

LABOR AGREEMENT

BETWEEN

GOVERNMENT WORKERS UNION

AND

WILDWOOD HOUSING AUTHORITY

April 1, 2009 through March 31, 2011

Revised: May 13, 2009

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PREAMBLE

THIS AGREEMENT dated the _____ day of _____, 2009 by and between the WILDWOOD HOUSING AUTHORITY, a municipal corporation, to an independent local Authority created by the City of Wildwood under the laws of the State of New Jersey, hereinafter referred to as the “AUTHORITY” and the GOVERNMENT WORKERS UNION, hereinafter referred to as the “UNION”.

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions and laws of the State of New Jersey, as amended, to promote and ensure harmonious relations, cooperation, and understanding between the Authority and the Employees; to prescribe the rights and duties of the Employee and the Authority; to provide resolution of legitimate grievance, all in order that the public service shall be expedited and effectuated in the best interests of the residents of the WILDWOOD HOUSING AUTHORITY, Authority employees and the Authority.

ARTICLE II

INTERPRETATION

It is the intention of the parties that this Agreement be construed consistent with all applicable laws, Administrative Code, Wildwood Housing Authority Personnel Policies and Procedures, the Rules and Regulations of the Civil Service Commission, the Resolutions of the Authority and other administrative regulations of the State of New Jersey or United States of America.

ARTICLE III

RECOGNITION

- A. Pursuant to RO-2008-034 the Authority recognizes the Government Workers Union as the exclusive bargaining representative of the employees of this unit excluding confidential employees and managerial executives.

- B. The Authority agrees that the Union has the right to negotiate for employees within its unit as to rates of pay, hours of work and fringe benefits, working conditions, safety conditions, procedures for adjustment of disputes and grievances, and all other related matters.

ARTICLE IV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as provided by law or otherwise set forth herein.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by Both Parties.

ARTICLE V

GRIEVANCE PROCEDURES

A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement. 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 The Executive Director

and/or Maintenance Supervisor and having the grievance adjusted without the intervention of the UNION.

3. Any grievance may be raised by any employee or by the UNION.

B. Definition.

1. A grievance is any dispute between parties concerning the application or interpretation of this Agreement or of any complaint by any employee as to any action or non-action taken toward him/her which violates any right arising out of his/her employment. The Housing Authority shall not discipline any employee covered by this Agreement without just cause.

C. Procedures

STEP 1

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) business days after the event giving rise to the grievance has occurred, or reasonable knowledge thereof, and such action will be taken upon in writing with the Executive Director. Failure to act within said ten (10) business days shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance. The Executive Director shall respond in writing, stating the Employer's position on the dispute, within five (5) business days. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

STEP 2

If no satisfactory agreement can be reached after Step 1, the Union may present the grievance in writing within five (5) business days of receiving the response of the Executive Director to the Board of Commissioners. The Board of Commissioners will answer the *grievance* in writing, within twenty (20) days of receipt of the written grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

STEP 3

In the event the grievance is not resolved at the second (2nd) step of the grievance procedure, the Union may submit the matter to PERC for grievance arbitration, no later than fifteen (15) business days after completion of Step 2.

D. Arbitration

The following procedures shall apply:

1. The Union shall request the assignment of an arbitrator by the Public Employment Relations Commission within fifteen (15) days after receipt of the Step 2 decision. The arbitrator shall be selected by the parties in accordance with the procedures of the Commission.
2. The arbitrator shall schedule a hearing as expeditiously as possible, in consultation with the parties. An award shall be issued in writing within thirty (30) days after the hearing or, if applicable, thirty (30) days after the receipt of post-hearing briefs.
3. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement, but shall interpret the Agreement in harmony with applicable law.
4. If the decision is in favor of the grievant, the arbitrator shall have authority to fashion an appropriate remedy, which may include but is not limited to reinstatement, back pay, interest, and the granting of specific benefits.
5. The arbitrator's decision shall be final and binding on the parties.
6. The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses incident to arbitration shall be borne by the party incurring them.

E. Extensions and Modifications

Time extensions under the above grievance procedure clause may be mutually agreed upon in writing by the Authority and the Union.

ARTICLE VI

CHECK-OFF

- A. The Authority agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with *N.J.S.A 52:14-15(9)(e)*, as amended and remitted to the Union.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Treasurer of the Union during the month following the filing of such card with the Authority.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Government Workers Union, together with a list of names of all employees from whom the deductions were made, by the 15th day of the succeeding month after such deductions were made.
- D. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Authority written notice of at least thirty (30) days prior to the effective date of such change and shall furnish to the Authority deductions for each employee or an official notification on the letter-head of the Union and signed by the President of the Union advising of such change in deduction.
- E. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the form and deliver the signed forms to the Authority Comptroller. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of action taken by the Housing Authority in reliance upon salary deduction authorization cards submitted by the Union to the Housing Authority.
- F. **Withdrawal of Dues Checkoff.** In the event an employee withdraws his or her authorization for dues deduction by written notice to the Authority, deductions shall be halted as of January 1 or July 1 next following the date on which notice of withdrawal was filed, pursuant to *N.J.S.A. 52:14-15.9e*.

