

AGREEMENT

Between

**HOUSING AUTHORITY AND URBAN
REDEVELOPMENT AGENCY
OF THE CITY OF ATLANTIC CITY, NEW JERSEY**

And

**AFSCME, DISTRICT COUNCIL #71,
AFL-CIO,
LOCAL #3463**

APRIL 1, 2009 THROUGH MARCH 31, 2012

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PREAMBLE

A. The HOUSING AUTHORITY AND URBAN REDEVELOPMENT AGENCY OF THE CITY OF ATLANTIC CITY, NEW JERSEY (hereinafter referred to as "Housing Authority", "Authority", or "Employer") and AFSCME, DISTRICT COUNCIL #71, AFL-CIO, LOCAL #3463 (hereinafter referred to as the "Union") enter into this Agreement with the expectation that its implementation will enhance the ability of the Housing Authority to serve its residents and the Union to serve its membership.

B. The parties recognize that it is the responsibility of the Housing Authority to provide the highest quality public services to its residents.

AGREEMENT

A. This Agreement is made as of the 17th day of February 2009 by and between the Housing Authority and the Union and represents the complete and final understanding on all bargainable issues which were or could have been negotiated.

B. This Agreement has as its purpose:

1. The harmonious relations between the Housing Authority and the Union.
2. The establishment of an equitable and peaceful procedure for the resolution of differences.
3. The establishment of rates of pay, hours of work and other conditions of employment.

WHEREAS, the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

The Housing Authority recognizes AFSCME, District Council #71, as the exclusive bargaining representative for Local 3463 employees employed in the classifications of maintenance repairer, senior building maintenance worker, building maintenance worker, sanitation driver, exterminator and home service aide, excluding all other employees, professional employees, forepersons, clerical employees, department heads, guards and all supervisors having the power to hire, discharge, discipline, evaluate employees and to promote or effectively recommend.

ARTICLE II

DUES CHECK-OFF

A. The Authority agrees to deduct monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of AFSCME Council #71 and the aggregate deduction from all employees shall be remitted to the office of AFSCME Council #71, together with a list of the names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

B. The employees covered by this Agreement may only request deduction for payment of dues to the duly certified majority representative named herein.

C. The effective date of termination of dues deduction to the majority representative shall be in January and July next succeeding the date on which the notice of withdrawal is filed with the Employer.

D. Any employee in the bargaining unit as of the effective date of this Agreement who does not join the Union within thirty (30) days thereafter and any employee who does not join within thirty (30) days of initial employment within the bargaining unit and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit, shall, as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee to the Union shall be in an amount equal to eighty-five (85%) percent 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 the 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 no modification is made in this provision by a successor Agreement between the Union and the Employer.

E. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in and defend any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision, but shall cooperate with the Union in defending this provision.

F. The monthly dues certified to the employer by the Treasurer of AFSCME Council #71 will be divided in half and the same dollar amount will be withheld every bi-weekly pay period. In those months where there are more than two (2) pay periods, this amount will be withheld and remitted to Council #71. As agreed to by Council #71 and Local 3463, these amounts in excess of the monthly dues will be made available to Local 3463 membership for their use.

ARTICLE III

EMPLOYEE REPRESENTATION

A. The Union must notify the Employer within thirty (30) days of the execution of this Agreement and, thereafter, update as necessary the name of the shop steward at each Housing Authority location. There shall be designated a different steward for each location. If the location shop steward is not available, the local President shall act in his/her place. Said stewards shall be permitted to investigate and process grievances of the employees at his/her assigned location. In all instances, permission from the supervisors of all involved employees shall be acquired before any employee leaves his/her work station.

B. The Union must notify the Employer within thirty (30) days of execution of this Agreement and, thereafter, update as necessary the names of the accredited Union representatives who are not employees of the Employer. These representatives will be permitted to visit the employees during work hours at their work stations for the purpose of discussing Union representation matters upon notification to and permission by the employee's immediate supervisor or designee. Such meetings shall not exceed two (2) hours unless there is a formal hearing being conducted.

C. The privileges granted under Sections A and B of this Article shall not permit the activities of said Union representatives and shop stewards to impede the operations of the Employer.

D. Whenever any representative of the Union or any employee is scheduled by the Employer to participate during working hours in negotiations (not to exceed 6 hours) or grievance proceedings, such employee shall suffer no loss in pay.

E. The Union will be permitted to place a bulletin board of a size and type mutually agreed to at an approved location at each work site to which bargaining unit members are assigned.

F. The Employer will give release time to the Local Union President or designee, with pay for a total of eight (8) days per year in the aggregate, for Union

matters, which may be taken in increments of one-half (1/2) days. Release time not utilized within the calendar year preceding an International Convention shall be carried over to the following year. At least one (1) week's notice will be given to the Employer prior to use of the time being requested. A maximum of two (2) additional days with pay will be allotted to the President or designee to attend Educational and Safety Conferences sponsored by AFSCME (when scheduled on his/her regularly scheduled work day) provided the Authority deems the subject matter job related with advance notice of no less than two (2) weeks.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following specific rights:

1. To the executive management and administrative control of all Housing Authority functions, properties and facilities and the activities of Housing Authority employees;

2. To take personnel action subject to the provisions of Civil Service and PERC law as amended;

3. To maintain the efficiency of Authority operations;

4. To take all necessary actions to carry out its mission in emergencies (emergency to be construed as a sudden generally unexpected occurrence demanding immediate action);

5. To exercise control and discretion over its organization and the technology of performing its work;

6. To schedule employee work hours pursuant to the terms of this Agreement;

7. To take disciplinary action after thorough review of the incident.

8. To award merit based bonuses to individual employees at its sole discretion.

B. In exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Housing Authority, the adoption of policies, rules regulations, and practices in furtherance thereof and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement, and then only to the extent such written specific and express

terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.

D. Except as specifically otherwise provided in this Agreement, all rights, powers and authority not specifically restricted by this Agreement are retained and remain exclusively and without limitation within the right of management. The union, on behalf of the employees, recognizes that the primary obligation of this Authority is to service the public.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration (the immediate supervisor and the next higher supervisor or manager) and having the grievance adjusted without the intervention of the Union.

