

04/12/2006 05:56PM

AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 469
3400 HIGHWAY 35, SUITE 7
HAZLET, NJ 07730
732-888-0100

AND

THE HOUSING AUTHORITY OF THE CITY OF GARFIELD
71 DANIEL P. CONTE COURT
GARFIELD, NJ 07026
973-340-4170

EFFECTIVE DATE: APRIL 1, 2003
EXPIRATION DATE: MARCH 31, 2006

PREAMBLE

This Agreement, made this 1st day of April, 2003 between GARFIELD HOUSING AUTHORITY (hereinafter called the Employer), and TEAMSTERS LOCAL 469 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter called the Union);

WHEREAS, the parties have carried on collective negotiations for the purposes of developing a contract governing wages, hours of work and terms and conditions of employment;

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

ARTICLE I

RECOGNITION

The Employer hereby recognizes LOCAL NO. 469 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTER, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA as the exclusive representative for the purposes of collective negotiations with respect to wages, hours of work and other terms and conditions of employment provided for in this Agreement for regularly employed full-time employees employed by the Garfield Housing Authority including the following: Assistant Maintenance Supervisor, Senior Maintenance Repairers, Maintenance Repairers, Painters, Janitors, Recycling Coordinators, Security Guards. Excluding Managerial executives, confidential employees and supervisors within the meaning of the Act.

ARTICLE II

DUES CHECK OFF

Section 1. The Employer agrees, for each of its employees covered by this Agreement, who in writing authorized the Employer to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee membership in the Union. Deductions shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.

Section 2. The Union dues deducted from an employee's pay will be transmitted to the Secretary Treasurer of the Union Local 469 by check within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

Section 3. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15.9 e) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.

Section 4. The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE III

AGENCY SHOP

Section 1. Effective upon execution of this Agreement any employee in the bargaining unit, who has passed the probation period, and who does not join the Union within ninety (90) days thereafter, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty five percent (85%) of the regular Union membership dues fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of representation fee at any time to reflect changed in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 2. The Union agrees that it will indemnify and save harmless the Employer against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE IV

UNION REPRESENTATION

Section 1. Upon notification to and approval by the Executive Director, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union business, and will not unduly interfere with the normal

working operations of the Employer. The Union agrees that it will notify the Employer in writing as to the name of the employee designated as steward, and the Union further agrees that the privilege of attending to legitimate Union business during working hours shall not be abused.

Section 2. The Employer recognized the right of the Union to designate job stewards and alternates.

The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate local Union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information
 - A) have not be reduced to writing, or
 - B) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts, provided the Union takes all reasonable affirmative action to prevent and/or to stop any unauthorized acts.

The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppages in violation of this Agreement.

Stewards shall be permitted to investigate, present and process grievances up to a limit of one (1) hour per grievance.

Section 3. A duly authorized representative of the Union, designated in writing after notice to the lead man during reasonable business hours, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this agreement provided, however, that there is no interruption of the Employers working schedule.

Section 4. The Employer will notify the Union in writing of all appointments, promotions, demotions, transfers, suspensions and discharges within thirty (30) days of such action or change.

The Employer will notify the Union thirty (30) days prior to a layoff.

ARTICLE V

NO STRIKE NO LOCKOUT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Section 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto acknowledging that strikes are illegal under New Jersey law, the Union, its officers, members, agents or principals will not

engage in, or sanction, strikes, slowdown, job action, mass resignation, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.

Section 3. The Employer shall have the right to discharge or discipline any employee participating in a strike, slowdown, or other such interference.

