

**PREAMBLE**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 between HOUSING AUTHORITY OF THE CITY OF PASSAIC or HACP (hereinafter called the Employer HACP, and TEAMSTERS LOCAL NO. 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 TEAMSTERS LOCAL NO. 469 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 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 all blue collar maintenance employees, craft employees, employed by the HACP but excluding all office, clerical, professional executives, confidential employees, supervisors, security

guards, and all other statutory exclusions 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 authorizes 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 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 changes 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. The Union agrees that it will notify the Employer in writing as to the name of the employee designated as steward. Upon notification to and approval by the appropriate supervisor, 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

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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 further agrees that the privilege of attending to legitimate Union business during working hours shall not be abused.

SECTION 2. The Employer recognizes 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 been 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

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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 or alternate has taken unauthorized strike action, slowdown, or work stoppages in violation of this Agreement.

Stewards or alternates 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 Supervisor in charge, 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, and any changes in employee's addresses within thirty (30) days of such action or change.

The Employer will notify the Union forty five (45) 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.

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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 causing 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. 11A (Civil Service Act) and 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 for proper cause, transfer or layoff

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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.

D. Through attrition due to retirement, disability, termination, etc., the Union agrees that the Housing Authority can hire Live-in Superintendents to provide maintenance at its developments. The Live-in Superintendents will be non-union salaried supervisory employees of the Housing Authority who will supervise Building Maintenance Workers in addition to their own boiler, maintenance, and after working hours responsibilities. It is understood that the Repairmen will not be relieved of the responsibility to perform in buildings or developments cooperatively and under the direction of the Live-in Superintendent or designee.

E. All Repairmen will be required to repair stoves and refrigerators and other

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equipment at Housing Authority properties. The Housing Authority will provide training for those repairmen needing such training in order to perform these duties.

All Building Maintenance Workers shall paint over graffiti as an alternative to removal of graffiti when the situation dictates that graffiti cannot be removed effectively and completely by other means.

### **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.

B. No employee within the bargaining unit shall have the right to discuss or resolve the grievance above Step One of this article without the presence of a Union Representative, whether such employee is a Union member or not. It is the Employer's responsibility to notify the shop steward in advance and the Union's responsibility to insure the Union Representative's presence.

C. The Business Representative or his/her authorized representative may report an impending grievance to the Department Head in an effort to forestall its occurrence.

**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

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

STEP TWO: In the event the grievance is not settled through Step One, the same shall be transmitted to the Department Head or his/her designee within five (5) working days following the determination by the immediate supervisor. At this time the Union along with the parties involved shall meet with the Department Head at a mutually agreed upon time period, to attempt to resolve the grievance.

The Department Head or his/her designee shall render a decision in writing within five (5) working days from the date of the above meeting. If the Department Head or

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his/her designee fails to respond within five (5) working days, the grievance shall proceed to the next step.

STEP THREE: In the event the grievance has not been resolved through Step Two, then within five (5) working days following determination by the Department Head or his/her designee, the manner 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) days from receipt of the grievance. If he/she fails to respond within ten (10) days, the grievance shall prevail.

STEP FOUR: If the grievance is not settled through STEP ONE, TWO, or THREE, and the issue is one which is not appealable to or within the jurisdiction of the Merit System Review Board or the State Department of Personnel, either party may refer the matter to the Public Employment Relations Commission (PERC) within twenty (20) working days after the determination by the Executive Director. An Arbitrator shall be selected pursuant to the rules of PERC. There will be only one issue or grievance submitted to an individual arbitrator at one time, unless mutually agreed upon by both parties.

The cost of the services of the arbitration shall be paid by the losing party. In cases of reduced (not overturned) discipline by arbitrator, cost of the services of the arbitrator

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shall be borne equally by the Employer and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be by the party incurring same.

The decision of the arbitrator shall be final and binding on both parties.

#### **ARTICLE VIII: DISCIPLINE**

Disciplinary action which may result in or be intended to produce suspension, loss of pay, demotion or removal may be instituted by the Employer for just cause.

Disciplinary action shall proceed in accordance with applicable Civil Service Statutes and Regulations and shall not be subject to arbitration, except that grievances over disciplinary actions of five (5) days or less or terminations of provisional employees may proceed to arbitration, in accordance with Step Four of the grievance and arbitration provision.

