

AGREEMENT
BETWEEN
CITY OF CAMDEN HOUSING AUTHORITY
A N D
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEE,
AFL - CIO
DISTRICT COUNCIL 71
LOCAL 3974

January 1, 2002 - December 31, 2004

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PREAMBLE

This Agreement entered into by the Housing Authority of the City of Camden, hereinafter referred to as the "Employer" and Local 3974, affiliated with Council 71, AFSCME, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the "Employer" and the "Union", the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this Agreement shall be ***JANUARY 1, 2002 TO DECEMBER 31, 2004.***

ARTICLE I - RECOGNITION

Section 1: The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all of its employees in the classifications listed under Appendixes I attached hereto, and by reference made a part of the Agreement and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effects on or in any way abrogating the rights of employees as established in Chapter 303., Laws of 1968, **N.J.S.A** 40:33-6 et seq. This Agreement covers all titles ***LISTED BELOW*** including all titles that may be added through negotiations or re-negotiations. Specically excluded from this Agreement are all other positions, including those classified by the New Jersey Public Employment Relations Commission as confidential employees, managerial executives, and guards.

<u>TITLES</u> (Regular Employees)	<u>STARTING SALARIES</u>
<i>MANAGEMENT SPECIALIST</i>	<i>\$40,000</i>
<i>HOUSING MANAGER</i>	<i>32,000</i>

<i>GENERAL MAINTENANCE SUPERVISOR</i>	<i>35,000</i>
<i>SUPERVISING MAINTENANCE REPAIRER</i>	<i>32,000</i>
<i>PRINCIPAL TENANT INTERVIEWER</i>	<i>25,000</i>
<i>BOILER ROOM SPECIALIST</i>	<i>32,000</i>
<i>WAREHOUSE SUPERVISOR</i>	<i>32,000</i>

<u><i>TITLES</i></u> (GRANT POSITIONS)	<u><i>STARTING SALARIES</i></u>
<i>HOMEMAKER SERVICE SUPERVISOR</i>	<i>\$26,000</i>

ARTICLE II - CHECK OFF AND DUES DEDUCTION

Section 1: The Employer 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 the Union, and the aggregate deductions from all employees shall be remitted to the office of Council together with a list of the names of all the employees for whom the deductions were made by the tenth (10th) day of each month after such deductions were made.

Section 2: The Employer agrees to deduct dues or assessments of chapter plans or for employee benefits upon written request from the employee. If deduction have not been made within fifteen (15) working days after the presentation of the request, the employees shall be responsible for notifying the Employer's accounting department so that they can follow up on the request from its initiation. The department head, or his agent, shall inform said employee as to when deductions should begin.

Section 3: Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

Section 4: The effective date of a termination of dues deduction to the majority representative shall be as of July 1st next, succeeding the date on which the notice of withdrawal is filed with the Employer.

Section 5: Any employee in the Bargaining Unit on the effective date of the Agreement who does not join the Union within thirty (30) calendar days thereafter, any new employee who does not join within thirty (30) days of initial employment within the 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 shall be in the amount not to exceed 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 that no modification is made in this provision.

Section 6: The Union shall indemnify and hold the Employer harmless against any or 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.

ARTICLE III - WORK SCHEDULES

Section 1: For employees whose normal work week is 40 hours, including Housing Managers, the weekly schedule shall consist of the regular scheduled work week of five (5) consecutive days, Monday through Friday, inclusive from 8:00 a.m. to 4:30 p.m. with one-half hour for lunch. For employees whose normal work week is thirty five (35) hours the weekly schedule shall consist of the regular scheduled-work week of five (5) consecutive days, Monday through Friday inclusive from 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch.

Section 2: Neither the regular starting, quitting time, or work location will be changed without a minimum of three (3) working days advanced notice to the affected employees, and without first having discussed such changes and the need for same with the representatives of the union, except in emergency situations.

Section 3: The Employer agrees to notify the Union whenever any personnel changes are anticipated at least five (5) working days prior to the change becoming effective. This will include salary changes, wages, reassignments, whether temporary, provisional or permanent, and any other personnel changes which impact upon salary or reassignments, except in emergency situations.