B. Definitions. The term "grievance" shall mean an allegation that there has been:

1. A misrepresentation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or,

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy or orders applicable to the Employer, which shall be processed up to and including the Employer and shall hereinafter be referred to as a "non-contractual grievance."

C. Presentation of a Grievance. The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union representatives who are employees of the Employer throughout the grievance procedure.

D. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1.

a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her immediate supervisor within ten (10) working days of the occurrence complained of or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward or Local Union representatives.

b. The immediate supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2.

a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Site Manager or designee within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the shop steward or Local Union representatives.

b. The Site Manager, or his designee, shall render his decision within eight (8) working days after the receipt of the complaint.

Step 3.

a. Should the grievant disagree with the decision of the Site Manager, or his designee, the aggrieved may, within ten (10) working days, submit to the Executive Director a statement, in writing and signed, as to the issues in dispute. The Executive Director shall review the decision of the Site Manager together with the disputed areas submitted by the grievant. The grievant and/or the Union representatives may request an appearance before the Executive Director. The Executive Director will render his/her decision within ten (10) working days after the grievance board meeting at which the matter has been reviewed. If the Executive Director's decision involves a non-contractual grievance, the decision of the Executive Director shall be final.

b. The grievant may be represented by the Local Union Officer or the International Union representative, or both. A minority organization shall not present or process grievances.

c. If a hearing is to be provided, it shall be scheduled within ten (10) working days, unless the parties mutually agree to an extension and provided that the Union hand-deliver the third-step grievance to the Executive Director.

Step 4.

a. Any unresolved contractual grievance (as defined in B.1, Definitions, above), except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Executive Director's decision.

b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

c. The arbitrator shall be selected in accordance with the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Public Employment Relations Commission.

d. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

e. The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

f. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

g. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise

issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

h. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

i. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

j. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

k. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceedings unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution as to the prior conduct of the other party and shall be followed in its entirety unless any step is waived by mutual consent.

E. Working day, as defined in this Article, shall mean Monday through Friday irrespective of whether or not the employee works those days.

ARTICLE VI

SENIORITY

A. All employees of the Housing Authority shall be credited with seniority from the date of their employment by the Housing Authority, which shall be called employment seniority.

B. All new employees hired shall be "probationary" employees for a period of one hundred fifty (150) days from the date of hiring. The employee's date of hire is the date that the employee is hired for full time permanent employment and is physically on the premises and available for work. Seasonal, interim and/or part-time employment is not counted as part of an employee's probationary period and is not credited for the purposes of accruing benefits hereunder, including but not limited to vacations or sick leave. Upon satisfactory completion of the one hundred fiftieth (150th) day, the employee's seniority shall be credited to him from his first day of employment, and he shall accrue all rights and benefits provided for him by the terms of this Agreement, except where such time period is modified by other provisions of this Agreement.

C. In all cases of demotions, layoffs, recall, vacation schedules and choice of shifts in a continuous operation and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he/she has the ability to perform the work involved in the job title and it does not conflict with any Civil Service regulations.

D. The seniority of an employee may be lost only after a break in service, which includes resignations, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report after leave, and acceptance of other permanent employment while on leave.

ARTICLE VII

JOB VACANCIES

A. Vacancies shall be determined by the Employer based upon the creation of an open slot due to promotion, discharge, transfer, quit, or other reason.

B. All vacancies will be posted on employee bulletin boards as soon as they become known to management. Said posting shall include the job title, a short description, the location of the opening, the salary range, if known, and the name and address of the person to whom applications are to be sent. The posting shall remain on the bulletin boards for ten (10) WORK DAYS.

C. Employees who wish to apply shall submit applications to the designated individual.

D. In deciding which bidder shall be given the temporary appointment, the Employer agrees that consideration will be given to the seniority of the respective bidders, as well as job performance and ability (which includes skill).

ARTICLE VIII

PROMOTIONS

Upon promotion, employees will receive an increase in the amount of ten (10) percent of their current salary or an increase of up to five (5) percent above the minimum of the range for the new position, whichever amount is greater. Authority management reserves the right to exceed the amount of the increase in compensation under special circumstances, so long as such circumstances are determined reasonable by management after a formal review of an employee's credentials, Management's conclusions in this regard must be set forth in writing, submitted to the Personnel Officer and approved by the Executive Director.

ARTICLE IX

LEAVES OF ABSENCE

A. Service credit shall continue to accrue during paid leave of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence, except for military leave. However, the employee shall be entitled, upon his/her return from leave of absence without pay, to all service credits earned up to the date his/her leave commenced.

B. Leaves of absence for employees may be granted as provided in Civil Service Statutes and rules and regulations except as otherwise noted herein.

C. Leave of Absence Without Pay. The Executive Director may grant full time employees an unpaid leave of absence for up to three (3) months for medical (personal or family) or personal reasons. Requests for such leave must be made, in writing, at least 30 days in advance to the Executive Director or his authorized agent. Written requests shall include a detailed explanation of the need for the requested leave.

Employees will accrue no Seniority, or additional Sick or Vacation Leave, during a Leave of Absence Without Pay. All pension contributions and disability insurance coverage ceases during the leave. Employees may be eligible to purchase additional pension credit for the leave period through the Division of Pensions and Benefits.

If the request is due to the employee's own health condition, the Authority will require the employee to present a certification from the employee's physician. The Authority may require a second opinion medical examination, which will be paid for by the Authority. If the opinion of the employee's health care provider and the second opinion are in disagreement, an employee may be required to have a third neutral opinion medical examination, also paid for by the Authority. The third examination decision will be final.

If the request is due to the health condition of a family member, the Authority will require an employee to present a certification from the family member's

physician. The Authority may require subsequent certifications from the employee's family member's physician at the discretion of the Executive Director.

D. Any employee who is a member of the Union and is legally elevated to an official full-time position in the parent Union shall be granted a leave of absence without pay to attend his/her official duties for a period not exceeding one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

E. Military Leave.

Any full-time permanent employee who leaves the Authority directly to enter active service in the U.S. Armed Forces or Coast Guard, in time of war or emergency, will be granted a military leave of absence without pay for the full term of service and for 90 days thereafter. The employee may use accrued compensatory time, vacation or personal leave time before going on unpaid military leave.