#### **ARTICLE IX: PERMANENT PROBATIONARY EMPLOYEES**

New permanent 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 permanent 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. Any vacation

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time accrued during the probation period, shall be paid to the employee, should employment be terminated during the probationary period. This article does not cover or apply to provisional employees who are addressed in Article XXXII.

## **ARTICLE X: 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 or sexual orientation, 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 XI: MILITARY LEAVE**

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

Any employee who is 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 HACP policy.

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## **ARTICLE XII: PERSONAL DAYS**

Each employee covered by this Agreement may receive three days leave with pay for personal business during each calendar year of this Agreement. This leave shall not be cumulative from year to year and only one (1) personal day may be carried into the following year. Employees are required to give at least five (5) 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 XIII: 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 (parent, spouse, child, sister or brother, grandparent, grandchild, father-in-law, mother-in-law, or any other family member residing in the employee's household) seriously ill requiring care or attendance of employee.

SECTION 2. If an employee is to be absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation not in good standing.

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

a. One day for each full month of service with the Employer during the first year of employment.

b. Fifteen days per 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 XIV: WORKING AT DIFFERENT RATES**

An employee assigned to a higher approved title with a higher rate of pay shall be paid \$25.00 per week per level or the minimum salary in the higher range, whichever is greater, in addition to their regular pay. Under no circumstances will an employee be assigned to a higher title for more than 90 days.

**ARTICLE XV: PAY DAY**

Employees will be paid by check every two weeks, on Fridays. Employees will be paid during working hours. When payday falls of a holiday, the preceding day will be payday.

**ARTICLE XVI: SANITARY CONDITIONS**

The Employer agrees to maintain a clean, modern, sanitary washroom having hot

and cold running water with toilet facilities.

## **ARTICLE XVII PROMOTIONS/PROVISIONAL APPOINTMENTS**

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 have the right to bid immediately upon return from vacation or sick leave provided they were on vacation or sick leave the entire posting period. However, the job will not be held open more than ten (10) working days following the end of the posting period. Bids will only be considered if the employee meets all of 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

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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 XVIII: HOURS OF WORK**

The Employer agrees to schedule each employee for eight (8) hours of work each day and forty (40) hours of work each week. A second shift may take place from 4:00 p.m. to 1:00 a.m. with one hour for dinner, one 15 minute break and 15 minute cleanup at 12:45 a.m. comprised of up to two LPL Repairmen from the present workforce. The positions will be posted and a 35-cent per hour differential will be paid for working the second shift. If no one applies for the positions, the LPL Repairmen with least seniority will be assigned the second shift positions. The Repairmen working the second shift must have Low Pressure Boiler licenses and valid NJ Driver's Licenses. The Housing Authority reserves the right to reduce the second shift to one repairman during the summer -- June, July, and August upon not less than two week notice. If both men on the second shift, or if one man during the summer on second shift, are out sick for more than one day, management has the option, with not less than eight hours notice (prior to noon) to transfer a repairman with next least seniority to the second shift for the following night. There shall be no split shifts. The normal schedule is Monday through Friday 7 AM to 4 PM except when an employee works a "continuous service" schedule or shift.

The Employer agrees to allow a paid fifteen (15) minute wash up time at the end of the day.

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

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The Employer agrees to allow a paid one-half (1/2) 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.

Employees 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 XIX: CONTINUOUS SERVICE**

As and when determined by management, certain employees may be offered a continuous service schedule or shift equating to a forty (40) hour, seven (7) day, Monday through Sunday week. The shift hours and schedule will be subject to the approval of the employees involved and the Union. Employees assigned to continuous service schedule or shift will receive a \$1,300.00 per year, \$25.00 per week, pay differential but will not receive time and one-half for work performed on Saturdays and Sundays. For new hires, it is agreed that a Sunday through Thursday and Tuesday through Saturday shift without pay differential is permitted.

### **ARTICLE XX: 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 eight (8) hours in any twenty-four (24) hour period.
2. All hours approved and worked prior to the employee's scheduled

starting time, except employees working continuous service schedule.

3. No overtime will be paid to employees who worked less than forty hours regular time per week. This forty hour regular time may be a combination of actual hours worked and authorized absences.

Suspensions, sick without doctor's note and leave without prior approval shall not be considered as authorized absences.