ARTICLE IV - OVERTIME

Section 1: Overtime refers to any paid time, except sick days (vacation, personal, workers' compensation, holidays, etc.), in excess of the regular hours of duty and is granted only when the employee is properly authorized to work by his/her immediate supervisor.

Section 2: Time and one-half (1 ½) of the employee's regular rate of pay shall be paid for work under the following conditions:

- a. All work performed by employees covered by this Agreement in excess of forty (40) hours per week;
- b. All work performed in excess of seven (7) hours per day, thirty-five (35) hours per week by employees regularly scheduled thirty-five (35) hours per week;
- c. All work performed on Saturday, except as noted in Article III, Section 4.
- d. Employees who perform work on their sixth day of work shall be compensated in accordance with Article IV Section 2 and an employee who performs work the seventh day shall be compensated in accordance to Article IV Section 3.

Section 3: Double time the employee's regular hourly rate of pay shall be paid for work under any of the following conditions.

- a. All work performed on Sundays.
- b. All Holiday work in addition to Holiday Pay.
- c. All work performed on declared Holidays.
- ~~d.~~ In no event will employees be paid less than double time for having worked consecutively in excess of sixteen (16) hours.

Section 4: Overtime work will be distributed as equitably as possible among employees within the same classification where shift and ability are equal. The Employer shall provide an up-to-date list upon the request of the local union president or his/her designee. Such request shall not be reasonably denied.

Section 5: Overtime work shall be voluntary, there shall be no discrimination against any employee who declines to work overtime. In the event overtime is not secured, it shall be assigned in reverse seniority order.

Section 6: Overtime shall be paid currently, or at least no later than the second pay period, after the overtime is performed.

ARTICLE V CALL IN TIME

Section 1: Any employee scheduled to work 35 hours per week who is requested and returns to work during a period other than his/her regular scheduled shift shall be paid time and one-half (1 ½) for such work, and be guaranteed not less than two (2) hours pay. Any employee scheduled to work 40 hours per week who is requested and returns to work during a period other than his/her regular scheduled shift shall be paid time and one-half (1 ½) for such work, and be guaranteed not less than two (2) hours pay regardless of the number of hours worked.

Section 2: Two hours shall be guaranteed for each separate call-in, unless the call-in is to correct work not properly repaired on a prior call-in. Any hours worked on a call-in shall be paid at the rate of time and one-half (1 ½).

Section 3: If the employee's call-in time work assignment and his/her regular shift overlap, he shall be paid time and one-half (1 1/2) for that period worked prior to the regular shift. Thereafter, for the balance of his/her regular work shift, he/she shall be paid at the appropriate rate.

ARTICLE VI - INSURANCE

Section 1: There shall be no change in the Health Benefit Program maintained and paid by the Employer (except as noted below) on behalf of all employees covered by this Agreement, and their eligible dependents. Any new plan must have equivalent coverage or better for all bargaining unit employees.

Section 2: New employees will become covered by the Health Benefit Program sixty (60) days following the date of hire provided that the employee has completed and submitted the required enrollment documents timely.

Section 3: The Employer agrees to provide full coverage for all employees and make provisions that an employee will not be dropped from the coverage after major illness, or disability during the term of major illness disability.

Section 4: The Employer agrees to include the employees covered by this Agreement in the State Prescription Plan and a Dental Plan as provided by employer.

Section 5: The Employer agrees to provide New Jersey Temporary Disability Benefits to members of the bargaining unit covered by this Agreement.

Section 6: Medical benefits for employees after retirement shall be provided in accordance with existing N.J. Statutory provisions.

Section 7: Employees electing HMO coverage for eligible dependents shall contribute an amount equal to eight (8) percent of the monthly dependent premium by payroll deduction. The Employer will give the Union at least ten (10) days advance notice of any rate adjustments.

ARTICLE VII-- RATES OF PAY

Section 1: The regularly scheduled payroll period shall extend from Saturday through Friday. The employees shall be paid every other week on Fridays. In the event that Friday is a Holiday, the pay will be on the day before, barring circumstances beyond the Employer's control.