ARTICLE VI

MANAGEMENT RIGHTS

A. Subject to and in accordance with applicable law, including but not limited to N.J.S.A. 34:13A (Public Employer-Employee Relations Act), management of the Employer's operations and the direction of its working force, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, or equipment, shut down or discontinue its operations in whole or in part, or change any method of operations, shall be vested solely and exclusively in the Employer. Management shall have the right to subcontract or sublet any work at any time in any department. Subject to the provisions of this Agreement, the Employer shall have the exclusive right to schedule and assign work to be performed and the right to hire or rehire employees, promote, recall employees who are laid off, demote, suspend, discipline or discharge (or proper cause), transfer or layoff employees because of lack of work or other legitimate reasons, it being understood, however, that the Employer shall not discipline or discharge an employee except for proper cause or otherwise improperly discriminate against the employee.

B. The Employer shall have the right to establish, maintain, amend from time to time, and enforce reasonable rules and regulations to assure orderly operation of the Employer's business.

C. The Employer reserves the right as a legitimate exercise of its authority to require an employee to submit to a controlled substance and/or alcohol test as a condition of continued employment. The Employer will not require such a test unless it observes abnormal behavior or has a reasonable suspicion of controlled substance and/or alcohol abuse.

ARTICLE VII

GRIEVANCE PROCEDURE

PURPOSE: A. The purpose of the Grievance Procedure is to secure, at the lowest level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve such grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure shall be kept as informal as may be appropriate.

DEFINITION: The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this agreement and may be raised by an individual, the Union, or the Employer.

STEPS OF THE GRIEVANCE PROCEDURE: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE: An aggrieved employee shall institute action under the provisions hereof, by reducing the grievance to writing and submitting it to his supervisor within five (5) work days

of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his supervisor for the purpose of resolving the matter informally; a Union representative may be present at the meeting. Failure to act within said five (5) work days shall be deemed to constitute an abandonment of the grievance. The supervisor shall render a decision in writing within five (5) working days after receipt of the grievance.

STEP TWO: In the event the grievance has not been resolved through Step One, then within five (5) working days following determination by the Supervisor, the matter may be transmitted to the Executive Director or his/her designee. In the event the Executive Director deems it valuable, during the interim ten (10) day period, a meeting may be held between the Executive Director or his/her designee and the aggrieved and his/her representative.

The Executive Director or his/her designee shall render a decision in writing within ten (10) working days from receipt of the grievance. If he/she fails to respond within ten (10) days, the grievance shall be deemed denied.

STEP THREE: In the event the parties do not come to a satisfactory resolution in the previous steps, the grievance shall be referred to the Review Board of Local 469. The Review Board shall be comprised of the three independent agents of Local 469. The Review Board shall hear the matter within ten (10) days from the date of the last meeting between the representatives of Local 469 and Garfield Housing. At this level, all pertinent data shall be reviewed and investigated impartially in order to ascertain the merits of the grievance to proceed to the arbitration level. The Review Board shall consider all testimony given by all parties at prior steps of the grievance procedure, and will render its decision within the ten

(10) days in writing to both the Grievant and Garfield Housing Authority as to whether the grievance meets the approval of the Review Board to proceed to Arbitration. If it cannot be resolved at this level, either party may refer the dispute to the New Jersey PERC. After PERC submits a list of Arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The opinion and award of the arbitrator shall contain specific findings of fact and a full rationale for the conclusion(s) reached.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

ARTICLE VIII

PERMANENT PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first ninety (90) calendar days of employment, during which time the Employer can reprimand or discharge without being challenged by the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new employees will be placed on the seniority list retroactive to the first day of work. In addition the probationary period may be extended up to an additional forty-five (45) days with the consent of the Union. During the probationary period, a new employee earns but cannot receive paid vacation, sick or personal leave.

ARTICLE IX

NON-DISCRIMINATION

Section 1. There shall be no discrimination or interference, by the Employer or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate employees into membership.

Section 2. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, handicap, political affiliation, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE X

MILITARY LEAVE

The Employer agrees to abide by all applicable provisions of the Universal Military Training and Service Act.