In case of service-connected illness or injury which prevents the employee from returning to employment, the Authority will extend the employee's sick leave coverage three (3) months after recovery, but not beyond two (2) years after the employee's official date of discharge.

An employee who voluntarily continues his/her military service beyond the date on which release is permitted, or who voluntarily reenters the armed forces or accepts a regular commission, shall be required to resign his/her position with the Authority or face removal for job abandonment.

Any full time employee who is a member of the National Guard or of an Armed Forces or Coast Guard reserve component shall be granted paid leave of up to 14 days per year, in order to fulfill his/her annual active duty or field training obligations. If any employee is ordered to fulfill active duty or field training obligations beyond 14 days, the employee may use accrued compensatory time, vacation, or personal leave time, or go on leave without pay. The employee must present to his/her supervisor with a copy of his/her official active duty orders within three (3) days of receiving such notice.

Any full time employee who enlists in any reserve component of the Armed Forces or Coast Guard, or who is otherwise ordered to perform an initial period of active duty for training under the Reserve Forces Act of 1955, shall be granted an unpaid leave of absence for the period of such duly ordered training.

The Authority will continue health benefits the first twelve (12) weeks of Military Leave, under the same terms and conditions as would have been provided if the employee had remained actively employed, provided the employee pays the health benefits premium payments or co-payment/dependent cost, if applicable, on a timely basis and coverage is permitted by the relevant plans. The employee will receive a schedule for making health benefits premium payments or co-payments/dependent costs. Failure to remit payment to the Authority within thirty (30) days of the due date will result in termination of health benefits coverage for the duration of the approved leave. Employees who lose their health benefits coverage may reapply for restoration within sixty (60) days after the original termination of benefits.

The Authority will not pay benefits premiums beyond the initial twelve (12) weeks of leave. To continue health benefits coverage after the initial twelve (12) weeks, an employee must pay both the employee and employer portions of the health benefits premium.

All Seniority, Vacation and Sick Leave time that have accrued as of the time that the leave commences will be preserved. Employees also will continue to accrue Seniority, Vacation and Sick Leave time during the leave in the same manner in which such leave would have been accrued had they been continuously employed.

F. Jury Duty.

Any employee who is summoned to perform jury duty, or who is subpoenaed to appear as a witness before a court, legislative committee, judicial, or quasi-judicial body whose proceedings are directly related to the official business of the Authority, or who are not a plaintiff or defendant in a matter, shall be excused from their normal work duties, with pay, in order to fulfill this civic obligation.

Copies of the jury duty summons or subpoena that is received by the employee must be given to the employee's supervisor within three days of receipt by the employee. Employees who perform jury duty or who appear as witnesses shall request a certificate of attendance from the court, and provide a copy of the certificate to their supervisor.

Any monetary stipend received by an Authority employee for such services shall be signed over to the Authority.

G. Absence Without Leave.

1. Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.

2. Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and may be cause for disciplinary action.

H. Family and Medical Leave Act.

1. All employees who have been employed by the Authority for at least twelve (12) months, and who have worked at least one thousand (1,000) hours for the Authority during the twelve (12) month period prior to the leave request, are eligible for leave under paragraph 2 (a), (b), and (c) below. All employees who have been employed by the Authority for at least 12 months, and who have worked at least one thousand two hundred fifty (1,250) hours for the Authority in the twelve (12) month period prior to the leave request, are also eligible for leave under paragraph 2 (d) below.

2. All eligible employees of the Authority, as defined above, are entitled to a twelve (12) week unpaid leave of absences during any twelve (12) month period for one (1) or more of the following reasons:

- (a) Birth and care for a newborn child;
- (b) Placement of a child with the employee for adoption or foster care;
- (c) Care for spouse, parent, spouse's parent, son or daughter with a serious health condition;
- (d) Employee's own serious health condition.

Serious health condition is defined as an illness, injury or impairment of physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility. It can also mean a continuing treatment by a healthcare provider resulting in incapacity for more than three (3) days or other qualifying chronic conditions or periods of incapacity. Son or daughter means any natural, adopted, or foster child under the age of eighteen (18), or a child over eighteen (18) who is incapable of self-care due to physical or mental disability. Leave for birth, childcare, adoption or foster care must commence with the date of birth or placement of the child.

3. Intermittent or Reduce Leave.

Employees are entitled to intermittent or reduced leave (i.e., leave taken to shorten an employee's work week or workday), when medically necessary, for treatment or their now serious health condition or for care of a seriously ill family member. When such leave is foreseeable due to planned medical treatment such as surgery, the employee must provide reasonable prior notice to his/her supervisor. The Authority has the right to reassign the employee's intermittent or reduced work schedule. Intermittent or reduced leave for childbirth, adoption or foster care requires then prior written notification to the Executive Director.

4. Detailed application instructions are available from the Authority's Personnel Officer. Any employee contemplating Family or Medical Leave should contact the Personnel Office as early as possible for assistance in properly planning and applying for the leave. Employees who wish to apply for personal or family care medical leave must do so, in writing, at least fifteen (15) calendar days in advance.

5. (a) The Authority requires detailed medical certification from the employee's or family member's health care provider for all personal and family care medical leaves, before and during the leave term. The initial certification from the treating health care provider must be submitted to the Personnel Office before the leave commences. Recertification is required every thirty (30) calendar days or at the end of any period of incapacity noted on a prior certification. Failure to submit proper certification within fifteen (15) calendar days will revoke an employee's entitlement to continued leave.

(b) Official medical certification forms, available from the Personnel Office, must be completed in full with the following information:

- Date the serious health condition began;
- Probable duration of the condition;
- Medical facts regarding the condition;
- Justification for the leave; and,
- Signature of the treating health care provider.

(c) If the employee is requesting leave to care for a seriously ill

family member, the certification must come from the family member's treating physician. The certification must indicate that the employee is needed to care for family member during his/her serious illness.