Section 2: An employee who performs work in a higher paid classification than his/her own, shall be temporarily assigned and certified for payment for such work after performing said work for three (3) days and spending at least 50% of the time in the higher paid position.

Employees shall not be compelled to work out of classification, without monetary compensation.

The Employer shall not arbitrarily deny the higher rate in an effort to avoid payment of the higher rate.

Section 3: An employee shall be paid the rate of pay for his/her own classification when performing work in a lower paid classification.

Section 4: When an employee is promoted or reclassified so as to assume additional responsibilities or duties, or in recognition of the performance of duties beyond those required by his/her old title from one class of title to another having a higher starting salary, then his/her salary shall be adjusted to the starting salary of the new class or title.

Section 5: When an employee is demoted, restored to former position, or reclassified from one class or title to another, having a lower starting and maximum salary, which he/ she previously held, then his/her salary shall be adjusted to maximum salary of the lower class, or title, provided the employee has been employed by the Authority for one and one-half (1 ½) years.

Section 6: When an employee has been an employee of the Employer for eight (8) years or more, and his title is changed by open competitive examination or promotional examination to a title having a higher salary range, such employee shall automatically be paid the maximum of the new range.

Section 7: If an employee is absent because of sickness, annual leave or in any other situation which will prevent him/her from personally picking up his/her pay check on the regular payday, he/she may make arrangements, to have his/her check(s) picked up by another person. The employee's ID card and written authorization must be provided to the Finance Department. The person identified in the authorization must properly identify himself/herself. In all other

cases, the check will be mailed to the address listed on the check. In no event shall checks be released prior to 12 noon.

Section 8: For all employees hired prior to the execution of this Agreement, who are covered by this Agreement, there shall be an increase in base salary as follows:

<i>January 1, 2002</i>	<i>January 1, 2003</i>	<i>January 1, 2004</i>
<i>2 %</i>	<i>2 %</i>	<i>2 %</i>

Section 9: Employees assigned to the second shift (between 3 p.m. and Midnight), will be compensated at an additional rate of ten (10%) percent times the hourly rate, provided such employee's work day schedule is of eight (8) or more hours.

Section 10: Employees assigned to the third shift (between 11 p.m. and 8 a.m.) shall be compensated at an additional rate of ten (10%) percent shift differential, provided such employee's work day schedule is of eight (8) or more hours.

Section 11: For Boiler Operators only, a ten percent (10%) shift differential shall be paid to each employee who works the second or third shifts (4:00p.m. to midnight and midnight to 8:00 a.m. respectively.) Shift assignments shall continue to be made in the same manner as previously made.

ARTICLE VIII - FRINGE BENEFITS

Section 1: All employees who are required to wear employer issued uniforms will receive the following issuance:

- Six pairs of trousers
- Six long sleeve shirts
- Six cotton pocket tee shirts

One pair of safety work boots/shoes

One lightweight windbreaker jacket

Two caps

One winter jacket

Two pairs of coveralls

Foul weather gear to include jacket, pants, boots, and trechcoat

Section 2: Clothing and shoe replacements will be on a fair, wear and tear basis with a panel convened to resolve any disputes concening whether or not an item should be replaced.

Section 3: The employer shall have the right to determine the most economical method of providing the above clothing. All employees shall cooperate with the Employer in order to have all present employees outfitted within three months of the signing of the Agreement by the Union and the Employer. The laundering and/or cleaning of the above clothing and future clothing shall be the responsibility of each uniformed employee.

Section 4: All maintenance employees shall be required to report to work in the clothing provided under Section 1. Failure to do so could be just cause for disciplinary action by the Employer.

ARTICLE IX - SICK LEAVE WITH PAY

Section 1: Employees in the Employer's service shall be entitled to the following sick leave of absence with pay.

(a) one (1) working day sick leave with pay for each month of service from the date of the appointment up to and including December 31st next, following such date of appointment and fifteen (15) days of sick leave with pay for each calendar year thereafter.

If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount from such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed. Sick leave for purposes herein is defined to mean absence from duty by any employee because of personal illness, by reason for which such employee is unable to perform the usual duties of this position; exposure to contagious disease; a short period of emergency attendance upon a member of his/her immediate family illness; and requiring the presence of such employee.

(b) If an employee is absent for three (3) consecutive working days for any of the reasons set forth in the above paragraph, the Employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent should be stated on the Doctor's Certificate. All medical information shall be kept in confidence by the Personnel Office.

(c) An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave hereinafter set forth shall notify his/her immediate supervisor, by telephone or personal message, within one (1) hour after the beginning of time of the employee's shift. Except for boiler personnel who must notify employer at least one (1) hour before starting time.

(d) Sick leave claimed by reason of quarantine or exposure to contagious disease, may be approved on the certificate of the local Department of Health, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.

(e) The total years of service after initial appointment of each employee in the Employer's service shall be considered in computing accumulated sick leave due and available.

Section 2: Cash payment shall be made at fifty percent (50%.) for unused sick leave upon retirement or death. Any sick time accumulated before January 1, 1979, shall be called unredeemable sick time. Such unredeemable sick time can be used but, not redeemed at cash value. Redeemable sick time must be used before unredeemable sick time.

Section 3: Paid sick days do not accrue during unpaid leaves or suspensions.

ARTICLE X - LEAVE OF ABSENCE WITH PAY

Section 1: A leave of absence with pay shall be granted to an employee desiring such leave because of death in the immediate family; subject to proof provided by the employee satisfactory to the Employer as follows:

DAYS	RELATIONSHIP
Five (5)	Mother, Father, Spouse, Brother, Sister, Children, Stepchildren,
Three (3)	Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Grandchildren
One (1)	Aunt, Uncle

Leave of absence for employees shall be granted as provided in accordance with N.J. Department of Personnel Rules and Regulations, except as otherwise set forth herein.

Section 2: Personal Leave of two (2) days shall be granted to all employees covered under this Agreement.

a). Personal Leave must be approved by the immediate supervisor, and cannot be unreasonably denied.

b). This leave shall not be used for sick time or in conjunction therewith.

c). Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the appropriate rate of pay, with no loss of classification, at the appropriate rate of pay, with no loss of seniority, or other employee's rights or benefits.

ARTICLE XI - SEVERANCE PAY

Section 1: Severance pay shall be paid to an employee who has been employed by the Authority and who has terminated his/her employment voluntarily because of medical or service retirement; or has his/her job abolished for purposes of economy and his/her job terminated with Authority. This sum is based on years of service and is payable at the current pay rate at the time of termination, in accordance with the following schedule.

Five-Ten years	One week of base pay
Eleven-Fifteen years	One week, three (3) days of base pay
Sixteen-twenty years	Two weeks of base pay
Twenty years or more	Three weeks of base pay

Section 2: In addition to the schedule set forth in Section 1 above, any employee employed prior to 1/1/96 who leaves the Employer in good standing, shall receive fifty percent (50%) of accumulated sick leave as additional severance pay; such payment not to exceed Twelve Thousand dollars (\$12,000); except, however, for employees hired on or after September 1, 1989, whose additional severance payment shall not exceed Five Thousand dollars (\$5,000.00).

Any employee hired on or after 1/1/96 shall only be eligible for the severance pay (not to exceed \$5,000) upon retirement under the state pension plan.

ARTICLE XII - UNION LEAVE

Section 1: The allowable number of Union delegates who are elected or designated to attend a function of the Union's International or other subordinate body shall be permitted to attend such functions and shall be granted the necessary time off without loss of any time or pay, provided that the said time off is of reasonable duration as determined by the Executive Director, or his designee. The right of attendance, moreover, shall be governed by any conditions, restrictions, or limitations contained in the International Constitution of the Union.

The individual requesting said leave shall submit his/her request, in writing, to the Executive Director no later than five (5) days in advance of taking Union leave. The Executive Director shall give written notice of approval, or rejection, of Union Leave to the requesting employee no less than three (3) days in advance of the time requested. Waiver of the requirements for submission of requests may be granted at the discretion of the Executive Director should an emergency situation arise.

Section 2: Union Leave shall not be deducted from annual time.

ARTICLE XIII - JURY DUTY

Section 1: Employees who are selected for jury duty will receive their regular salary while serving in this capacity. Any reimbursements will be assigned back to the Employer.

