropriate rate. An employee who refuses an overtime or call-in assignment with a reasonable excuse will not be subject to disciplinary action.

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As far as practicable, equalization of overtime will be followed. Payment of overtime shall be issued to the employee in the next succeeding payroll or in between payrolls on supplementary basis, but shall not exceed fifteen ( 15 ) days.

### **ARTICLE XXXI - OUT-OF-TITLE-WORK**

The parties agree that employees should be assigned work appropriate to and within their job classification.

Employees temporarily assigned to work in higher titles, after the tenth (10th) day, shall receive the salary of that step of the range in which advancement has been made, guaranteeing an increase of at least one (1) incremental step in the salary range from whence the employee advanced, retroactive to the first day of assignment to the higher title. Temporary assignments shall not exceed thirty (30) days. The Executive Director of the Authority or his designee shall designate, in writing, the employee assuming a temporary assignment into a higher title.

Instances of out-of-title work, identified by the union and formally brought to the attention of the Authority, shall be corrected immediately or phased out at the earliest time, which shall, in any case, be no later than thirty (30) days from the time of notification by the Union. Should the Authority find it necessary to continue an out-of-title assignment beyond thirty (30) days, the parties agree to meet and review the status of the assignment. Any disputes as to whether the work is within the job classification of the employee(s)

involved or concerning the phasing out period will be resolved through the grievance procedure.

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It is hereby understood between the Authority and the Union, upon Union notification, the Authority will investigate any alleged regular practice of assigning out-of-title work to employees, e.g., Administrative Clerical Units direct delivery to tenants at their apartments of paints and other maintenance supplies, transporting of Housing Authority Commissioners and/or Managers. It is further understood by both parties that whenever an employee is required to make bank deposits, the Authority will provide adequate security protection.

**ARTICLE XXXII – COMPUTER DISPLAY TERMINAL OPERATOR**

Employees who operate a computer or video type machine shall be eligible for bi-annual eye exams at the reimbursement rate for the cost of glasses in Article XIII. Computer operators who are pregnant and experiencing discomfort at her station may request reassignment to another job allowing greater flexibility in position and posture.



### **ARTICLE XXXIII – SUBCONTRACTING OF WORK**

If during the term of this Agreement, the Authority contracts out or subcontracts work normally performed by employees covered by this Agreement and such action results in lay-off or job displacement, employees affected will be given every opportunity available to continue employment within their classification or any other position available for which they are qualified prior to lay-off or similar action. An employee thus affected will be protected by the provisions of this, Agreement and by any relevant Civil Service Rules and Regulations.

The Authority will meet with the Union to negotiate all incidents of contracting or subcontracting whenever it becomes apparent and a lay-off or job displacement may result.

#### **ARTICLE XXXIV - SAFETY AND HEALTH**

The Authority will, at all times, maintain safe and healthful working conditions for its employees and will provide employees with appropriate safety devices, which may be available upon request to the Authority. When such materials are issued, it is the employee's obligation to use them.

The Authority will provide full-time employees covered by this Agreement, on an as needed basis, with wearing apparel, tools and other appropriate safety devices. When such materials are issued, it is the employee's obligation to use them. All tools issued to employees become their responsibility and must be returned.

No employee will be required to work in an area or in an apartment when considered by their immediate supervisor to be hazardous, unsafe or unhealthy. No employee will be required to enter an apartment when confronted by a ferocious animal. All such conditions shall be reported to the Authority for immediate, corrective action.

**ARTICLE XXXV - PERSONNEL FILES**

For the purpose of this Agreement, a personnel file is defined as any and all recorded matter concerning the employee, wherever located or whomever recorded and kept.

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his personnel file. The Authority has the right to have such review and examination take place in the presence of a designated official. The Authority shall honor the request of an employee for copies of pertinent documents from his file, and the Authority may charge a reasonable rate for duplicating such documents. If any material derogatory or adverse to an employee, is placed in his personnel file, a copy of such material must be sent to the employee, who may then file a written response of reasonable length to be attached and retained with the material in question in his personnel file. Upon presentation of a consent signed by the employee, the Union shall have the right to review the employee's personnel file in the presence of a designated official of the Authority.

### **ARTICLE XXXVI - PRINTING OF AGREEMENT**

Within fifteen (15) days after the end of negotiations the typing of proof-copy shall be completed by the designated party. Following thirty (30) days thereafter, both parties will have completed the proof-reading. Upon mutual agreement to the accuracy of its content, the parties will sign the contract.

Within thirty (30) days after the signing of this Agreement, the Union will reproduce this Agreement in sufficient quantities so that each employee in each Unit will receive a copy, and so that there are sufficient, additional copies for distribution to employees hired during the term of this Agreement and for additional copies to the Authority. The Union shall distribute such copies of the Agreement to all employees in each unit and to the Authority within a reasonable period of time after the Agreement has been executed. The cost of reproduction of this Agreement shall be shared equally by both parties.

### **ARTICLE XXXVII - LABOR/MANAGEMENT MEETINGS**

A committee, consisting of Authority and union Representatives, may meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise therefrom. These meetings are not intended to by-pass the grievance procedure, nor to be considered collective negotiating meetings, but rather are intended as a means of fostering good sound employment relations through communications between the parties.

Either party may request a meeting with the other and shall submit a written agenda of topics to be discussed seven (7) days prior to said meeting. A maximum of three (3) Union representatives may attend such meetings, and if held during work hours, they shall be granted time to attend without loss of pay.

**ARTICLE XXXVIII - EFFECT OF LAW**

- A. Legislative Action. If any provisions of this Agreement require adoption or modification of the Rules and Regulations of the Civil Service System to become effective, or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary action or rule modification is enacted, and that the parties may jointly seek, if feasible, the enactment of such action or rule modification.
  
- B. Saving Clause. If any provision of this Agreement shall conflict with any Federal or State Law or Housing and Urban Development (HUD) agreement or regulation or have the effect of elimination or making the Authority ineligible for HUD funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. Upon request of either party, the Authority and the Union agree to meet and renegotiate any provision so affected.

**ARTICLE XXXIX - TERMS OF AGREEMENT**

The terms and effect of this Agreement for all Maintenance and Craft Unit Employees shall be in force commencing on January 1, 2004 and shall remain in effect and full force through December 31, 2007.

The terms and effect of this Agreement for all Security Unit Employees shall be in force commencing on the date this agreement is executed and shall remain in effect and full force through December 31, 2007. It shall be automatically renewed from year to year thereafter, unless either party shall give written notice sixty (60) days prior to the expiration date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

The Authority and the Union acknowledge this is to be their complete Agreement.

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In witness whereof, the Authority and the Union have caused this Agreement to be signed by their duly authorized representative as of this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

For the Housing Authority of the City of Trenton:

\_\_\_\_\_  
Dallas Parks, Executive Director

For the Communications Workers of America:

\_\_\_\_\_  
Carolyn C. Wade, President

\_\_\_\_\_  
Mel Weldon, Branch President

CWA Local 1040  
Committee Members:



