

REGULAR MEETING

APRIL 20, 2023

Notice to: Board of Commissioners, City Clerk, City Council Liaison, Mayor Warren, Housing Authority Counsel, Presidents of the Tenant Associations, Union Personnel

From: Walter D. McNeil, Executive Director/Secretary

Re: Regular Meeting

A Regular Meeting of the Board of Commissioners of the Housing Authority of the City of Orange will be held on **Thursday, April 20, 2023 at 2:00 p.m. in the Washington Manor, 340 Thomas Blvd., Conference Room, Orange, New Jersey.**

The following matters will be discussed and any other business, which may lawfully come before the Board, may be acted upon.

1. Roll Call
2. Executive Director's Statement re: Sunshine Law
3. Pledge of Allegiance
4. Adoption of Agenda

DISCUSSION

5. Adoption and/or correction of the Minutes from a Regular Board Meeting on March 16, 2023
6. Treasurer's Report
7. Reports from the Executive Director

PUBLIC SESSION

RESOLUTIONS

8. Resolution No. 5738-23 Resolution of the Board of Commissioners of the Housing Authority of the City of Orange approving Bills Resolution.
9. Resolution No. 5739-23 Resolution of the Board of Commissioners of the Housing Authority of the City of Orange authorizing PNC Bank to honor checks bearing facsimile signatures of Chairman _____, Treasurer _____, and Executive Director Walter D. McNeil, Jr.
10. Resolution 5740-23 Resolution of the Board of Commissioners of the Housing Authority of the City of Orange Approving Agreement with Local 32 Union Employees and the Housing Authority effective April 1, 2023 – March 31, 2026

Authority of the City of Orange Approving Agreement with Local 32 Union
Employees and the Housing Authority effective April 1, 2023 – March 31, 2026

12. Unfinished Business

13. New Business

ADJOURN

HOUSING AUTHORITY OF THE CITY OF ORANGE
SECTION 8/ PUBLIC HOUSING MONTHLY REPORT
March 2023

HOUSING CHOICE VOUCHER PROGRAM

Annual/Interim Certifications	102
Annual/Special Inspections (INCLUDE REINSPECTION)	67
New Admissions	1
Terminations	0
Number of Participants under contract	538
Housing Assistance Payments	\$511,403.00
Utility Reimbursements	\$2,149.00
FSS Participants	33
Family Self-Sufficiency Escrow Payments	\$8,440.00
Number of Outgoing Portable Participants	9
Outgoing Portable HAP Payments	\$13,613.00
Outgoing Administrative Fees	\$730.40
HAP TOTAL PAYMENTS (HAP/UTILITY/FSS)	\$521,992.00
OTHER PAYMENTS (PORT-OUT/ADMIN FEES)	\$14,343.40

Total Expense HAP: \$536,335.40

PUBLIC HOUSING

	Washington Manor	OHA Off-Site Properties
Rent Roll	\$87,689.00	\$12,261
Collection	\$89,761.72	\$12,539
Vacancies	3	0
Annual/ Interim Certifications	19/1	N/A
Inspections	19	INCLUDED IN SECTION 8 COUNT
PIC Reporting Rate	98.84	N/A
Work Orders Received/Completed	109/14	INCLUDED IN TOTAL
Food Bank Participants	102	1

- **COMMUNITY ROOM IS OPEN REGULAR HOURS/ INCLUDING FITNESS ROOM**
 - Tenant Hall Monitors continue to work to ensure tenants/guest comply with CDC /OHA Guidelines regarding mask wearing and social distancing.
- The residents appreciated the monthly Resident Meetings that we are conducting. In these meetings Management talks to residents about current issues, events and more.
- **Continuing CLEANING PROGRAM FOR TENANTS**
 - Assisted 7 tenants with housekeeping and decluttering to ensure they are living in a safe, sanitary, and decent unit. (By appointment)
 - Assisted 5 tenants with preparation for special extermination.
 - Assisted with daily property cleaning.
 - Assisting in the cleaning of the hallways floor.

Events: Women History Month

- **March 17, 2023, St. Patrick Day (no Event Just Coffee and donuts)**
- **March 16, 2023, 11am Women History Month Appreciation Lunch**
- **March 23, 2023, General Tenant Meeting with Management**
- **March 23, 2023, Foot Doctor**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF ORANGE APPROVING BILLS**

RESOLUTION NO. 5738-23

Approved as to form and
Legality on basis of Facts

Factual Contents Certified

to by _____
Budget Authorization Certified

Counsel

Commissioner

submitted the following Resolution.

WHEREAS, the Executive Director has received and reviewed the attached bills for the months of March/April in the total amount of \$108,394.11, and

WHEREAS, the Executive Director is recommending the bills for approval; and

WHEREAS, the Commissioners have reviewed the said bills for payment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Orange that the bill list be approved for payment in the total amount of \$108,394.11.