ARTICLE XIV - LEAVE OF ABSENCE WITHOUT PAY

Section 1: A permanent employee holding a position in the classified service who is temporarily, either mentally or physically incapacitated to perform his/her duties, or who desires to engage in a course of study such as will increase his/her usefulness or his/her return to service; or for any reason considered valid by the department head and the appointing authority, desires to secure leave from his/her regular duties may, with the approval of the department head and the

Employer, be granted special leave of absence without pay, for a period not exceeding six (6) months. Any employee seeking such special leave without pay, shall submit his request in writing, stating the reason why, in his/her opinion, request should be granted, the date when he/she desires to begin, and the probable date of his/her return to duty.

Section 2: 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, and without loss of seniority, to attend to his/her official duties, for a period not exceeding one (1) year, which period may be renewed in accordance with N.J. Department of Personnel Rules and Regulations.

ARTICLE XV - MILITARY AND FAMILY LEAVE

Section 1: Military leave will be granted in accordance with applicable N.J. Department of Personnel Rules and Regulations.

Section 2: Family leave will be granted in accordance with applicable State and Federal laws.

ARTICLE XVI VACATIONS

Section 1: Annual Vacation Leave.

a). Employees in the service of the Employer shall be entitled to the following vacation pay for the first year of employment:

One day per month; and thereafter as follows:

1 to 5 years -13 days

6 to 10 years -16 days

11 to 15 years -19 days

16 to 20 years -21 days

After 20 years -26 days

Section 2: Request for Advanced Annual Vacation Leave payments must be submitted to the Finance Department seven (7) days prior to the day payment is desired, and must be accompanied by the written approval of the Director of Finance.

Section 3: Preliminary requests for scheduling of Annual Leave Time shall be submitted to the employee's immediate supervisor by April 15, for purposes of scheduling Authority's work loads. Formal requests for leave shall not be required to be submitted until two weeks prior to such leave taken, provided, such period of time has not been previously disallowed. Failure to submit a vacation request by April 15, will result in the loss of seniority preference for selection of vacation only.

Determination of allowable leave periods in accordance with contract provisions shall be finalized by May 15. In accordance with Article XVI Section 4, Seniority will be the determining factor in resolving disputes.

Section 4: Request for annual vacation leave of five days or more shall be submitted two weeks in advance. Request for annual vacation leave of four days or less, shall be at the discretion of the immediate supervisor.

Section 5: Vacation leave not used in any calendar year because of business necessity may be carried over for only one calendar year. Such carried over vacation must be scheduled, approved and posted by the employee's supervisor in writing no later than April 15th of that year. Such carried over vacation is to be taken before the current year's vacation leave to avoid the loss of such carried over vacation leave.

Section 6: Vacation leave for each calendar year shall be credited at the beginning of that year in accordance with *N.J.A.C. 4:A6-1.2*.

Section 7: When the vacation allowance for an employee changes based on his/her years of service, the annual allowance shall be computed on the basis of the number of full months at each rate. The new allowance shall be effective the remaining months of the year.

ARTICLE XVII - WORKER'S COMPENSATION

Section 1: When an employee is injured on duty, and is ruled be eligible to receive Worker's Compensation he/she is to receive his/her basic salary during the period of temporary disability only. Disability from the Worker's Compensation carrier, shall be endorsed and returned, uncashed to the Employer's Finance Department.

Section 2: An employee who is injured on the job and is sent to a hospital, or to a medical doctor, shall receive pay at the applicable rate for the balance of that day. After sustaining a compensable injury which requires additional medical treatment during his regular working hours, an employee shall receive his regular hourly rate of pay for such time.

Section 3: When an employee is injured on duty, the Employer shall be required to provide transportation to the medical facility designated by the Employer and returned back to the work site. The means of transportation shall be at the discretion of the Employer.

Section 4: While on Injured on Duty Leave status for certain Specific Injuries, an employee shall be paid full salary for a period not to exceed 45 working days; thereafter, the employee shall only receive amounts equal to Workman's Compensation payments from the Employer's insurance company.