(d) If the employee is requesting for his/her serious health condition, the employee's treating physician must certify that the employee is unable to perform the function of his/her job.

(e) If the employee is unable to return to work at the conclusion of his/her leave entitlement due to the continuance, recurrence or onset of a serious health condition, he/she must provide additional medical certification on that condition.

(f) The Authority has the right to require medical certification from a second health care provider chosen by the Authority. If such second certification differs from that provided by the employee's physician, the Authority may require certification from a third provider who is approved jointly by the employee and the Authority. The third certification will be binding on both parties. Second and third medical opinions will be at the Authority's expense.

6. Employees are required to use all accrued sick and vacation leave days before going on unpaid leave. The number of sick and vacation days used will be subtracted from the twelve (12) weeks leave entitled to determine how much Family and Medical Leave remains available to the employee. The remainder of the approved leave will be without pay.

7. If a husband and wife are employed by the Authority, they are entitled to a combined twelve (12) weeks of leave for the birth, adoption or foster care placement of a child, or for the care of a seriously ill parent, during any twelve (12) month period. Both husband and wife are entitled to twelve (12) weeks unpaid leave for their own serious health condition and/or for the care of their spouse or child with a serious health condition.

8. The Authority requires employees on leave to report their status and intention to return to work periodically during the term of their leaves. Prior to returning to work after leave for a serious health condition, the employee must provide a certification from the treating physician that he/she is able to return to work and perform the duties of his/her position. Any employee who is granted leave under this policy is

entitled to return to work in the same or an equivalent pay, benefits and other terms and conditions of employment. Once the leave entitled expires and the employee does not return to work, the Authority is no longer obligated to pay health benefits premiums on behalf of the employee, or to return the employee to full employment.

9. The Authority will retain for a minimum of five (5) years all records pertaining to its administration and compliance with the Federal Family and Medical Leave Act of 1992 (FMLA) and the New Jersey Family Leave Act. (FLA)

ARTICLE X

HOURS OF WORK

A. The work week shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days per week, from Sunday through Saturday, inclusive, midnight through 11:59 P.M., inclusive, except for the Home Service Aides, whose hours are set forth in Article XVI.

B. The Employer reserves its right to alter the work schedule of its employees, provided five (5) days notice is provided to the individuals involved and the Union, except in the event of an emergency as determined by the Employer. The Union shall have the right to present its view regarding such change. If an individual employee is in the need of additional notice (not to exceed a total of ten (10) days) due to extenuating circumstances (e.g. child care arrangements, transportation) such employee should submit a request in writing detailing the circumstances. Due consideration will be given to the request.

C. Home Service Aides shall be paid the current Internal Revenue Service rate per mile for use of their personal cars to run errands for clients.

D. On Call Duty. Employees required to answer a call shall be compensated for no less than two (2) hours. When they arrive they must call Security. When they complete the service request they must call Security again. If there are other requests that extend beyond two (2) hours, they will be paid for the additional time. If there are no further service requests, they can leave. If they are cleared to leave and are then called back, the required two (2) hour compensation begins again.

E. An employee is considered late when he/she reports to work after his/her scheduled time of arrival or the time of expected return to duty. On those rare occasions when an employee cannot report on time, the employee must notify his/her supervisor as far in advance as possible, indicating his/her anticipated time of arrival at work, but no later than fifteen (15) minutes prior to the commencement of the shift. Notification does not preclude the Authority from taking disciplinary action.

F. (1) All maintenance repairers and senior Building Maintenance Workers, which are hired prior to the execution of this Agreement, shall have a valid N.J. Driver's License or other driver's license(s) in good standing in order to drive an Authority vehicle. All individuals covered by this Agreement who are employees of the Authority as of the execution of this Agreement shall also have a drivers license in good standing while in the employ of the Authority, unless they do not have such at the time of the execution of this Agreement. In addition, all members of the bargaining unit in the positions set forth above are encouraged to start the process of obtaining Black Seal Boiler training/license within six (6) months of the execution of this Agreement.

(2) All new maintenance repairers and senior Building Maintenance Workers hired at or subsequent to the execution of this Agreement must have a valid New Jersey Drivers License in good standing and a Black Seal Boiler Operator's License as conditions of employment.

ARTICLE XI

OVERTIME

A. In accordance with the Fair Labor Standards Act, time and one-half (1 ½) shall be paid for all hours actually worked in excess of forty (40) hours per week. However, the Authority will also include all paid holiday time and personal leave days in calculating the employee's forty (40) hour week. The Authority will not consider sick time, workers' compensation, vacation or any other leave in calculating overtime.

B. Overtime work must be authorized by the employee's supervisor or his designee and any overtime submitted which has not been so authorized shall subject the employee to discipline.

C. Overtime assignments will be based upon a site specific rotational seniority list of those employees whom the Employer deems qualified to perform the specific tasks required and whose job performance has been satisfactory. In the event overtime manpower needs are not met through the list, the Employer shall have the right to assign the work to the least senior qualified employee.

D. Any employee covered by this Agreement shall receive double time pay for the seventh day of work performed consecutively, if that employee has been assigned the previous six days in the boiler room.

E. Foremen/Supervisors shall not work scheduled overtime assignments which could be performed by a member of the bargaining unit unless all qualified personnel have been contacted and the list has been exhausted or there is a need for more than one (1) worker.

ARTICLE XII

UNIFORMS

A. The Housing Authority will provide all employees who are required to wear uniforms an annual clothing allowance of \$350.00 for each year of the contract paid in a separate check during the first two (2) weeks of December to cover the preceding twelve (12) months. The Authority will provide an initial issue of uniforms to each employee required to wear a uniform and thereafter the employee will be responsible for replacement, maintenance and laundering of their uniforms. The uniforms will be of a type and style designated by the Authority. If and when the Authority decides to change uniforms (type and style) the Authority is responsible for supplying all employees covered under this article with a total issuance of uniforms as noted in Section A. The initial issue of uniforms for "blue collar employees" shall be four (4) pairs of trousers, two (2) long-sleeve shirts and two (2) short-sleeve shirts. For Home Service Aides, the initial issue shall consist of four (4) units, which shall include at least one (1) pinafore and the employee's selection of any three (3) additional pieces, made up of dresses, pant suits or pinafores. Navy blue pants may be worn year round. No uniforms will be provided to Home Service Aides until ninety (90) days of the working test period have been concluded successfully. During the first ninety (90) days of the working test period, Home Service Aides must provide their own similar uniforms with a blue top. After successful completion of the one hundred fifty (150) day working test period, Home Service Aides may wear uniforms pre-approved by the Housing Authority or by his/her supervisor.