Commissioner

seconded the motion.

X-Indicates vote

Board of Commissioners Vote of Final Passage

Commissioners	Yes	No	Abstain	Absent	Commissioners	Yes	No	Abstain	Absent
WILLIAMS					MCLEOD				
ROSS					GARRETT				
JACKSON					MORROW				
JULIANO									

I hereby certify that the above resolution was accepted at a Board of Commissioners Meeting of The Housing Authority of the City of Orange, New Jersey on April 20, 2023.

Walter D. McNeil, Jr., Ph.D
Executive Director

(SEAL)

Public Housing

Maintenance/ Services

American Wear Inc Mats	\$190.00
Axcess Supplies Maintenance Supp	\$449.95
Montclair Motor W Vehicle Maintenanc	\$114.96
Grainger Maintenance Supp	\$130.80
E&M O'Hara's Elec Heat and Thermos	\$954.00
Jersey Elevator Elevator Maintenanc	\$826.80
Corbett Exterminat Extermination	\$1,505.00
General Plumbing Plumbing Supplies	\$162.82
Essex Locksmith Office Door and Co	\$1,235.00

Employee Benefits

Patrick Taylor HealthCare Waiver	\$250.00
Carlos Cuevas HealthCare Waiver	\$250.00
Cristina Mateo HealthCare Waiver	\$250.00
Pamela Valdez Medical Reimburse	\$1,128.00

Utilities

PSE&G Co. 340 Thomas Blvd C	\$34,396.44
OHA Power Cogen	\$4,788.37

General Services

Canon Solution Se Copier Services	\$43.58
National Tenant Ne Tenant Background	\$275.00
Feinstein Raiss Ke Legal Fees	\$4,504.23
Staples Office Supplies	\$530.82

Store

Friendly Vending Vending Machine F	\$145.00
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Laundry

Sebco Laundry Sy: Apr- Jul 2023 Main	\$813.45
Sebco Laundry Sy: Laundry Cards	\$420.00

SECTION 8 ACCOUNT

Marquita Thompso Healthcare Waiver	\$250.00
Edmund Lewis Healthcare Waiver	\$250.00
Shalena Jackson Healthcare Waiver	\$250.00

National Tenant Ne	Tenant Backgroun	\$192.00
Nan McKay & Assoc	Section 8 Digital R	\$239.00
UPS	Shipping Services	\$64.64
Shanda	Travel	\$565.26
Shanda	Travel	\$742.90
Latisha Singley	Travel	\$565.26
Latisha Singley	Travel	\$742.90

RPP

PSE&G	170-172 Taylor St	\$6.20
PSE&G	209 Park Ave	\$76.05
PSE&G	196 Hickory St	\$10.92
PSE&G	315 Elizabeth St	\$240.96
City of Orange Tow	Water Bill- 533 Cr	\$125.83
Verizon (Fios)	315 Elizabeth St	\$104.99
Corbett Exterminat	Extermination	\$358.50

COCC

Communication Costs

NexaComm	Phone Services	\$749.75
Verizon	POT Lines	\$799.42
Verizon	Wireless	\$683.35
Anserve	Answering Service	\$314.80
AT & T	Long Distance	\$126.95
Netconnect, Inc.	Computer	\$2,512.94
Netconnect, Inc.	Adobe	\$2,850.00

Professional Fees

Giampaolo & Asso	Accounting Fees	\$3,276.00
Post Polak, PA	Legal Fees	\$1,342.53

Office

ADP Systems	Payroll	\$832.90
Staples	Office Supplies	\$169.98
Canon Financial S	Printing Services	\$495.86
Management Com	PHA Web Monitori	\$45.00
Wasabi Sushi	Employee Appreci	\$200.00

Employee Benefits

Dawn Edmond	Dental Reimburs	\$220.00
Amanda Rivera	Travel for Procurer	\$102.88

Capital Fund

C19

The Metro Compar	Development Activ	\$731.25
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C20	McManimon & Sco Development Lega	\$17,740.62
C20	Appliance Broker L Upgrade Stoves ar	\$1,956.00
C20	Corbett Exterminat Extermination	\$1,333.00
C20	Jersey Elevator Elevator Door Mair	\$1,313.00
C20	Home Depot Maintenance Equip	\$1,230.40
C21	Megna Bathroom & Upgrade Countertc	\$1,280.00
C21	Netconnect Laptop	\$2,604.00
C21	Catherine Jones Stipend Program	\$150.00
C21	Muriel John Stipend Program	\$140.00
C21	Warren Larue Stipend Program	\$140.00
C21	Gregory Smack Stipend Program	\$200.00
C21	Keith Downey Stipend Program	\$140.00
C21	Helene Renee Rok Stipend Program	\$140.00
C21	Betty S. Mcleod Stipend Program	\$140.00
C21	Joyce King-Fogah Stipend Program	\$200.00
C21	Cornelia Parker Stipend Program	\$140.00
C21	Juan Castro Stipend Program	\$200.00
C21	Michael Nickens Stipend Program	\$200.00
C22	Romainello Gener: Apartment Painting	\$825.00

Training

C21	Clifford Ross	Travel	\$565.26
C21	Walter McNeil	Travel	\$406.75
C21	Dawn Edmond	Travel	\$565.26
C21	Amanda Rivera	Travel	\$565.26
C21	Amanda Rivera	Travel	\$742.90
C21	Cristina Mateo	Travel	\$565.26
C21	Cristina Mateo	Travel	\$742.90
C21	Carlos Cuevas	Travel	\$565.26

Bills List Total

\$108,394.11

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF ORANGE AUTHORIZING PNC BANK TO HONOR
CHECKS BEARING FACSIMILE SIGNATURES OF CHAIRMAN _____, TREASURER
_____, AND EXECUTIVE DIRECTOR WALTER D. MCNEIL, JR.**

RESOLUTION NO. 5739-23

Approved as to form and
Legality on basis of Facts

Counsel

Factual Contents Certified
to by _____
Budget Authorization Certified

Commissioner

submitted the following Resolution

IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Orange this 21st day of April 2023, that PNC Bank is hereby authorized and directed to honor checks payable to the individual order of any person or persons whose name/names appear thereon when bearing the facsimile signatures of Chairman _____, Treasurer _____, and Executive Director Walter D. McNeil, Jr. PhD.

FURTHER, BE IT RESOLVED that the Board of Commissioners direct that the Executive Director personally administer the use of facsimile signature plate/s.

Commissioner

seconded the motion.

X-Indicates vote

Board of Commissioners Vote of Final Passage

Commissioners	Yes	No	Abstain	Absent	Commissioners	Yes	No	Abstain	Absent
WILLIAMS					MCLEOD				
ROSS					GARRETT				
JACKSON					MORROW				
JULIANO									

I hereby certify that the above resolution was accepted at a Board of Commissioners Meeting of The Housing Authority of the City of Orange, New Jersey on April 20, 2023.

Walter D. McNeil, Jr., Ph.D
Executive Director

(SEAL)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF ORANGE APPROVING AGREEMENT WITH LOCAL
32 UNION EMPLOYEES AND THE HOUSING AUTHORITY EFFECTIVE
APRIL 1, 2023 – MARCH 31, 2026**

RESOLUTION NO.: 5740-23

Approved as to form and
Legality on basis of Facts

Counsel

Factual Contents Certified
to by _____
Budget Authorization Certified

Commissioner

submitted the following Resolution

WHEREAS, Local 32, representing the union employees of the Authority has reached an agreement through contract negotiations, with the Housing Authority of the City of Orange, for a four-year period beginning April 1, 2023 – March 31, 2026; and

WHEREAS, the terms of the agreement are as follows:

1. Salary Increases: 4/1/2023 – 3.5% increase
4/1/2024 – 3% increase
4/1/2025 – 3% increase
4/1/2026 – 3% increase
2. Dental: Increase the maximum per one-year from \$6,800.00 to \$7,000.00. Increase each family from \$1,700.00 to \$1,800.00.
3. Vision: Increase the from \$500.00 to \$600.00.
4. Employee can use all four (4) personal leave days as emergent days, with at least one-half hour notice to the immediate supervisor or department head.
5. All titles will be Included in the policy.
6. The Authority agrees to allow shop stewards three (3) days per year to attend training, workshop, and conventions, excluding weekends.
7. All maintenance and security employees shall receive clothing allowance as follows:
2023 \$525
2024 \$550
2025 \$575
2026 \$600
8. Add all Holidays and include Juneteenth to the Union Contract

WHEREAS, all other terms remain of the contract remain the same; and

WHEREAS, all of the provisions of the contract are effective from April 1, 2023, through March 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Orange that the agreement between Local 32 union employees and the Housing Authority of the City of Orange as set forth above is hereby approved upon adoption of this resolution is effective upon adoption.

Commissioner

seconded the motion.

X-Indicates Vote

Board of Commissioners Vote of Final Passage

Commissioners	Yes	No	Abstain	Absent	Commissioners	Yes	No	Abstain	Absent
WILLIAMS					MCLEOD				
ROSS					GARRETT				
JACKSON					MORROW				
JULIANO									

I hereby certify that the above resolution was accepted at a Board of Commissioners meeting of The Housing Authority of the City of Orange, New Jersey on March 16, 2023.

Walter D. McNeil, Jr., Ph.D
Executive Director

(SEAL)

AGREEMENT

BETWEEN

**LOCAL 32, OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO**

AND

THE HOUSING AUTHORITY OF THE CITY OF ORANGE

**APRIL 1, 2023– MARCH 31, 2026
(4 YEARS)**

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PREAMBLE

THIS AGREEMENT made between the Housing Authority of the City of Orange, hereinafter referred to as the "Authority," and Local 32, Office and Professional Employees' International Union, AFL-CIO, the Orange Housing Authority Employees, hereafter referred to as the "Union", covers employees in the administrative, clerical, maintenance, and security units of the Orange Housing Authority. The purpose of this agreement is the improvement and promotion of harmonious employee relations between the Orange Housing Authority and its employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances and the determination of wages, hours of work and other terms and conditions of employment. Moreover, it is the common objective of the parties to obtain economy and efficiency of operations, safety for employees, increased productivity, protection of property and cleanliness of projects and to cooperate to those ends, in order to improve such areas as organization of work, individual work effort and tenant cooperation with employees.

The period covered by this contract shall be to April 1, 2023 to March 31, 2026

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, the parties agree as follows:

ARTICLE I – RECOGNITION OF RIGHTS AND DEFINITIONS

1. Recognition of Association and Unit

- A. The Authority hereby recognizes Local 32, O.P.E.I.U., AFL-CIO/the Union as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all its employees in the bargaining unit. The Authority will not negotiate with, nor grant rights afforded under terms of provisions of this Agreement to any other employee organization in connection with employees in this unit.
- B. Employees included are:
 - 1. All full-time, permanent, and provisional employees of the Authority. (See list of titles, Exhibit A)
 - 2. Exempt positions from the bargaining unit are: Executive Director, Assistant Executive Director, Housing Managers, Maintenance Supervisor, Assistant Maintenance Supervisor, Administrative Secretary/Personnel Technician, Program Director-HAPP, and Accounting.
 - 3. Whenever new classifications of employees are created, the Authority shall assign to such classifications, an appropriate unit designation. The Authority will notify the Union in writing of such designation to, or elimination of, a title from the negotiation unit thirty (30) days prior to the effective date of amending such listing.

If requested in writing, the Authority will discuss any such designation with the Association. The Association may grieve any such amendment, utilizing the Grievance Procedure.

2. Management Rights

- A. The Authority, its several departments and subordinate functions, retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and Constitution of the State of New Jersey and of the United States of America.
- B. Except as specifically abridged, limited or modified by the terms of this Agreement between the Authority and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are

retained by the Authority and are set forth in the Authority's Personnel Policy.

- C. Notwithstanding the above provision, the Authority has the right to contract for work in areas wherein it shall be deemed economically appropriate.
- D. Except as otherwise specifically provided in this contract, nothing in this contract shall preclude the right of the Authority to determine the standards of service that it offers; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duties because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the means, method and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its missions in emergencies and exercise the technology in the performance of its work.
- E. The Authority agrees that due consideration will be given to the factors of ability, performance, and seniority when filling positions.
- F. Pursuant to Civil Service Law, if employees are laid off, they will be referred to the New Jersey Department of Personnel for appropriate, special re-employment rights. The Authority agrees to work with the Union to ensure employees' rights in this area.

3. **Definitions**

- A. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.
- B. The term "holiday" means any day as defined in the Personnel Policy, or a day specifically designated by the President, Governor, and/or Mayor.
- C. The term "work unit" refers to a group of employees whose activities are closely related and whose conditions of work are governed by a single element of managerial activity.
- D. The "normal salary" (cost of living increase) shall mean that salary increase granted to an eligible employee, as of April 1 of the fiscal year.

- E. "Wage increment" shall mean that salary increase granted to an eligible employee on April 1 of the fiscal year.
- F. An "unfair practice" is any action of either party as defined in Amendment to Chapter 303 of the Labor Laws of 1968.
- G. "Authority" shall mean the Board of Commissioners/of the Housing Authority of the City of Orange.

ARTICLE II – POLICY AGREEMENTS

1. Non-Discrimination

- A. The Authority and the Union agree there shall be no discrimination against any employee because of age, sex, race, color, religion, national origin, marital status, political affiliation, or association membership, as provided by New Jersey State Law 42 U. S. C. A. 2000e, et. seq.
- B. To the extent permitted by law, all persons employed in the negotiating unit who are not members in good standing of the Union, or who do not become members in good standing of the Union within ninety (90) days following their employment with the Authority or within ninety (90) days following the execution of this contract, whichever is later, shall be obligated to pay a reasonable monthly sum to the Union representing their fair share of the Union cost of representing said employees and administering this contract a sum equal to eighty-five percent (85%) of the monthly dues payable by members of the Union to Local 32, O.P.E.I.U., AFL-CIO per month effective on the ninety-first (91st) day following the execution of this contract or the ninety-first (91st) day following their employment, whichever is later. Said employees shall pay said sum directly to the Association, or if said employees execute an authorization for the Authority to deduct said monthly sum from their wages and transmit same to the Association in the same manner as the deduction and transmittal of this provision by the Association, shall be only as against said employees directly, without any obligation on the part of the Authority. The Union shall indemnify and save harmless the Authority against any and all claims arising out of said check-off.
- C. The Authority agrees to allow shop stewards to attend the annual training with pay once annually not to exceed three nights (excluding weekends).

- D. The Authority is agreeable to purchasing “walkie talkie” devices for select Maintenance and security staff to communicate with each other and reach 911 in case of emergency.

2. Prior Benefits and Practices

- A. All maintenance employees will be provided with the necessary tools and supplies by the Orange Housing Authority in order to perform various job functions. All tools and supplies, while in the possession of maintenance employees, will be their responsibility to adequately secure and maintain. Loss of tools and supplies due to negligence or lack of adequately securing these items shall be replaced at the employee’s expense.
- B. The Authority agrees to provide the initial issuance of work clothes for all newly hired maintenance and security employees, including winter and summer clothing, rubber shoes and rain gear, work gloves and steel-tip work shoes for all newly hired maintenance employees within the bargaining unit. All maintenance and security employees shall receive clothing allowance of \$525.00 on April 1, 2023, \$550.00 on April 1, 2024, \$575.00 on April 1, 2025, and \$600.00 on April 1, 2026
- C. The Union agrees that once provided, unless specifically authorized, employees will be required to wear same. Failure to comply will be grounds for management not to allow employees to work and to initiate appropriate disciplinary action, if deemed necessary. Appropriate procedures will be followed for the issuance, replacement, and return of shoes and work clothes.

3. Membership, Dues and Deduction Information

- A. Membership Information: The Authority agrees to provide to the designated representatives of the Union working at the Authority, a complete up-to-date listing of all employees covered by this Agreement. The Union shall disclose such information only to its officials and representatives whose duties require access to such information.
- B. At the time of execution of this contract, the Union shall certify, in writing to the Authority, the names of its officers, executive board members, its chief steward and shop stewards, its negotiating committee members, its Labor Management Committee, and any other officials, as well as any changes thereto, which may occur during the term of this contract. The Union/Association shall have

the right to select its shop stewards. The number of these stewards and area to be covered by each shall be determined by the agreement between the Association and the Authority but shall not be less than one steward for each project site or job classification, where applicable.

- C. Dues Deduction: The Authority agrees to deduct from the regular paycheck of each employee, with the exception of those exempt positions, the dues of the Association provided the employee submits an authorization for dues deductions in writing and in proper form to the responsible payroll clerk. Dues so deducted shall be transmitted, quarterly, to the designated officer of Local 32, O.P.E.I.U., together with a listing of the employees included.
- D. The Authority agrees that due consideration will be given to the position of shop steward, to be named by the Union/Association. The Authority will release two maintenance employees, two security employees, and two administrative employees from Authority duties to devote time to Union/Association business and activities, including the handling of grievances.
- E. For the purpose of processing a grievance, the shop steward shall be entitled to meet with the aggrieved employee. Each shop steward shall represent O.P.E.I.U. only at his assigned project. These individuals shall retain their Civil Service titles and shall receive normal pay for that appropriate title and in addition shall be eligible for Civil Service promotional examinations. It is further agreed that these four (4) representatives shall be required to work on overtime schedules.
- F. The Authority agrees to allow the Union/Association's employees' representatives sufficient time for union activities whenever necessary, not to exceed one (1) hour on any day, with the permission of his/her supervisor.

4. Policy Agreements, Strikes and Lockouts

- A. During the term of this Agreement, the Union/Association agrees not to engage in or support any strike, work stoppage, slowdown or other job action by employees covered by this Agreement.
- B. No general layoff of staff should occur unless there has been a specific cutback in funding by the Department of Housing and Urban Development (HUD), discontinuance of a program, or for other economic and/or budgetary constraints.

- C. No lockout of employees shall be instituted or supported by the Authority during the terms of this Agreement.
- D. The Union/Association recognizes its responsibility as an exclusive, collective negotiations agent and agrees to represent all employees in the unit without discrimination.
- E. These agreements are not intended to limit the freedom of speech or demonstration of the Union/Association or its members, as consistent with "Paragraph A" heretofore mentioned.
- F. It is agreed that the parties shall refrain from the commitment of any unfair practice and it is further agreed that the requirements of negotiability as set forth in Chapter 303 of the Labor Laws of 1968 and as amended, shall guide the conduct of the parties during the term of this Agreement.
- G. Subject to the express terms and conditions contained in this contract, the Authority agrees that its practices and policies relating to the general working conditions of the employees in the negotiating unit shall be maintained at no less than the highest standard in effect at the time of execution of this contract, and the same shall be improved whenever specific provisions for improvement are made elsewhere by this contract, or by separate written agreement of the parties. Nothing herein shall be construed to limit the power of the Authority.
- H. In accordance with Orange Housing Authority's established Personnel Policy, all employees must conduct themselves in a professional manner. The parties agree that all supervisory personnel shall deal with subordinates in a manner that insures dignity and respect.

5. **Administration of Agreement**

A committee consisting of the Authority and Union representatives shall meet for the purpose of reviewing the administration of the Agreement and to discuss problems, which may arise therefrom.

Said committee meetings shall be scheduled, as needed, throughout the year. For the purpose of this Agreement, these meetings are not intended to by-pass the grievance procedures, nor are they intended as a means of fostering good and sound employment relations through communications between the parties.

Either party may request other meetings and shall submit a written agenda of topics to be discussed at least seven (7) working days prior to such a special meeting.

A maximum of four (4) employee representatives of the Association may attend such meetings and if held during regular work hours, they shall be granted time to attend without loss of pay.

6. Association Business

In the event that a bargaining unit member is being disciplined for any reason whatsoever, the Authority shall notify the Union representative immediately, or as soon as practicable.

ARTICLE III – CIVIL SERVICE RULES

The administrative and procedural provision and controls of Civil Service Law as set forth by the New Jersey Department of Personnel and the rules and regulations promulgated hereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained.

Where the terms of the Agreement specifically indicate an understanding contrary to or in conflict with any such provisions, the parties agree to jointly seek modifications or amendment of the particular rule or statute to be then consistent with the terms of the Agreement by appeal to the Civil Service commission or the legislature.

All vacant positions will be posted per Department of Personnel regulations. The Authority agrees to add a new second paragraph, which reads: All bargaining unit positions to be posted.

ARTICLE IV – GRIEVANCE PROCEDURES

1. Grievance Definition

A “grievance” is:

- A. A breach, misinterpretation, or improper application of the terms of this Agreement; or A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, or orders applicable to the Authority or department which employs the grievance affecting the terms and conditions of employment.

2. Purpose

- A. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under Civil Service Rule 4:1-23.2.
- B. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the Union upon his request in accordance with the provisions hereof. He shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.
- C. In the event a formal charge of misconduct is made by the Authority against an employee and if he so requests, he shall be entitled to a representative of the Union only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. 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 such recording.
- D. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before Civil Service. The Association's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.
- E. No grievance settlement reached between the Orange Housing Authority and the Union under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement or existing laws, and any grievance so adjusted shall have no force or effect.

3. **Scope of Grievance Procedures**

- A. Where the grievance involves an alleged violation of rights and privileges specified in Civil Service Law and rules for which there is specific appeal to Civil Service, the employee shall present his complaint to Civil Service directly. The Union may represent the employee before Civil Service and its representative need not be an attorney. The employee has the right to select his representative.
- B. This grievance procedure shall not serve as an avenue of appeal for matters, which must be by law and Civil Service rules be decided by Civil

Service through its exclusive appeal procedure, which shall include but not be limited to the following, unless same is changed by law:

1. Removal;
2. Suspension of more than five (5) days at one time;
3. Suspension or fines more than three (3) times or an aggregate of more than fifteen (15) days in one calendar year;
4. Demotion (lowering in rank, rate or range);
5. Layoffs;
6. Removal at end or during working test period;
7. Classification reviews;
8. Salary range reviews;
9. Removal of names from eligible list;
10. Examination reviews.

- C. Grievances, other than those affecting Civil Service laws, shall be taken to the appropriate Federal and/ or State agency.
- D. The provision of Article II, Paragraph 2, Prior Benefits and Practices, are not subject to the grievance procedure.

4. General Rules and Procedures

- A. Subject to Authority regulations, the officers or any authorized representatives of the Union not in the employ of the Authority in reasonable number shall, upon written request by the Union and approval by the Authority, have admission to the Authority's premises during working hours for the purpose of ascertaining whether this contract is being observed by the parties, hereto, or to assist in the adjustment of grievances, as hereinafter provided.

The Authority shall permit a reasonable number of bulletin boards on its premises to be used for posting notices, announcements of Union meetings and appointments, and activities of a recreational or social nature. These bulletin boards shall not be labeled with the Association's name. No notice shall be posted containing material of a controversial or political nature or which might conflict with the Authority rules and regulations. The Association agrees that it will not engage in recruitment activities during business hours.

- B. Any dispute, difference, or controversy involving the interpretation, application, or enforcement of any provision of this contract, or the rules or regulations, policies, or orders applicable to the Authority affecting the terms and conditions of employment or involving disciplinary matters, shall be deemed a grievance to be processed as herein provided:

A five (5)-step grievance procedure

Nothing herein shall be construed to require the Union or its representatives to process, any grievance of any employee that it deems without merit or contrary to the position of the Union as the exclusive collective negotiating representative.