4. All hours approved and worked on any Saturday or Sunday, (except employees working continuous service schedule).

5. All hours approved and worked when an employee is called back to work more than four hours prior to starting time or after quitting time or is called in to work on a Saturday, Sunday, or Holiday (with the exception that employees on continuous service on a Monday through Sunday Schedule will not be paid overtime on weekends), the employee shall be guaranteed four hours work at the applicable premium rate of pay. In the event that the employee's Supervisor shall determine that the emergency work to be performed can be completed in less than four hours, after completing the emergency work the employee shall have the option of being paid only for hours worked, or continuing to work for the balance of four hours as directed by the Supervisor and being paid the four hour minimum in accordance herewith. In the event additional work is not provided on a call-in by the Supervisor, the employee will be paid the guaranteed four (4) hours.

6. Premium pay for overtime on holidays begins at 12:01 a.m. Opportunity

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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 and employees overtime will be as follows:

- A. Overtime employee physically worked.
- B. Overtime employee orally refused.
- C. 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 eight (8) hours in a work day or forty (40) hours in a work week.

During months requiring Boiler Routine on 2nd shift, when less than eight hours notice has been given, boiler routine hours during 2nd shift will be premium pay. Employees called in for emergencies during 2nd shift will also be premium pay. If appropriate notice has been given there will be no premium pay for boiler routine nor \$25 additional standby compensation.

## **ARTICLE XXI: HOLIDAYS**

**SECTION 1.** The following days are designated as holidays for all Employee's covered by this agreement:

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NEW YEARS DAY	LABOR DAY
MARTIN LUTHER KING	COLUMBUS DAY
LINCOLN'S BIRTHDAY	ELECTION DAY (GENERAL)
WASHINGTON'S BIRTHDAY	VETERAN'S DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING
INDEPENDENCE DAY	CHRISTMAS DAY

Holidays shall be pro-rated for part-time employees.

SECTION 2. Unauthorized absence on the day before or after a holiday will result in loss of holiday pay. Employees who do not work on the 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 may request reasonable proof of such illness.

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

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 following Monday.

SECTION 5. Continuous Service - If a holiday falls on an employee's regular day off, he will be given an alternate day off in return.

**ARTICLE XXII: VACATIONS**

SECTION 1. Full-time employees who have completed their ninety

(90) day probationary period are entitled to an annual vacation with pay which 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	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.

The vacation schedule for part time employees working twenty (20) or more hours a week, shall be in accordance with the above schedule, but on a pro-rated basis.

For the purpose of computing vacation entitlement 8 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 respond 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 first come first serve then by seniority within title insofar as effective staffing requirements permit.

Employees are expected to take vacation leave during the 12 month period in which such leave is earned; vacation leave can accrue for a maximum period of two years.

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 HACPS employment, the employees vacation shall be prorated from the first of the year,

and accrued, unused vacation leave paid upon termination. In the event of an employee's death, unused 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 department head at least five (5) days in advance of their scheduled vacation.

In the event of a death in the employee's family while an employee is on vacation, the employee may request to reschedule their vacation, subject to the approval of the supervisor.

### **ARTICLE XXIII: DEATH IN THE FAMILY**

A PHA employee may be absent from work with pay when there is a death of a member of his/her immediate family; such leave shall be granted from the day of death until the day after the funeral, not to exceed five working days. For the purpose of funeral leave, "immediate

family” shall be defined as parent, spouse, child, sister or brother, grandparent, grandchild, father-in-law, mother-in-law, or any other family member residing in the employee’s household.

#### **ARTICLE XXIV: CLOTHING ALLOWANCE**

The Housing Authority requires uniforms for all maintenance personnel. Employees are required to maintain their uniforms. The Housing Authority will provide, at a minimum, five (5) sets of shirts (long sleeve; short sleeve or t-shirts) *five (5) pairs of pants, spring/fall jacket or sweatshirt, winter coat, rain boots, raincoat, and pull over sweatshirt* to be replaced when damaged or worn-out due to use and returned to the Housing Authority. The Housing Authority shall provide a steel toe boot allowance in the amount of \$150.00 per year. New employees shall be provided this allowance upon becoming a permanent employee and shall receive their second allowance upon the anniversary date of employment. The boot allowance will be paid upon receipt of purchase.

#### **ARTICLE XXV: SAVINGS CLAUSE**

SECTION 1: It is understood and agreed that if 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.

SECTION 2: If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

#### **ARTICLE XXVI: SAFETY**

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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. The parties agree to establish a safety committee to consist of two Union and two management members. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

## **ARTICLE XXVII: 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 XXVIII: 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 writings which may be posted.