ARTICLE XVIII - HOLIDAYS

Section 1: The following days are recognized paid Holidays:

New Years Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

General Election Day

Veterans Day

Thanksgiving Day, and the day after

Christmas Day

Section 2: Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday, shall be celebrated on the following Monday. If a holiday falls within a period during which an employee is on Annual Vacation Leave, he/she shall not be charged for Annual Vacation Leave taken for that day.

Section 3: Employee must either work or be on approved leave the last working day before, and the first working day after the holiday, to be eligible for holiday pay. All reported illnesses, shall be substantiated by a Doctor's certificate, to receive pay for the holiday.

Section 4: No holiday shall be granted other than those listed in Section 1, above, except such other holidays as are officially declared by the President of the United States, and/or Board of Commissioners.

ARTICLE XIX - LONGEVITY

Section 1: Longevity pay will be granted annually, on or about November 1st, in a separate check, to all employees covered by this Agreement with more than three (3) years continuous full-time service on that date, per the following schedule:

At the conclusion of	3 years service - 1% of annual base pay
At the conclusion of	5 years service – 2% of annual base pay
At the conclusion of	7 years service – 3% of annual base pay
At the conclusion of	10 years service – 4% of annual base pay
At the conclusion of	15 years service – 5% of annual base pay

Section 2: An employee entitled to longevity pay who retires or leaves the Employer any month prior to November 1st of the previous year may receive pro rated longevity pay, based on his/her last day of service.

Section 3: Effective January 1, 1994, new employees will not be entitled to Longevity.

ARTICLE XX - STRIKES AND LOCKOUTS

Section 1: In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any matter cause interference with, or stoppage of the Employer work. The Employer shall not cause any lockout.

Section 2: If either of the parties or if any person violates this Section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action, damages may be recovered by appropriate action instituted in the County Court of Camden County, or the Superior Court of New Jersey.

ARTICLE XXI - EMPLOYEE DEVELOPMENT

Section 1: The parties agree to the establishment of a committee to be made up of three (3) local Union members and management representatives, to explore the development of new titles. It is anticipated that the committee will be formed and discuss titles meeting the needs of the Employer, and recommend bargaining titles to the Board of Commissioners for consideration prior to the end of this Agreement, and recommend bargaining unit titles for the Board of Commissioners consideration prior to the end of this Agreement.

Section 2: It is further understood, however that the creation of new titles is the exclusive right of the Housing Authority's Board of Commissioners and this provision shall in no way hinder or require the exercise of that right by the Board or its designee.

ARTICLE XXII - DISCIPLINE PROCEDURES

Section 1: The terms of this Article shall apply to all permanent employees, including provisional employees with any permanent status, covered under the terms of this agreement.

Section 2: Discipline of an employee shall be imposed only for good and just cause according to law. Discipline under this Article is defined as a verbal warning, written warning, suspension without pay, reduction in grade, and/or dismissal from employment

Section 3: Just cause for discipline, up to and including dismissal from service, shall be as set forth in N.J.A.C. 4A:2.2. Minor disciplinary actions shall be appointed through Article XXII, Grievance procedure.

Section 4: The Employer shall give written notification to Council 71, and the President of Local 3974, when an employee is being suspended, fined, demoted or terminated from employment. Such notice shall include the extent and the reason for disciplinary action, and shall be given within seventy-two (72) hours of such disciplinary action.

- a). Employees shall be entitled to Union representation at all hearings and will not be denied same.
- b). Unless allowed by N.J. Department of Personnel Regulations, no demotion shall be made for disciplinary reasons.

Section 5: The Union Representative (President, Vice President or Shop Steward) representing the affected employee may undertake informal discussion with the appropriate level of Management prior to a hearing.

Section 6: Hitting anyone's time card other than the employee's own card will result in discharge.

ARTICLE XXIII - GRIEVANCE PROCEDURES

Section 1: A grievance shall be any difference of opinion, controversy, harassment or dispute arising between the parties hereto, relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of the provisions of this Agreement.