B. In addition to the uniforms supplied in accordance with paragraph A above, the Employer shall furnish heavy jackets, painting overalls and foul weather gear to the employees. The Employer shall replace heavy jackets after four (4) years of use. Coveralls and foul weather gear shall be maintained at each project in sufficient quantity and of sufficient type in order to enable all employees who are required to perform duties in cold and foul weather to be adequately protected from the elements. Said foul weather

gear shall consist of, but not be limited to: rain suit, heavy-duty and rubber gloves, rain hats, rubber knee boots and jackets. For Home Service Aides, foul weather gear shall consist of a rain poncho. All foul weather gear is to remain the property of the Housing Authority.

C. Employees required to wear uniforms must be dressed in proper uniform during their regular work hours. Any employee who is at work and not in proper uniform shall, at the direction of his/her supervisor, clock out, return to work in proper uniform, and clock back in.

D. Temporary employees hired for six (6) months or less, and those employees under a grant for twelve (12) months will not be required to wear uniforms, and shall not receive uniform allowance.

E. Uniform allowance shall be pro-rated for employees hired after January 1 of any calendar year.

ARTICLE XIII

STATE HEALTH, LIFE INSURANCE & PENSION PROGRAMS

A. For the period through March 31, 2012:

1. The Authority shall continue to provide through N.J. State Health Benefits, health insurance and major medical coverage to employees and their dependents. In the event that the Authority changes health benefit plans, the new plan shall provide substantially similar benefits. The employee shall pay ten (10%) of the total premium cost for dependents, as set forth below:

All employees shall contribute as follows to their health insurance/major medical/prescription coverage:

HMO	
Single	0% of premiums
H&W/P&C	10% of premiums to a max of \$70/month
Family	10% of premiums to a max of \$90/month

NJ Direct 10 and NJ Direct 15	
Single	0% of premiums
H&W/P&C	10% of premiums to a max of \$70/month
Family	10% of premiums to a max of \$90/month

2. The present life insurance and pension plan will be maintained, in accordance with N.J. Division of Pensions regulations.

3. The current level of vision care benefits will be continued. The Authority's obligation shall be capped at the premiums below:

Single	\$.75
Employee & Spouse	\$2.50
Family	\$2.50
Parent & Child	\$2.50
Parent & Children	\$2.50

The employees will be required to pay all premiums in excess of the amount.

4. The Authority will continue to provide a dental plan with the current level of benefits. The Authority's obligation shall be capped at the premiums below:

	Premier	Advantage
<u>Single</u>	<u>\$22.04</u>	<u>\$22.14</u>
<u>Employee & Spouse</u>	<u>\$35.36</u>	<u>\$35.85</u>
<u>Family</u>	<u>\$59.67</u>	<u>\$61.17</u>
<u>Parent & Child</u>	<u>\$35.36</u>	<u>\$35.85</u>
<u>Parent & Children</u>	<u>\$59.67</u>	<u>\$61.17</u>

The employees will be required to pay all premiums in excess of the amount.

5. The Authority will continue to provide a prescription plan. The prescription plan shall be the plan previously approved under the auspices of the NJSHBP plan and shall be as established/revised by the State (co-pays/contributions, etc.).

6. Life insurance shall be as per the Public Employment Retirement System.

7. The Authority recognizes that some employees may not require health insurance coverage as they are covered under another individual's health insurance plan. Any employee so covered may voluntarily waive their ability to participate in the plan offered by the Authority. In exchange for this waiver, the employee shall receive forty percent (40%) of the Authority's yearly premium cost for the plan under which the employee would have been covered. This amount will be annualized and the same dollar amount shall be paid to the employee every bi-weekly pay period.

In order for an employee to be eligible to elect to make this voluntary waiver, the employee must provide documentation to the Authority that he/she is covered under an alternate health insurance plan.

All waivers shall be effective a full year (January 1 through December 31) Written notice of an employee's intent to make this voluntary waiver must be submitted to the Personnel Department of the Authority prior to October 31 for the subsequent year. Employees may either re-elect the option of waiving health insurance coverage during each open enrollment period or elect to re-enroll in the insurance plan(s) offered by the Authority.

Notwithstanding the above, an employee who has a change in status (e.g., termination of employment, death, separation, divorce, etc.) which causes the

employee to lose his/her alternate health insurance coverage shall be entitled to re-enroll in the health plan at any time during the year if the employee provides the Authority with notice of the change within sixty (60) days of the event causing such change. The cash payment referred to above shall be prorated for the employee subject to a change in status.

ARTICLE XIV

HOLIDAYS

A. Each employee shall be granted the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Fourth of July
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

and any and all other holidays or days off which may be designated and granted by the management of the Housing Authority to its general employees.

B. In the event that a holiday falls on a vacation day, or a day off, said employee shall be paid for said holiday.

C. In addition to straight time holiday pay, all employees required to work on a holiday, as listed in paragraph A, shall be paid time and one-half compensation for all hours actually worked.

D. All employees who work on days designated by the Authority as "snow days" shall be paid at the rate of time and one-half (1 ½) for the first eight (8) hours and double time for all hours in excess of eight (8).

E. Personal Days. Each employee shall be granted three (3) personal leave days yearly. These days shall be non-accumulative and not considered holidays as such. A request for the use of a personal day must be submitted to the employee's supervisor for approval except in emergent situation (24 hours notice). The supervisor shall make every effort to grant the personal day request in keeping with the manpower needs of the Authority. Personal days may only be attached to a vacation or holiday with prior approval by the employee's supervisor.