### **ARTICLE XXIX: STANDBY**

Repairman is to perform standby based on a rotation established by Union Local 469.

Standby pay will be \$200 per week for 2004 and \$250.00 per week for 2005. Standby hours will be 4:00 p.m. to 7:00 a.m., Mon. - Fri., ending at 7:00 a.m. Saturday. In the following situations, compensation for standby will be:

1. Add Language: "Standby must be shared equally. If Repairman takes vacation when scheduled for standby he must take upon return from vacation to equalize standby among workers."
2. Whenever a Live-in super is unavailable for weekend duty, standby person will receive \$25 in additional standby pay.
3. To cover second shift emergencies without notice, next man in rotation will cover said emergencies with premium pay and \$25 additional compensation for each day services are required.
4. In cases where coverage of standby requires other than assigned man in accordance with rotation, the next person in rotation covering will be compensated

\$25/day. Said amount will be deducted from assigned standby person.

5. Boiler routine will be performed by the standby person Monday through Friday. If the standby person does not possess a boiler license, the next repairman in the rotation for standby will be required to cover boiler routine.
6. Holiday standby coverage will be alternated between Live-in Superintendents and Repairmen. Alternate holidays will be covered by the standby person. Coverage will begin at 7:00 a.m. of the holiday and end at 7:00 a.m. the next day.

Standby is required of all Repairmen on seniority rotational basis.

### **ARTICLE XXX: WAGES**

A. Employees on the payroll as of the date of this Agreement will receive a three (3.0%) percent increase to base wages retroactive to January 1, 2004, will receive a three (3.0%) percent increase for the period January 1, 2005, through December 31, 2005, subject to availability of funds. In the event that the HACP determines that funds are unavailable, the contract is subject to renegotiation with Local Union #469.

### **ARTICLE XXXI: LONGEVITY**

No longevity for employees hired after January 1, 1998.

Employees are entitled to receive longevity pay for each completed five (5) years employment.

Longevity pay shall be considered as part of base wages for the purpose of computing Holiday Pay, Vacation Pay, Sick Pay, or Overtime, and pension contributions.

Longevity entitlement is based on each employee's initial date of hire.

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Employees who have sufficient years of consecutive service with the HACP are entitled to longevity payments, in addition to their annual salary according to the following schedule:

Upon completion of 5 years of service	\$ 400
Upon completion of 10 years of service	\$ 800
Upon completion of 15 years of service	\$1,200
Upon completion of 20 years of service	\$1,600

Any employee who resigns from his/her employment with the HACP and subsequently is reemployed loses prior service credits for longevity purposes unless specifically approved by the HACP.

The HACP office will assure that longevity pay is made to each qualifying employee. Such pay will be included as part of the employees bi-weekly paycheck and is subject to mandatory and authorized payroll deductions. If any employee receives longevity pay in excess of the above amounts as of the date of this Agreement, he will continue to receive the higher amount.

**ARTICLE XXXII: PROVISIONAL EMPLOYEES**

Provisional employees are those temporary employees who are hired to fill temporary vacancies caused by an employee's illness, leave of absence or suspension or other temporary absence or inability to work. Provisional employees shall not have any of the rights of permanent employees including participation in the Union. The provisional employee shall be an employee at will and the Employer may in its discretion continue to hire said provisional

employee until the absent employee returns to active work.

The Employer shall not use provisional employees to fill permanent job openings or vacancies. However, where a temporary position held by a provisional employee shall become a permanent position by reason of the absent employee's failure to return to active employment, nothing in this Agreement shall prevent the Employer from considering and hiring the provisional employee for the permanent position.

In the event that a provisional employee shall be hired as a new permanent employee then the conditions of Article IX shall become effective on the date of hire as a new permanent employee and the ninety-day probationary period shall begin on the date of permanent hire without regard to the length of time the employee has been a provisional employee.

Provisional employees shall not obtain the benefits of Union membership or be otherwise covered under this Agreement unless they are hired as new permanent employees.

**ARTICLE XXXIII: EMPLOYEES PERFORMANCE INCREMENT SYSTEM**

The Housing Authority of the City of Passaic recognizes that it is cost effective (assuming that employee morale positively affects and keeps quality employees) to establish a system that upgrades an employee from the minimum of his/her salary range to its maximum within a reasonable amount of time - in this case, six years.