Section 2: The Union will notify the Employer, in writing of the names of its Grievance Committee, not to exceed five (5) in number who are designated by the Union to represent employees under the grievance procedure. The Grievance Committee shall be empowered to investigate and present grievances during working hours, without loss of pay, for periods not to exceed one (1) hour per day,

Section 3: Any grievance or dispute that might arise between parties with reference to the application, meaning or interpretation of this Agreement shall be settled in the following manner.

Step 1: An aggrieved employee and or Union Shop Steward at the request of the employee, shall take up the grievance or dispute with the Immediate Supervisor within ten (10)

working days of its occurrence. Failure to act within the said ten (10) day period shall be deemed an abandonment of the grievance if the grievance is presented. The immediate supervisor shall then attempt to adjust the matter and shall respond to the employee or member of the grievance committee within five (5) working days thereafter.,

Step 2: If the grievance has not been settled, it shall be presented by the Union Shop Steward, grievance committee, or employee to the Personnel Director as appropriate, in writing, within five (5) working days after a response from the Immediate Supervisor is due. The appropriate Director shall meet with the Union Shop Steward, grievance committee or employee and respond in writing, to the Union Shop Steward, grievance committee, or employee within five (5) working days.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union Shop Steward, grievance committee, or employee to the Executive Director, in writing, within five (5) working days after the response from the Personnel Director as appropriate, is due. The Executive Director shall meet with the Union Shop Steward, grievance committee or employee, and respond, in writing, to the Union Shop Steward, grievance committee or employee, within five (5) working days.

Step 4: If the grievance remains unsettled, the Council 71 representatives, within fifteen (15) calendar days after the reply of the Executive Director is due, may proceed with arbitration. A request for arbitration shall be made no later than said fifteen (15) days period and failure to follow said procedure shall constitute a bar to such arbitration unless the Union and the Executive Director shall mutually agree upon a longer time period within which to adjust such a demand.

Step 5: With regard to subject matters that are grievable, the arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Union, within seven (7) working days after the notice has been given. If the parties fail to agree upon an arbitrator, the Public Employee Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall strike two (2) names from the panel. The Union shall strike the first name. etc. and the remaining persons shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by his agreement only, and his decision shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Step 6: Expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Step 7: The Employer and the Union agree in conjunction with the grievance procedure that each will give reasonable consideration to the request of the other party for meetings on pending grievances at any step of the grievance procedure.

Step 8: When any agent of the Representative is scheduled by either of the parties hereto to participate during working hours in grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay or have any charge against his/her sick or annual leave.

ARTICLE XXIV - SENIORITY

Section 1: Seniority is defined as an employee's total length of service with the Employer, beginning with the original date of hire, provided that there is no break in service.

Section 2: An employee having broken service with the Employer (as distinguished from leave of absence), shall not accrue seniority credit for the time when not employed by the Employer, no time prior, unless allowed by New Jersey Department Personnel.

Section 3: If after following all N.J. Department of Personnel rules for determining seniority, questions arise concerning two (2) or more employees who were hired on the same date, the following shall apply: If hired prior to January 1, 1979, seniority, preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first preference, etc.

For Employees hired on the same date subsequent to January 1, 1979 preference shall be given in alphabetical order of the employee's last name.

Section 4: Except where N.J. Department of Personnel rules require otherwise, in all cases of promotion, provisional promotions layoff, recall, vacation schedules, 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 work involved. After a posted vacancy is filled, the Employer will give notice to the Union.

Section 5: An employee who refuses a job promotion shall not later exercise his/her seniority over a junior employee in promotional positions. An employee who refuses promotion

must sign a statement to that effect to be placed in his/her folder. This statement will not interfere with any future promotional positions.

Section 6: The Employer shall maintain an accurate up-to-date seniority roster, showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to Union Representative upon request.

Section 7: When more than one work shift per day within a given classification is in affect, employees with such classifications will be given preference of shift in accordance with their seniority. Such preference will be exercised only when vacancies occur, or when for other reasons, changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

ARTICLE XXV - MEMBERSHIP PACKETS

Section 1: The Employer shall allow membership packets furnished by the Union to be placed in a suitable area so they may be obtained by new members.