Any employee who is a member of the National Guard Armed Forces, or reserve component of the Armed Forces of the United States shall be re-employed in accordance with whatever law or laws are in affect and which apply to his/her particular circumstances. Employees subject to this Agreement shall receive additional Military Leave benefits in accordance with Garfield Housing Authority policy being fifteen (15) days for training in one calendar year. The employee shall be paid the difference between his salary and any monies paid to him while on duty with the armed services

ARTICLE XI

PERSONAL DAYS

Each employee covered by this Agreement may receive three (3) days leave with pay for personal business during each fiscal year of this Agreement. This leave shall not be cumulative from year to year. Employees are required to give at least three (3) days working days prior notice to the supervisor of their request for personal leave. The granting of personal leave shall not interfere with the efficient operation of the Department. In rare cases of serious personal or family emergencies, the five day requirement may be waived, if the Supervisor considers the situation serious enough to warrant an exception to the rule.

ARTICLE XII

SICK LEAVE/TERMINAL LEAVE

Section 1. Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of employee.

Section 2. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified before 8 a.m. as to his absence for the day. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3. Sick leave shall be earned in the following manner:

a. One and one-quarter days for each full month of service with the Employer during the first year of employment.

b. Fifteen days per year for each year for each year of service with the Employer thereafter, beginning with the second year of employment. Sick leave will be accrued at the rate of one and one quarter (1-1/4) days per month.

c. Unused accrued sick leave shall accumulate from year to year.

SECTION 4. Employees who retire in accord with the provisions and requirements of the Public Employment Retirement System shall receive terminal leave in the amount of one day's pay for each two days of accumulated sick leave to a maximum of \$15,000.

ARTICLE XIII

WORKING AT DIFFERENT RATES

An employee assigned to a higher approved title with a higher rate of pay for five (5) consecutive working days shall be paid the minimum salary in the higher range in addition to their regular pay.

ARTICLE XIV

PAYDAY

Employees will be paid by check every week on Wednesday. Employees will be paid during working hours. When payday falls on a holiday, the preceding day will be pay day. The pay period runs from Saturday of one week through Friday of the following week.

ARTICLE XV

SANITARY CONDITIONS

The Employer agrees to maintain a clean, modern, sanitary washroom having hot and cold running water with toilet facilities.

ARTICLE XVI

PROMOTIONS/PROVISIONAL APPOINTMENT

Section 1. The Employer agrees to fill all job vacancies in the bargaining unit from within the bargaining unit before hiring new employees, provided said employee(s) are qualified to perform the work.

Section 2. The Employer shall post all approved job vacancies. The Employer shall post a name of the job classification, location of assignment and the requirements. In addition, the notice shall invite written bids from the employee. This notice shall remain posted on all bulletin boards for five (5) working days. Employees on vacation or on sick leave the right to bid immediately upon return from vacation or sick leave provided they were on vacation or on sick leave the entire posting period. Bids will only be considered if the employee meets all of the posted requirements and is an "employee in good standing" (no unsatisfactory ratings in performance, attendance or promptness, in the last six (6) months.)

Section 3. Promotions shall be awarded first on the basis of experience, qualifications, previous job performance, attendance and promptness history, supervisor's recommendations and then on seniority.

Section 4. The successful bidder shall receive a trial period of ninety (90) working days.

Section 5. The Union and the employees will be kept advised of the progress made in learning the new assignment. If the employee fails to meet these requirements within the trial period, such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never left.

ARTICLE XVII

HOURS OF WORK

The Employer agrees to schedule each employee for seven (7) hours of work each day and thirty-five (35) hours of work each week. There shall be no split shifts. The normal schedule is Monday through Friday 8 AM to 4PM, except for the security personnel.

The Employer shall allow a one (1) hour unpaid lunch period each day.

The Employer agrees to allow a paid one-half (½) hour lunch period for each subsequent four (4) hours the employee is required to work.

The Employer shall allow a paid fifteen (15) minute break during the morning and in the afternoon. The Employee shall also be allowed a paid ten (10) minutes at the end of the work day to clean up.