The HACP further believes that such a compensation plan should be part of

a positive response to quality work and should, therefore, include a performance evaluation component.

The Following elements, therefore, compose the Performance Increment System:

**A: ELIGIBILITY:**

(1) An employee is not eligible for any increments until he/she has complete one full, uninterrupted year of HACP employment.

(2) An employee is not eligible for any increments unless he/she has received a rating of "Satisfactory" or above in both the Performance Evaluation and the Attendance and Promptness Evaluation during the six months preceding the effective date of the Increment. The input of the Senior BMW shall be reflected in the evaluations and given consideration.

(3) An employee must be earning a salary below the officially established maximum for his/her title.

**B. EFFECTIVE DATE OF INCREMENT:**

The Performance Increments for all employees who meet the above eligibility criteria will be effective on anniversary date(s) of hire or one year from the date of the last increment, whichever is applicable.

**C. PERFORMANCE INCREMENT SCHEDULE:**

The Performance Increments for all employees who meet the above eligibility criteria as of that date will receive the following Increments based on years of service within his/her title:

First Step:	One full year in title:	\$1300 Increment
Second Step:	Two full years in title:	\$1300 Increment
Third Step:	Three full years in title:	\$1300 Increment
Fourth Step:	Four full years in title:	Either 1/2 of the remaining difference between his/her actual salary and the maximum of \$1300, whichever is greater.
Fifth Step:	Five full years in title:	The remaining difference between his/her actual salary and the maximum.

**D. SALARY RANGE 2004 (3.0%):**

<u>TITLES:</u>		<u>Minimum</u>	<u>Maximum</u>
Supervising Maintenance Repairer		31,576	52,215
Building Maintenance Worker Supervisor		31,576	46,355
<hr/>			
Maintenance Repairer, Low-Pressure License	(U)	26,000	42877
Senior Maintenance Repairer	(U)	25,000	37,947
Maintenance Repairer	(U)	25,000	35,943
Senior Building Maintenance Worker	(U)	22,000	35,943
Building Maintenance Worker/ Exterminator	(U)	22,000	31,024
Building Maintenance Worker	(U)	22,000	31,633

(U) Unionized

**E. SALARY RANGE 2005 (3.0%):**

<u>TITLES:</u>	<u>Minimum</u>	<u>Maximum</u>
Supervising Maintenance Repairer	32,603	48,952
Building Maintenance Worker Supervisor	32,603	43,353

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Maintenance Repairer, Low-Pressure License	(U) 26,845	40,082
Senior Maintenance Repairer	(U) 25,813	39,181
Maintenance Repairer	(U) 25,813	37,112
Senior Building Maintenance Worker	(U) 24,000	37,112
Building Maintenance Worker/ Exterminator	(U) 24,000	32,033
Building Maintenance Worker	(U) 24,000	32,662

(U) Unionized

**F. SALARY RANGE 2006 (3.0%):**

<u>TITLES:</u>	<u>Minimum</u>	<u>Maximum</u>
Supervising Maintenance Repairer	33,663	50,543
Building Maintenance Worker Supervisor	33,663	44,762

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Maintenance Repairer, Low-Pressure License	(U)	27,718	41,385
Senior Maintenance Repairer	(U)	26,652	40,455
Maintenance Repairer	(U)	26,652	38,319
Senior Building Maintenance Worker	(U)	24,000	38,319
Building Maintenance Worker/ Exterminator	(U)	24,000	34,317
Building Maintenance Worker	(U)	24,000	34,986

(U) Unionized

**ARTICLE XXXIV: ATTENDANCE AND PROMPTNESS EVALUATION SYSTEM**

**INTRODUCTION:** As part of employee performance evaluation, the HACP evaluates employee's attendance and promptness on a periodic basis, usually every six months. The HACP recognizes that employees become ill and therefore provides specified sick leave,



i.e., 15 days/yr. The HACP also recognizes, however, that its work cannot be accomplished when employees are excessive or chronically absent or late.

The very nature of the HACP's work - operating and maintaining decent and safe housing - dictates that jobs and tasks cannot be "put off" for a few days; very often, what does not get done by an absent or tardy employee, either does not get done at all, or gets added to the assignments of other employees - a situation that is clearly not fair to residents or fellow employees.

The attendance and promptness evaluation is primarily indented to determine whether employees come to work often enough and in a timely fashion to sufficiently perform his/her work; (legitimacy of sick leave and observation of related rules and procedures is a secondary purpose of the evaluation).