ARTICLE XXVI - PRINTING OF THE AGREEMENT

Section 1: The contract will be printed by the Union for all employees, in a pocket edition. The cost of such printing shall be divided equally between the Employer and the Union. The contract will be union-printed, and contain the Union insignia.

Section 2: Upon completion of the printing of the signed Agreement, the Union shall furnish no less than fifty (50) copies of the printed Agreement to the Housing Authority.

ARTICLE XXVII - GENERAL PROVISIONS

Section 1: Bulletin boards will be made available by the Employer at each central work location for the use of the Union for the purpose of posting union announcements and other information of a non-controversial nature.

Section 2: Should any provision of this Agreement be found to be unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

Section 3: Upon the signing of this Agreement, it is agreed that there is herewith created a committee composed of three (3) members from Management and four (4) members of the Union, including the Executive Director, President of the Union and three (3) other members from each side. The purpose of this committee shall be to discuss employee relation problems of a general nature, in order that understanding and problem solutions, where possible may occur. These meetings are not intended to by pass the grievance procedures, or to be considered collective negotiations meetings, but are intended as a means of forstering good employee/employer relations through, communications between the parties.

Section 4: Agents of the Union, who are not employees of the Employer, will be permitted to visit with the employees during working hours at their work stations, for the purpose of discussing Union representation matters. Management is to be notified in advance. Such right must be reasonably exercised and it shall cause no undue interference with work progress. Such representatives shall also be recognized by the Employer as authorized spokesmen for the Union in matters between the parties regarding employees representation matters.

Section 5: The jurisdiction and authority of the Employer over matters not covered by this Agreement are implied and expressly reserved by the Employer.

Section 6: An employee shall within five (5) working days of written request have the opportunity to review his/her personnel file in the presence of an appropriate official of the Authority or Union. He/she shall be allowed to attach to such a file a response of a reasonable length to anything contained therein which is deemed adverse.

Section 7: Employees will not be required to participate in the eviction of the tenants.

Section 8: All employees responsible for handling money (cash or checks) will be bonded by the Employer at no cost to the employee.

Section 9: The Employer shall set up a telephone chain where in employees shall be notified of any emergency event that would affect the employee.

Section 10: New Employees shall be entitled to all rights and privileges of other employees in accordance with the probationary period, except as specified herein. The Employer shall adhere to permanency rules and notification in compliance with NJ Department of Personnel provisions.

Section 11: Time off for the purpose of conducting Union Business, which cannot be conducted during non-working hours, shall be granted, without loss in pay, to the President, Vice-President or Board Member of AFSCME Local 3974. This time shall not exceed a duration of one hour, and shall be subject to the constraints of the local work schedule and must be approved by the Executive Director or his designee, prior to being taken.

ARTICLE XXVIII – EQUAL TREATMENT

Section 1: The Board and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union member, Union activities or non-job related handicap or disability.

Section 2: The Board may establish reasonable and necessary rules of work and conduct for employees. Such rules will be quitably applied and enforced.

Section 3: The (10) working days prior to the implementation of any rules of work and conduct for employees established by the Board pursuant to Section 2 above, the Board agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.

Section 4: Any and all polices or regulations will be posted by the Employer five (5) days prior to implementation.

Section 5: All references to “employee” in the Agreement shall refer to both sexes; and whenever the male pronoun is used, it shall include male and female employees.

ARTICLE XXIX SAFETY AND HEALTH

Section 1: The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary, in order to insure safety and health and must be worn and used by employee when required.

Section 2: The Employer and the Union shall designate a Safety Committee Member. It shall be a joint responsibility to investigate and correct or effectively recommend to the Personnel Director unsafe and unhealthful conditions in general, and to make recommendations to either or both parties, when appropriate. The Safety Committee Member representing the

Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours, with no loss in pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Personnel Director or his/her designee.

ARTICLE XXX - TERM OF AGREEMENT

Section 1: This Agreement shall be effective as of the first day of January, *2002*, and shall remain in full force and effect until the 31st day of December, *2004*. It shall be automatically renewed, from year to year thereafter, unless either party shall notify the other, in writing, sixty (60) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations, and until notice of termination of this Agreement is provided to the other party in the manner set forth in Section 2.

Section 2: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