Employee performing emergency work such as Snow Plowing, Sanding, Flood Control, Storm Damage, etc., for more than four (4) consecutive hours outside their normal work day may take a paid rest period of one (1) hour after each four (4) hours of such work.

ARTICLE XVIII

PREMIUM PAY

The Employer agrees to pay premium wages in accordance with the following rules:

One and one half (1-1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the Employer in excess of thirty-five (35) hours in one work week.

2. All hours approved and worked prior to the employee's scheduled starting time.

3. All hours approved and worked on any Saturday or Sunday.

4. All hours approved and worked when an employee is called back to work after quitting time or is called into work on a Saturday, Sunday or Holiday. Employees called to work or called in on weekends or on holidays will be guaranteed two (2) hours work or pay in lieu thereof.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment. The method of recording an employees overtime will be as follows:

1. Overtime employee physically worked.
2. Overtime employee orally refused.
3. Overtime employee was too ill to work.

The Employer or Shop Steward will maintain a current list of overtime actually worked together with overtime charges in accordance with the above paragraph.

There shall be no pyramiding of overtime.

All available employees shall make every effort to work emergency overtime when requested, unless excused by the Employer.

The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of seven (7) hours in a work day or thirty-five (35) hours in a work week.

ARTICLE XIX
HOLIDAYS

Section 1. The following days are designated as holidays for all employees covered by this Agreement.

NEW YEARS DAYS
MARTIN LUTHER KING DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
VETERANS DAY

LABOR DAY
COLUMBUS DAY
THANKSGIVING DAY
FRIDAY AFTER THANKSGIVING
*HALF DAY CHRISTMAS EVE
CHRISTMAS DAY
*HALF DAY NEW YEARS EVE
GENERAL ELECTION DAY

*Which shall be alternated amongst the employees.

Section 2. Employees who do not work on the observed holiday shall receive their regular daily rate of pay for such day provided that any absence occurring on the day before or the day after the holiday has been authorized and/or paid for by the Employer. If the absence is due to illness, the Employer shall request reasonable proof of such illness.

Section 3. Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as referred to in Article XVIII of this agreement, whichever is greater, (exclusive of any lunch break) on such holiday. For work during Thanksgiving, Christmas and New Years' Day, employees shall receive their regular holiday pay plus two (2) times the straight time hourly rate per Article XVIII in lieu of any other premium pay.

Section 4. Any holiday which falls on a Saturday shall be celebrated the preceding Friday and any holiday which falls on Sunday shall be celebrated the following Monday.

ARTICLE XX

VACATIONS

Section 1. Full time employees who have completed their ninety (90) day probationary period entitled to an annual vacation with pay shall accrue to said employees as follows:

1st through 5th year	12 working days per year
6th through 10th year	15 working days per year
11th through 15th year	20 working days per year
16th year and over	21 working days per year
17th year and over	22 working days per year
18th year and over	23 working days per year
19th year and over	24 working days per year
20th year and over	25 working days per year

An employee earns vacation leave pro-rated at the end of every month based upon his/her length of service as specified above.

For the purpose of computing vacation entitlement 7 hours at the employee's regular straight time hourly rate of pay shall constitute a working day.

Employees shall submit their requests for vacations on or before April 1st and the Employer shall response to such requests on or before April 15th of each year. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority within title insofar as effective staffing requirements permits.

Employees shall only be allowed to carry over their vacation to the following years with the approval of the Executive Director.

Employees shall receive vacation pay in advance of their vacation provided they furnish the Employer with written request for same at least two weeks in advance of their scheduled vacation.

In the event a holiday falls during an employees vacation period, such employees shall enjoy an additional vacation day with pay at a mutually agreed upon time. Vacations may be taken throughout the calendar year.

In the case of discharge, dismissal, or voluntarily leaving the Garfield Housing Authority, the employees vacation shall be prorated from the beginning of the fiscal year, and accrued, unused vacation leave paid upon termination. In the event of an employee's death, unpaid vacation for the year shall be paid to his/her estate.