F. Inclement Weather Compensation. In the event of inclement weather, the Executive Director will determine if Authority offices will remain open. Employees may receive information in this regard by calling the Authority main phone number for a taped message or viewing public access television or tuning to local radio. If offices are not officially closed, employees are expected to report to work at their normal starting time. If any employee cannot make it to work, he/she should notify his/her supervisor and request appropriate personal, vacation, or compensatory time off for the hours missed. If Authority offices are officially closed, employees will be paid for their normal workday as though it were an official holiday.

G. If for any reason the Housing Authority closes its operation for all or any portion of a day, and a skeleton crew is required to remain, then in addition to regular straight time pay, the employees who are working on the skeleton crew shall receive hour-for-hour compensatory time off to be used within three (3) months of its occurrence upon proper request and managerial approval.

ARTICLE XV

SICK LEAVE, VACATION AND OTHER BENEFITS

A. SICK LEAVE

Sick leave is a privilege, not an entitlement. The Authority offers its employees a liberal, paid sick leave benefit that is to be used prudently and strictly to cover absences from work due to personal illness, medical/dental appointments and medical tests, exposure to contagious disease, or attendance upon a seriously ill family member who resides with the employee. "Family member" is defined as husband, wife, civil union partner, domestic partner, son, daughter, mother, father, brother, sister, grandparent, grandchild, great-grandparent, great-grandchild, mother-in-law, father-in-law or other relatives who resides with the employee. "Domestic Partner" is defined as a member of the employee's household who is not related by marriage, but with whom the employee has a significant, ongoing relationship. "Civil union partner" is defined as an individual who has entered into a civil union with the employee pursuant to the laws of the State of New Jersey.

Sick leave may be used periodically, in increments of one-half hour or more, for non-emergency medical purposes such as physician and dentist appointments and medical tests, with the advance approval of the employee's supervisor.

New employees earn their sick leave at the rate of 1 ¼ days per month, during their first calendar year of employment. Other full-time employees are advanced 15 sick leave days per year, earned at the rate of 1 ¼ days per month, at the start of the calendar year. Unused sick leave accumulates from year to year and is available to cover serious, unanticipated long-term illness.

Employees who need to use intermittent sick leave days are required to notify their supervisor by their scheduled reporting time. Supervisors may require employees to submit a doctor's note or other proof of personal or family illness, whenever the supervisor suspects sick leave abuse. Official medical certifications are required for any sick leave absences of four (4) days or more. Once an employee accumulates ten (10) intermittent sick leave absences in any calendar year, he/she shall be

required to provide a doctor's certification for each subsequent sick leave absence during that year. Medical documentation which is required pursuant to this section must be presented to the employee's supervisor on the day the employee returns to work from sick leave.

Supervisors are expected to monitor and act upon all suspected and/or verified abuses of the sick leave privilege. The Authority Personnel Office will review employee sick leave usage, and will work with supervisors to initiate appropriate disciplinary action, ranging from written warning(s) to termination of employment, against violators of this policy (see Section 8 of this document).

Sick Leave Payments Upon Retirement or Separation.

Employees who retire under the Public Employees Retirement System (PERS) will be paid for up to 180 days of their accumulated sick leave days, up to a maximum of \$15,000 if hired on or before December 31, 2007. Any employee hired on or after January 1, 2008 shall be capped at \$10,000. Payments are made upon receipt of retirement approval from the New Jersey Division of Pensions and Benefits.

Employees who resign, are dismissed, are removed, failed to return to their positions after an approved leave of absence or elect deferred retirement shall not receive monetary compensation for unused sick leave days. Employees who have used more sick time than they have accrued and earned at the time of separation shall reimburse the Authority for the full value of such sick time.

B. WORKER'S COMPENSATION

Employees injured on the job are covered under Worker's Compensation for wage loss and other benefits required by statute. Information regarding benefits, coverage, exclusions and other terms and conditions is available from the Personnel Officer. To be eligible for Worker's Compensation coverage, employees must report work-related accidents immediately to their supervisor, and must receive necessary medical attention only from providers designated by the Authority or its Worker's Compensation insurance carrier. Supervisors of injured employees are required to report injuries and accidents immediately to the Personnel Officer.

C. MILITARY LEAVE

(1) Any full-time permanent employee who leaves the Authority directly to enter active service in the U.S. Armed Forces or Coast Guard, in time of war or emergency will be granted a military leave of absence without pay for the full term of service and for ninety (90) days thereafter. The employee may use accrued compensatory time, vacation and/or administrative leave before going on unpaid military leave.

(2) In case of service-connected illness or injury which prevents the employee from returning to employment, the Authority will extend the employee's sick leave coverage three (3) months after recovery, but not beyond two (2) years after the employee's official date of discharge.

(3) An employee who voluntarily continues his/her military service beyond the date release is permitted, or who voluntarily reenters the armed forces or accepts a regular commission, shall be required to resign his/her position with the Authority of face removal for job abandonment.

(4) Any full time employee who is a member of the National Guard or of an Armed Forces or Coast Guard reserve component shall be granted paid leave of up to fourteen (14) days per year, in order to fulfill his/her annual active duty or field training obligations. For ordered duty beyond fourteen (14) days, the employee may use accrued compensatory time, vacation, or administrative leave time, or go on leave without pay. The employee must present to his/her supervisor a copy of his/her official active duty orders within three (3) days of receiving such notice.

D. FUNERAL LEAVE

Full-time employees will be granted up to three (3) working days with pay per occurrence to attend a funeral of a family member or partner, as defined above.

Funeral leave may not be accrued. Unused funeral leave will not be compensated. Employees who wish to attend the funeral of other relatives, friends, acquaintances or associates should request vacation, personal or compensatory time off.

E. DONATED LEAVE

As permitted under the New Jersey Personnel rules (N.J.A.C. 4A:6-1.22), and where applicable, the Authority has established a donated leave program which

allows Authority employees to voluntarily donate a portion of their earned sick and/or vacation time and who:

- Suffer from catastrophic health condition or injury that necessitates the employee's prolonged absence from work; or,
- Are needed to care for a member of their immediate family who is suffering from a catastrophic health condition or injury.

A full program description, including donor and recipient participation requirements, is available from the Personnel Office.