The HACP does scrutinize attendance records to determine if there is a specific, serious and continuous illness or medical problem that requires a substantial amount of sick leave. In such a case, the employee is not rated for the related period of time out, but does receive a rating based on the remaining portion of the evaluation period. \*

### **RATING SYSTEM**

In order to provide employees with a clear understanding of what are acceptable and unacceptable numbers of days absent and late, the following standards are established:

Number of days absent or late in the six month period:

up to 2 days	Superior
3 to 4 days	Above Average

5 to 6 days                      Satisfactory

7 or more days                Unsatisfactory

\*     **In some cases, when there is an insufficient base of remaining days to determine a rating, a "not applicable" score results.**

At the end of each six month evaluation period, the HACP tabulates the number of days absent and late for each employee. (Since vacation, personal business leave, jury duty and military duty require "prior approved" leaves, such absences are not counted for the purpose of the evaluation; only sick days and days docked are considered "absent".)

As is the case with overall performance evaluation results, attendance and promptness ratings are taken into account in the consideration for promotions, appointments and other personnel actions.

### **UNSATISFACTORY RATING**

The HACP responds to an employee's Unsatisfactory rating with progressive disciplinary action and an intense monitoring system. This insures that the employee either improves his/her attendance and/or promptness, or is terminated. For chronic cases, termination is finalized in less than a year from the time of his/her first Unsatisfactory rating.

Once an employee receives an Unsatisfactory rating, the following shall apply:

**DISCIPLINARY ACTION** - The following penalties are imposed when an employee receives an Unsatisfactory ("U") rating in either Attendance or Promptness:

1. <b>First "U" rating:</b>	<b>Written warning</b>
2. <b>Second "U" rating:</b>	<b>3 days suspension</b>
3. <b>Third "U" rating:</b>	<b>6 days suspension</b>
4. <b>Fourth "U" rating:</b>	<b>12 days suspension</b>
5. <b>Fifth "U" rating:</b>	<b>Termination</b>

If an employee has been previously disciplined for an attendance or promptness-related charge outside of the attendance-promptness evaluation (i.e., leaving the work site without permission), he/she will advance in disciplinary steps accordingly.

### **MONITORING SYSTEM**

As soon as an employee receives an Unsatisfactory rating in either attendance or promptness, he/she is closely monitored in three month periods; during these months, there is strict enforcement of procedures regarding attendance and promptness, (i.e., prior approval for vacation and Personal Business Days, "calling In" requirements, etc.)

If an employee is nine days absent or nine days late in the three month period, he/she is immediately subject to disciplinary action in the appropriate next step (the supervisor will not wait until the end of the monitoring period).

If there is satisfactory completion of this monitoring for one year, the employee is placed back in the normal six month evaluation period; (since special monitoring is for three months, this means that the employees must receive four consecutive ratings above Unsatisfactory in order to be place back into six month evaluations). If, in the future, this employee reverts back to an Unsatisfactory rating in either category, he/she repeats the disciplinary steps that he/she last received. Conversely, as long as an employee remains in the three month track,

any Unsatisfactory rating in either category results in the next step of disciplinary action.

### **CLOSING (OR RATHER STAYING OPEN)**

The HACP operates 24 hours a day, 7 days a week, every day of the year. We own and operate federally assisted apartments, administer additional federal subsidies in privately owned housing, manage capital improvements and oversee a dozen + special programs. The HACP places a very high value on good attendance and promptness performance. We cannot do our job if staff members are not present and timely. This policy has been drafted and adopted accordingly.

### **ARTICLE XXXV: HEALTH BENEFITS**

New employees hired after January 1, 1998 must join an HMO health organization offered by the Housing Authority.

### **ARTICLE XXXVI: DURATION OF AGREEMENT**

The provisions of this Agreement shall become effective on January 1, 2004 and shall continue in full force and effect until December 31, 2005 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 sixty (60) days prior to December 31, 2005 this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives 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 \_\_\_\_ day of \_\_\_\_\_, 2005.

**HOUSING AUTHORITY OF THE  
CITY OF PASSAIC**

**TEAMSTER LOCAL NO. 469**

BY: \_\_\_\_\_  
ERIC KOLBE  
EXECUTIVE DIRECTOR

BY: \_\_\_\_\_  
PETER CANNESTRO  
RECORDING SECRETARY

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

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

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

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

/s/

10/24/2005