Employees may request a change in their vacation schedule by submitting a request to the executive director at least five (5) days in advance of their scheduled vacation.

In the event of a death in the employees family while an employee is on vacation, the employee may request to reschedule their vacation, subject to the approval of the executive director.

ARTICLE XXI

DEATH IN THE FAMILY

Wages up to three (3) days will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at the funeral of mother, father, sister, brother, spouse, children and mother-in-law, father-in-law, and any other relative residing in the household. Said absence may be extended by the Executive

Director. Payroll may charge leave to vacation or personal leave until proof of death is submitted, if such proof is required in any given instance.

ARTICLE XXII

CLOTHING ALLOWANCE

The Housing Authority will provide five (5) uniforms, five (5) sets of shirts (long sleeve or short sleeve), five (5) t-shirts, two (2) sweatshirts, four (4) pairs of pants, spring/fall jacket, winter coat, rain boots, rain coat and work boots, to be replaced when damaged or worn-out due to use and returned to the Housing Authority, whereupon the employee will be provided a \$120 shoe allowance to be used at Meltzer's on Outwater Lane, Garfield, New Jersey.

ARTICLE XXIII

SAVING CLAUSE

Section 1. It is understood and agreed that is any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or circumstances shall not be affected thereby.

ARTICLE XXIV

SAFETY

The Employer shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor, the working

conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. Normally if the supervisor takes the responsibility and directs the work to continue, the employee shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this Agreement.

The Employer shall provide all safety equipment necessary for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use.

ARTICLE XXV

JURY DUTY

Section 1. An employee summoned to jury duty shall receive his regular pay from the Employer without interruption or deduction for such period. Such employee shall call the courts each evening to find out if he/she is scheduled and shall report to work when he/she is not scheduled for jury duty.

Section 2. Any payment received for jury duty shall be returned to the Employer.

ARTICLE XXVI

BULLETIN BOARDS

The Union shall have the use of bulletin boards on the Employer's premises for posting notices relating to Union meetings, official business, and social functions only. No defamatory or malicious writing of any nature whatsoever shall be placed on the bulletin board and the Union agrees to immediately remove any such defamatory or malicious writing which may be posted.

ARTICLE XXVII

WAGES/STEPS

1. Effective on the signing of this Agreement all employees shall receive an across-the-board wage increase of three percent (3%) over their total 2002 base salary as of April 1, 2003.

2. All employees shall receive a salary increase of three (3) percent in 2004 over their 2003 base salary. There shall also be a three (3) percent salary increase in 2005 over their 2004 base salary.

3. As of the effective date of this agreement, there shall be implemented a step system in lieu of longevity which is attached as Appendix A which shall remain in affect.

ARTICLE XXVIII

HEALTH BENEFITS

To be provided by the Employer as currently in effect, however, the eyeglass benefits shall be increased to \$250 for the term of this contract.

ARTICLE XXVIX

DURATION OF AGREEMENT

The provisions of this Agreement shall become effective on April 1, 2003 and shall continue in full force and effect until April 1, 2006, both dates inclusive. The provisions of this Agreement shall be applicable only to those employees in the employ of the Employer on the date this contract and all future employees employed by the Employer in the job classifications covered by this Agreement.

Unless one party hereto gives notice to the other party in writing at least (60) days prior to March 31, 2006 this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party a written notice of its intent to terminate, modify or amend said Agreement at least sixty (60) days prior to any anniversary of the original expiration date.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives this 1st day of April, 2003.

HOUSING AUTHORITY OF THE
CITY OF GARFIELD

BY: *Anthony De Marco*

BY: _____

BY: _____

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS LOCAL 469

BY: *Angelo Spriggs*
ANGELO SPRIGGS

BY: *Edward O Calderio*
EDWARD O CALDERIO

BY: *James LaPlaca*
JAMES LAPLACA