F. EFFECT OF LEAVE ON BENEFITS

(1) During paid leaves, enrolled employees shall continue to receive full health, insurance and pension benefits. The Authority will pay the employer portion of health benefits premiums for up to twelve (12) weeks for those employees only on approved, unpaid family or medical leave. Employees are responsible for paying their portion of the premium cost for their covered dependents in order to maintain dependent coverage.

(2) The Authority does not pay health benefits premiums for any employee on unpaid personal or military leave, or family/medical leave beyond the initial twelve (12) weeks. To continue their health benefits coverage while on such leaves, employees must pay both the employee and employer portions of the health benefits premium.

(3) Employees on unpaid leave will receive a schedule for making health benefits premium payments or co-payments. Failure to remit payment to the Authority within thirty (30) calendar days of the due date will result in termination of health benefits coverage for the duration of the approved leave. Employees who lose their health benefits coverage may reapply for restoration within sixty (60) calendar days after the original termination of benefits.

(4) Employees accrue no seniority, or additional sick or vacation leave, while on unpaid leaves of absence. All pension contributions and disability insurance coverage cease during unpaid leaves. Employees may be eligible to purchase additional pension credit for the leave period through the New Jersey State Division of Pension and Benefits.

G. VACATIONS

(1) All full time employees earn paid vacation monthly, credited on the 15th day of the month, based on their seniority, as follows;

Up to one (1) year of service – one (1) day per month

One (1) through Four (4) years – fifteen (15) days per year (1.25 days per month)

Five (5) through Nine (9) years – eighteen (18) days per year (1.50 days per month)

Ten (10) through Fourteen (14) years – twenty-one (21) days per year (1.75 days per month)

Fifteen (15) through Twenty (20) years – twenty-five (25) days per year (2.08 days per month)

Twenty-One (21) years or more – thirty (30) days per month (2.50 days per month)

(2) Effective January 1, 2006, all full time employees earn paid vacation monthly, credited on the 15th day of the month, based on their seniority, as follows:

Up to one (1) year of service – one (1) day per month

One (1) through Four (4) years of service – fourteen (14) days per year (1.17 days per month)

Five (5) through Nine (9) years – sixteen (16) days per year (1.33 days per month)

Fifteen (15) through Twenty (20) years – twenty-three (23) days per year (1.92 days per month)

Twenty-One (21) years or more – twenty-eight (28) days per month (2.33 days per month)

(3) Employees may carry forward up to one (1) year's worth of unused vacation time for business necessity reasons only if approved by the Executive Director or designee. Employees who do not use said leave time in the following year (some or all) forfeit such.

(4) Vacation leave may be requested and approved in increments of one-half hour or more. Employee vacation requests must be made, in writing, to the supervisor, as far in advance as possible, but at least three (3) work days in advance for a single day, and at least five (5) work days in advance for two (2) to five (5) consecutive days. Employees requesting six (6) or more consecutive days vacation must submit a

written request, through their supervisors, to the Department Head at least fifteen (15) work days in advance of the requested vacation time. Same day vacation requests shall not be telephoned in or granted, except under inclement weather conditions (see Section 4.9 of this document) or personal or family emergencies.

(5) Employees on approved unpaid leave of absence shall not accrue any vacation benefits. Employees shall not be charged vacation leave for any official holiday which follows during the employee's scheduled approved vacation. Employees who are separated from employment with the Authority in good standing shall be paid for the full value of all earned, unused vacation time.

ARTICLE XVI

JOB CLASSIFICATIONS AND WAGES

A. Job Classifications.

1. The following shall be the classification of jobs performed by the employees covered by this Agreement, together with the minimum rate of pay for each classification:

<u>TITLE</u>	<u>MINIMUM PAY COMMENCING APRIL 1, 2008</u>
Sr. Maintenance Repairer	\$21,550.00
Maintenance Repairer	\$21,234.00
Sr. Building Maintenance Worker	\$19,650.00
Sanitation Drivers	\$20,150.00
Exterminator	\$19,650.00
Exterminator Trainee*	\$19,150.00
Home Service Aides	\$20,252.00

2. The description of job duties under each job classification listed above shall be contained in job descriptions which have been provided to each employee and which are incorporated herein by reference. The Authority agrees to strict compliance with Article XV.

B. Wages.

1. Effective April 1, 2009 all employees will receive a Seven Hundred Fifty (\$750) dollar increase in their annual base salary.

2. Effective April 1, 2010 all employees will receive an Eight Hundred (\$800) dollar increase in their annual base salary..

3. Effective April 1, 2011 all employees will receive an Eight Hundred Fifty (\$850) dollar increase in their annual base salary.

4. All members of this bargaining unit, except home health aides, will be required to be on-call. A valid written reason will need to be provided in order to

excuse a bargaining unit member from an on-call assignment; the propriety of said reason(s) will be determined by the Executive Director or designee. Supervisors will be placed on the on-call list if the CWA contract provides for such. The word emergency will be placed throughout the appropriate language; emergency shall be determined by the supervisor and/or security.

5. Any and all employees who are required to hold/maintain a CDL driver's license, as well as required to use such by the Authority, shall receive a stipend of Two Hundred Fifty (\$250.00) Dollars per year. This stipend to be paid in a separate check during the first two (2) weeks of December to cover the preceding twelve (12) months.

6. Any employee who has a Black Seal License and who is assigned to work in a boiler room will be paid an additional supplement of Forty Five (\$45) per week. This additional supplement shall only apply to an employee whose license is current and who is assigned to boiler room duties for at least five (5) days a week.

ARTICLE XVII

HOME SERVICE AIDES

A. The Home Service Aides ("Aides") will be regularly scheduled to work forty (40) hours per week. They shall receive a one-half (1/2) hour unpaid lunch, except that on official paydays, the Aides will be entitled to a forty-five minute lunch from 12:25 p.m. to 1:30 p.m., fifteen (15) minutes of which will be paid time off.

B. Aides must be available to work on weekends and holidays on an as-needed basis. The Authority will provide the Aides with as much notice as possible when they will be needed to work a holiday or weekend. Holiday and weekend assignments will be made on a rotational seniority basis to those Aides whose job performance has been satisfactory. In the event weekend/holiday manpower needs cannot be met through the list, the Authority shall have the right to assign the work to the least senior qualified Aide.