ARTICLE VII

AGENCY SHOP

- A. The Authority agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission, (hereinafter P.E.R.C.).
- C. The fair share for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union; but in no event shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments. Such monies to be paid to the Government Workers Union.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except as permitted by law.
- E. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Authority or require the Authority to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards or in the fair share assessment information furnished by the Union to the Authority, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE VIII

EMPLOYEE REPRESENTATION

- A. The Union will notify the Executive Director as to the names of accredited representatives (referred to as "Union Representatives"). No more than one (1) representative and alternate is to be designated for the Authority.
- B. The Union representative within the department shall be allowed to investigate grievances during working time, but shall not disrupt work. Authorized agents of the Union, whose names have been submitted to and acknowledged by the Authority, shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Authority's operations and no interruption of the regular work of any employee of the Authority. This right shall be exercised reasonably.
- C. The Union shall be notified of all orientations scheduled for new employees. A representative of the Union will be afforded the opportunity to talk briefly to the employees and to distribute a Union package.
- D. **Bulletin Board.**
 - 1. The Employer agrees to provide suitable space for the Union bulletin board in the place of work. Postings by the Union on such boards are to be confined to official business of the Union.
 - 2. If the Authority reasonably determines that material posted on the bulletin board is of a derogatory, inflammatory, insulting or demeaning nature against the Authority, its directors, employees or residents, the Authority shall immediately notify the Union Representative and the parties shall immediately discuss said posting.
- E. **Union Meetings.** Any one (1) member of the Union who are elected or designated to attend conventions, seminars or similar meetings shall be granted necessary time off

with forty-eight (48) hours notice to the Employer with pay, provided that the said time off is reasonable and does not interrupt Authority operations and there is sufficient coverage by other employees as determined by the Executive Director. The Authority agrees that the Union negotiating committee, no more than one (1), has the right to participate in formal contract negotiations during the work day without loss of pay.

ARTICLE IX

NON DISCRIMINATION

- A. The Authority and Union both recognize that there shall be no discrimination by reason of sex, creed, racial origin, age or any other protected classes as far as employment is concerned or as far as any opportunity for improvement of job or as a condition of employment.
- B. The Authority further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Union nor will the Authority encourage membership in any other association or union or do anything to interfere with the exclusive representation of the Authority in the appropriate bargaining unit.
- C. Any employee members of the Union acting in any official capacity or authority whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Authority's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE X

MANAGEMENT RIGHTS

- A. **Rights Reserved.** The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, 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 rights:

1. The executive management and administrative control of the Authority and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Authority.
2. To make rules of procedures and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Authority after advance notice thereof to the employees and to require compliance by the employees, provided that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. To lay off employee in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
7. To subcontract any of the work performed by employees covered by this Agreement for reasons of economy, to satisfy requests/regulations of HUD, efficiency or other legitimate business reasons.

- B. **Limitations.** In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Authority, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. **Statutory Rights.** Nothing contained herein shall be construed to deny or restrict the Authority of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE XI

SAVINGS CLAUSE

- A. If any Article or Section of this Agreement or of any Supplement or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XII

STRIKES

- A. The Union (its officers, agents and representatives) and employees assure and pledge to the Authority that its goals and purposes are such as to condone no strike by public employees, sit down, nor work stoppages, slowdown, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey and the Union will not, directly or indirectly initiate, authorize or condone such activities nor advocate or encourage members of the unit to initiate the same; the Union will not support anyone acting contrary to this provision.

- B. 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.
- C. 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 XIII

WORK SCHEDULE AND OVERTIME

- A. All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies or when the supervisor gives prior approval. It is acknowledged that the work schedule of the employees covered by this Agreement varies. Some employees work 8:00 am to 4:30 pm (with a lunch break from 12:00 pm to 1:00 pm) and some employees work 8:30 am to 4:30 pm (with a lunch break from 1:00 pm to 2:00 pm). Employees who work in Congregate Services will work from 7:30 am to 10:30 am and 3:30 pm to 6:30 pm. Employees shall be entitled to a fifteen (15) minute morning break and a fifteen (15) minute afternoon break.

The Authority may, with consent of the Union, which will not be unreasonably withheld, establish alternative work schedules.

- B. Depending on work needs, Non-Exempt employees (as defined by the Fair Labor Standards Act) may be required to work overtime. Non-Exempt employees are not permitted to work overtime unless the overtime is budgeted and approved by the Department Head and the Executive Director. Non-Exempt employees working overtime without prior approval will be subject to disciplinary action.