5. Grievances, Investigations, Grievance Steps and Parties

- A. When disciplinary action has been meted out to an employee or when an employee feels that he is not being justly treated, He may, in writing, state the grievance and:
 - 1. Submit same to the department head;
 - 2. If an adjustment is not made by the department head within five (5) working days from the submission of the grievance, then the matter is to be referred to the Executive Director;
 - 3. The Executive Director shall pass judgment within five (5) working days or grant the employee a hearing within said five (5) working days;
 - 4. If the employee feels that the grievance has not been fairly adjusted, he may then appeal to the Board of Commissioners of the Authority for hearing before them. Such request for requested Board action must be made in writing and submitted to the Executive Director, addressed to the Chairperson of the Board, with pertinent papers and documentation attached. The Board may grant the employee a hearing or review the papers and documentation submitted and pass judgment on the matter.
- B. The settlement of any grievance agreed upon by the Authority and the Union at any step shall be final and binding on the Authority, the Union, and the employees involved.
- C. If the employee is dissatisfied with the decision made in Step IV, the Union may request final and binding arbitration by the following procedures:
 - 1. Within thirty (30) calendar days from notification of decision rendered in Step IV, the employee will notify the Executive Board of the O.P.E.I.U., in writing, that the employee wishes to move to Step V, Arbitration. If it shall be the decision of the Executive Board to proceed to arbitration, then and in that event, the Executive Board of the Association shall notify the Executive Director that said case is moving to arbitration.

2. The parties may jointly agree upon the selection of a partial arbitrator; failing such agreement, the arbitrator shall be selected under the rules and regulations of the New Jersey State Board of Mediation.
3. The disposition of any grievance presented to arbitration (Step V, Arbitration) by the Authority and Union, shall conclude grievance procedures subject to such legal procedures as may be appropriate.
4. The cost of arbitration shall be shared equally, by the Authority and the Union.
5. With respect to the foregoing procedures, the Union shall be entitled to process grievances in its own name. A grievance of a general nature concerning the interpretation, inequitable application, violation, or non-compliance with this contract shall be filed by the Association. Any grievance of an employee of such a general nature shall similarly be filed by the Association.

ARTICLE V -WORK SCHEDULES

Administrative employees are required to work six and one-half (6 1/2) hours per day, five days per week. The basic workweek schedule shall be from 9:00 a.m. to 4:30 p.m. for the Administrative and Public Housing Management departments and from 9:00 a.m. to 4:30 p.m. for the Accounting and Section 8 departments, exclusive of one hour for lunch.

Maintenance employees are required to work eight (8) hours per day, five days per week. The basic work week schedule shall be from 7:00a.m. to 3:30 p.m., exclusive of one half-hour for lunch.

Full-Time Security employees are required to work three (3), eight (8) hour shifts per day, five days per week, Day Shift: 07:00 a.m. to 03:00 p.m., afternoon shift: 03:00 a.m. to 011:00 p.m. and overnight shift: 11:00 p.m. to 7:00 a.m., with a 30-minute working lunch break. A security officer must be on the premises at all times. Security Officers should be visible and accessible during their working lunch/break.

ARTICLE VI -SALARY PROGRAM AND COMPENSA TION

1. Compensation Adjustment

- A. The Authority will take appropriate steps to ensure that a person using his automobile on Authority business must first be authorized to do so and will not be so authorized unless he or she has submitted evidence of public liability and property damage insurance coverage. The Authority will have secondary liability

insurance coverage on such cars. Employees using their automobiles are entitled to mileage reimbursement at a rate established by the Federal Government. Department heads are to advise all personnel of these regulations.

B. All maintenance personnel required to work stand-by shall be compensated, by the Authority, at a rate of time and one-half their regular hourly rate. Sundays and holidays will be compensated at two (2) times the regular hourly rate. Building Maintenance Workers, Senior Building Service Workers and Building Service Workers shall be compensated at the fifth step of the Maintenance Repairer salary range and/or longevity where applicable. Off-site standby compensation shall be one hundred dollars (\$150.00) per two-week period. (see holiday schedule attached)

2. Salary Program

A. April 1 2023 3.5% salary increase

B. April 1, 2024 - 3% salary increase

C. April 1, 2025 – 3% salary increase

D. April 1, 2026 – 3% salary increase

E. Negotiations shall commence on or about February 1, 2026, for a successor collective bargaining agreement to commence April, 2026. Said negotiations shall cover wages and other economic issues. In the event an agreement is not reached by April 2026, all time in dispute shall be submitted for final, binding, arbitration to an arbitrator to be agreed upon by the parties, or failing such agreement, to an arbitrator selected by and under the rules and regulations of the Public Employment Relations Commission. Any economic and wage increase shall be effective as of April 1, 2026.