C. The Authority retains the managerial prerogative to change regular work schedules so as to limit overtime costs for weekend/holiday assignments.

D. The Aides will receive layoff notices at least forty-five days prior to expiration of the grant in accordance with state law, due to the uncertainty of future funding for the program.

E. The Authority agrees to apply for all funding and grants it has received in the past.

ARTICLE XVIII

HEALTH AND SAFETY COMMITTEE

A. The Employer and the Union agree to the formation of a Health and Safety Committee consisting of two (2) members designated by each party (total of 4). It shall be the responsibility of the Committee to review and make recommendations regarding health and safety issues to the Authority and the Union. The Committee shall meet during the first week of April, July, October and January, during other than work time for a period not to exceed one (1) hour.

B. Both sides agree to abide by all legal requirements regarding health and safety as such apply to this unit.

ARTICLE XXIX

TRAINING

A. In order to be eligible for promotions, employees may be required to take training classes.

Training time will not be paid except that if an employee is required to be released during the work day from the regularly scheduled shift, the employee will be paid for that time. For example, if a class begins at 3:30 p.m., the employee may be released at 3:00 p.m. to arrive promptly at the training site. If the employee's regular work day concludes at 4:30 p.m., the employee will be paid from 3:00 p.m. to 4:30 p.m. The remaining class time will be unpaid personal time and will not be counted towards overtime.

ARTICLE XX

EMPLOYEE PERFORMANCE EVALUATION

The Authority and the Union recognize the need for a Performance Evaluation System to improve the setting and attainment of goals through the improved performance and participation of the Authority's employees.

All employees are subject to evaluation every six (6) months. Evaluations must be completed for the six (6) month period ending June 30 and December 31 of each year. Each employee shall be notified of his performance evaluation. Unsatisfactory evaluations may be appealed in an informal meeting between employee, immediate supervisor, and department head.

The evaluation shall result in a job performance rating.

Employees shall be given the opportunity to inspect any and all records which show his/her performance evaluation.

ARTICLE XXI

SUPPER MONEY

When an employee is required to work more than two (2) hours overtime on a particular shift (or in excess of ten (10) consecutive hours in any one (1) day, he will be provided with \$10.00 dinner money. Employees shall be paid their dinner money on the shift worked. If no petty cash is available, the employee will be paid within five (5) working days.

ARTICLE XXII

DISCIPLINARY ACTION

A. Recognizing that each case must be treated individually, the Authority and the Union agree to the principle of progressive discipline.

Those employees with Civil Service status shall be disciplined in accordance with applicable Civil Service Statutes. Those employees without Civil Service status shall be disciplined in accordance with Authority procedures.

B. Discipline shall only be imposed upon an employee with permanent status for failing to fulfill his/her job responsibility and for just cause as provided by law.

C. Minor disciplinary actions as defined below shall be subject to the grievance procedure:

1. Oral warning or reprimand.
2. Written warning or reprimand.
3. Suspension or fines of five (5) or less consecutive days or fifteen (15) days in one (1) year.

D. Major disciplinary actions, as defined below, shall be appealable through Civil Service procedures and not through the grievance procedure.

1. Suspension or fine of more than five (5) consecutive days or more than fifteen (15) days in one (1) year.

2. Termination.

E. The Employer will discipline employees in such a manner so as to not unduly embarrass the employee in front of the public or other employees, unless the severity of the infraction requires immediate action.

ARTICLE XXIII

NO STRIKE OR LOCKOUT

A. The Union (its officers, agents, representatives) and employees, agree not to in any way, directly or indirectly, authorize, cause, assist, encourage, participate in ratify or condone any strike, sit-down, slowdown, cessation or stoppage of work, or other interference with or interruption of work. Inciting, inducing or participating in any such activity shall constitute cause for suspension, discharge or other discipline.

B. The Authority agrees that it will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.

C. The Union will discourage and will take whatever steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the Authority.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have under the law.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law by any court or other tribunal of competent jurisdiction or by any HUD regulation or directive, then such provision and application shall be deemed inoperative. However, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby. In the event that HUD takes the position that any provision or any application of this Agreement is contrary to any HUD regulation or directive, the Union will be notified and given an opportunity to discuss the issue.

ARTICLE XXV

FULLY BARGAINED AGREEMENT

Both parties agree that this Agreement represents all appropriate bargainable issues. This Agreement incorporates all rights and obligations assumed by each to the other as a result of the collective bargaining process. This Agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all bargainable issues.

ARTICLE XXVI

CONTINUING CONSULTATION

A. The Authority and the Union shall, upon request of either party, establish meetings during the first week of April, July, October and January for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings, but are intended as means of fostering good employer/employee relations.

B. The request of either party for such a meeting shall include an agenda of topics to be discussed and shall be submitted seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

ARTICLE XXVII

PRIVATIZATION

A. If the Authority has plans to privatize any portion of the titles held under this Agreement, the Union and its employees shall be given the opportunity to make a presentation to the Board of Commissioners and to bid for the work.

B. Public hearings on such privatization plans shall be properly publicized and the Union shall have an opportunity to be part of that public hearing.

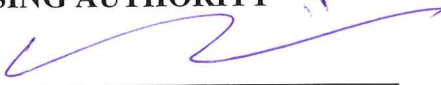
ARTICLE XXVIII

DURATION

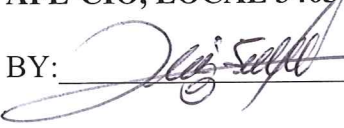
This Agreement shall be in full force and effect as of **April 1, 2009** and shall remain in effect to and including **March 31, 2012**. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing of a desire to reopen not later than sixty (60) days prior to the expiration of this Agreement or any extension thereof. Any Agreement so negotiated shall be reduced to writing and, upon ratification, be executed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first set forth hereinabove.

**ATLANTIC CITY
HOUSING AUTHORITY**

BY:  _____

**AFSCME DISTRICT COUNCIL 71
AFL-CIO, LOCAL 3463**

BY:  - AFSCME - local 3463

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