Non-Exempt employees will receive overtime compensation for hours worked in excess of forty in a weekly period. Employees may choose overtime compensation in the form of overtime pay at their regular hourly salary or compensating time off. The

maximum number of hours that an employee may accrue for future compensating time off is sixty. Once the maximum has been accumulated, all additional hours will be compensated by overtime pay. Accrued and taken overtime compensating hours must be noted on the employee's time sheet.

Non-Exempt employees will receive one and one-half hours of overtime compensation for each hour worked in excess of forty hours in a weekly period. For purposes of overtime compensation, hours worked are computed to the nearest one-half hour per day. Previously scheduled vacation time and holiday time are considered time worked purposes of determining overtime compensation, but sick time and personal time are not.

In addition to the requirements of the Federal Fair Labor Standards Act, Non-Exempt employees will also receive overtime compensation for work in excess of thirty-five hours but not greater than forty hours in a weekly period. This other compensation will be one hour for each hour worked in excess of thirty-five hours. If a Non-Exempt employee works on Sunday or a paid holiday, the employee will receive overtime compensation of 1 ½ hour(s) for each hour worked less the number of hours of overtime compensation received under any other provision of the policy. If a Non-Exempt employee not on regular call out duty is required to return to work in an emergency or because of unusual circumstances, the employee will receive overtime compensation of the greater of (1) two hours, (2) the actual number of hours worked (3) less the number of hours of overtime compensation received under any other provision of this policy.

Employee must make a request to their supervisor at least two (2) days in advance when they want to take compensating time off. The supervisor will approve the request if the absence does not cause undue hardship to the department.

ARTICLE XIV

BEEPER PAY

- A. Any employee who is called to work not contiguous with his/her regular work scheduled shall receive a minimum of two (2) hours pay or comp time (at employee's option) at the rate of time and one-half (1 ½).

ARTICLE XV

HEALTH INSURANCE

- A. The Authority shall provide full-time employees, during their tenure with the Authority, with health benefits, prescription plan, prescription eyeglass coverage, and dental insurance coverage as of the execution date of the Agreement. The Authority reserves the right to change insurance carriers or plans so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).
- B. Full-time permanent employees hired before January 1, 2004 shall receive coverage for themselves and their dependants at the Authority's expense, subject to the provisions contained herein. Effective January 1, 2004, the Authority will only provide full health benefits coverage for its employees during their tenure with the Authority, subject to the provisions contained herein. Employees hired after January 1, 2004, shall be responsible for costs associated with health coverage for spouses and dependants.
- C. Complete benefit plans are on file with the Executive Director.
- D. The parties agree that should the Authority seek to change health insurance carriers or coverage, the parties will negotiate pursuant to rules under PERC, the economic impact of said change.

- E. Health insurance coverage for employees on a Leave of Absence or who cease Authority employment will terminate at the end of the month in which the leave begins or employment is terminated except coverage will continue for up to twelve (12) weeks for employees on leave pursuant to the Family and Medical Leave Act and up to thirty (30) weeks for employees on Military Leave. Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents in applicable by taking advantage of the Public Health Services Act provision for a period of up to eighteen (18) months to thirty-six (36), per existing law.

ARTICLE XVI

UNPAID LEAVES

- A. **Leave of Absence.** Employees may be granted a personal leave of absence for up to six months at the sole discretion of the Executive Director if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay. In exceptional circumstances, the Executive Director may extend a leave of absence for an additional six months, if such extension is considered in the best interests of the Authority. Personal leave are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two (2) weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. A personal leave is granted with the understanding that the employee intends to return to work for the Authority. If the employee fails to return within five (5) business days after the expiration of the leave, the employee shall be considered to have resigned.
- B. **Union Business.** Employees hired by the Union to do work which takes them from their employment with the Authority shall, with written request of the Union, be granted an unpaid leave of absence, not to exceed six (6) months, provided the request is made at least twenty-one (21) days in advance.

- C. **Pregnancy Leave**. Disability due to pregnancy shall be considered as any other disability in accordance with State and Federal law.

- D. **Family and Medical Leave Act Policy**. All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for:
 - (a) childbirth;
 - (b) care of newborn child, newly adopted child or newly placed foster child;
 - (c) care of a parent, child or spouse with a serious health condition; or
 - (d) a serious health condition on the part of the employee.

- E. **Continuation of Health Benefits**. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the state Family Leave Act or the federal Family and Medical Act shall have coverage continued by the Authority during such leave.

ARTICLE XVII

PAID LEAVES

- A. **Personal Leave**. Full-time employees are entitled to three (3) personal days per year. Any unused days are forfeited at the end of each calendar year.