F. Salary adjustments for the fiscal year starting April 1, 2023 to

March 31, 2026, will be subject to local comparability and HUD approval of the operating budget and compliance with and other regulatory requirements imposed by HUD

ARTICLE VII- HEALTH BENEFITS

1. Health and Hospitalization

A. All full-time employees and dependents are to be covered by hospital and major medical insurance by the Housing Authority, in accordance with the Rules established by the State of New Jersey.

- B. Such health coverage shall commence on the first day of the month following the employee's completion of sixty (60) days of service with the Authority.
- C. Dental: The Authority will provide a dental plan for its all full-time employees and dependents who are covered by hospital and major medical insurance by the Housing Authority, comparable to the local municipality's (City of Orange) plan, more specifically known as the Dental Care Program provided by the New Jersey State Health Benefits Plan. Dental insurance will be self-insured and maintained by the Authority. Claims will be paid directly to the participating dentist. The maximum limit per one-year period is \$7,000.00 for each covered family (\$1,800.00 max per family member). Unused limit is not cumulative. The \$7,000.00 maximum may be used for orthodontic treatment.
- D. Prescription: During the term of this Agreement, the Orange Housing Authority agrees to provide a drug prescription plan with a five-dollar (\$5.00) employee co-pay for brand name drugs and a two-dollar (\$2.00) co-pay for generic drugs. .
- E. Vision Care: The Housing Authority agrees to provide a vision care plan for its all full-time employees and dependents who are covered by hospital and major medical insurance by the Housing Authority to include annual examinations, frames and lenses for employees and their dependents. The Plan shall provide a reimbursement for eye examination, lenses and frames \$600.00 annually. Unused reimbursement is not cumulative.

2. **Life Insurance**

- A. All employees who have one continuous year of full-time employment shall be covered for life insurance under the Public Employees' Retirement System of the State of New Jersey at a rate of one and one-half (1 1/2) times the current annual salary for contributory insurance and one and one-half times (1 1/2) times the current annual salary for non-contributory insurance.
- B. Coverage and death benefit shall be equal to three (3) times the employee's current annual salary at the time of death. The amount of coverage increases as the annual salary increases.
- C. Contributory Life Insurance premiums are paid at a rate of one-half (.5) of one percent (1%) of employee's current salary and paid through payroll deductions. Non-contributory insurance premiums are paid by the Authority annually as invoiced by the Division of Pensions.

3. **Pension**

- A. All employees who have one continuous year of full-time employment shall be enrolled in a pension plan under the Public Employees' Retirement System of the State of New Jersey.
- B. Premiums for the pension plan are paid by the employee, through payroll deductions, at a flat rate of three (3) times the current annual salary. The pension rate is determined by the Division of Pensions and will be adjusted accordingly.

4. **Retirement**

The Authority follows local governing municipal policy regarding eligibility and compensation and will continue to do so.

5. **Workers' Compensation**

- A. All employees shall be covered by Workers' Compensation Insurance as required by New Jersey State Law. Claims compensation shall be paid in accordance with requirements of the New Jersey State rules and regulations.
- B. All employees shall be provided with safe, sanitary and healthful working conditions as required by the Occupational Safety and Hazard Association (OSHA) regulations.
- C. All new employees shall be required to have a medical examination by a licensed physician, designated by the Authority, at the time of employment.
- D. Any employee returning to work after three days of sick leave may be required to submit a certificate by the employee's attending physician, indicating his physical ability to return to his assigned duties. An employee who returns to work from extended sick leave may be required to undergo a medical examination by the physician designated by the Authority to examine his physical ability to return to his assigned duties. The cost of such examination will be paid by the Authority. The final decision will be based on the determination of the physician designated by the Authority.

ARTICLE VIII -ANNUAL LEAVE

The Authority shall provide each bargaining unit member with a statement on their bi-weekly payment stub of that employee's accumulated leave. This statement shall indicate the total accumulated sick, annual, and personal leave of the employee. Annual leave is accumulated monthly and posted every year on April 1. Only earned annual leave will be authorized. Employees may not use leave that has not been earned.

Annual Leave: The Authority agrees to four (4) days personal leave per year. The employee is required to notify the immediate supervisor or department head at least one-half hour prior to the start of the workday for the use of personal leave days.

ARTICLE IX -DEATH OF FAMILY MEMBERS

The Orange Housing Authority shall grant an employee five (5) days for bereavement leave in the event of the death of an employee's family member. Family members include spouse, child, step-child, foster child, grandchild, parents, grandparents, sister, brother, mother-in-law or father-in-law. It shall also include relatives residing in the employee's household and domestic partner/civil union (as defined and recognized by the State Law). Employees shall provide a list of all household members on the regular profile sheet in April of each fiscal year.

This contract shall expire at twelve 0' clock midnight on March 31, 2026.