- B. **Sick Leave Policy**. Full-time employees are entitled to 1.25 day per month of sick leave per calendar year. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member. Full-time employees absent on sick leave for five or more consecutive working days must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required. After the tenth day of absence on sick leave in one calendar year, a doctor's verification must be submitted for all sick leave absences, regardless of duration. Prior to the return to work, the Authority may require an employee to be examined by a physician

designated by the Authority to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

At the end of each calendar year, a full-time employee's unused sick time is added to the allotment for the following year. The accumulation continues indefinitely and employees will be paid for one-half of their total accumulated unused sick time, or six months salary, whichever is less, at the time the employee resigns or retires from employment, in no event shall it exceed the maximum cash-out amount of \$15,000. In the event of death, unused sick leave payment is to be made to the estate of the employee.

- C. **Bereavement Leave.** Employees are entitled to three (3) consecutive calendar days leave of absence for each death of an employee's immediate relative. Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death of a family member. "Immediate relative" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, or any person residing in an employee's household. Employees are paid for all working days during the Bereavement Leave.

- D. **Civil Service Examination.** Employees shall be allowed time-off with pay to take open competitive and promotional examinations set up by the Civil Service System, for which they qualify.

- E. **Military Service Leave.** Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law.

- F. **Jury Duty.** Employees who are summoned for jury duty shall be excused from work without loss of pay for such time as may be needed. If an employee is dismissed from jury duty before the end of his or her shift, the employee shall be expected to return to work, unless expressly excused by the appropriate supervisor. Documentation of proof of jury duty must be submitted by employee to the Authority.

ARTICLE XVIII

VACATION

Vacation is an accrued benefit for full-time employees based on the following schedule:

- One day for each full month of service during the first calendar year;
- Twelve days for the second through tenth year;
- Eighteen days after the completion of tenth years through fifteenth years;
- Twenty days after the completion of fifteenth years through twenty-fifth years;
and
- Thirty days after the completion of twenty-fifth year.

Employees must receive their supervisor's approval at least two weeks in advance of the first vacation day. Employees who do not use all of their vacation allowance may only carry over 5 days, the rest will be forfeited.

ARTICLE XIX

HOLIDAYS

A. The employees covered by this Agreement shall receive the following fourteen (14) paid holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Election Day |
| 3. President's Day | 10. Veterans Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving |
| 6. Independence Day | 13. Christmas Eve |
| 7. Labor Day | 14. Christmas Day |

B. A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

- C. Additional holidays shall be granted as legally mandated or by determination of the Employer.

ARTICLE XX

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

- A. All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Authority's Charter, Ordinances, Regulation, and Personnel Policies and Procedures Manual and pertinent Rules and Regulations of the Authority.
- B. The Authority agrees not to enter into any agreement or contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE XXI

RESIGNATION AND WORK FORCE REDUCTION

- A. Resignation Policy.
 - 1. An employee who intends to resign must notify the Department Head in writing at least two (2) weeks in advance, except that the Authority may consent to a shorter notice. After giving notice of resignation, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. During the last two (2) weeks, the employee may not use paid time off except paid holidays. The Department Head will prepare an Employee Action form showing any pay or other money owed the employee. The Human Resources Supervisor will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an

open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

2. The resignation shall be considered accepted by the Authority upon receipt of the notice of resignation. A request to rescind the resignation prior to its effective date may be consented to by the Authority.

B. **Work Force Reduction Policy.** Pursuant to N.J.A.C. 4A:8-1.1, the Authority may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. Seniority, lateral or other re-employment rights for employees in Career Service titles will be determined by the New Jersey Department of Personnel.

C. **Notice of Layoffs.** The Authority agrees that the Union shall be given advance written notification if lay-offs are anticipated, stating the reasons for such action. Lay-offs shall be in accordance with Department of Personnel rules and regulations, where applicable.

D. **Seniority.** Seniority will be defined as length of employment for the same jurisdiction, beginning with the employee's date of hire, without actual interruption due to resignation, retirement, or removal. Employees who resign in good standing and are subsequently rehired within sixty (60) days will be considered to have no interruption in continuous service.

ARTICLE XXII

JOB OPENINGS

A. **Posting.** All job openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days prior to filling such opening. However, such posting shall not be required in the case of regular appointments to be made from certifications issued by the New Jersey Department of Personnel. Employees may apply for posted positions

within the five (5) working days. Nothing herein shall restrict the Authority's right to assign work on an interim basis.

- B. **Promotional Criteria.** The Authority reserves sole determination to make promotional appointments. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time, to be determined by the Authority. When qualifications are substantially equal, the Authority will consider seniority before making the appointment.

ARTICLE XXIII

EDUCATIONAL

- A. **Educational Assistance and Training Policy.** Subject to sufficient funds in the budget and upon approval of the Executive Director, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Executive Director will be the sole judge of whether a particular course or program is "directly related" to the employee's work. Employees are strongly urged to obtain this determination before enrolling in a course or program.

The course must be completed with a passing grade of a C or better. The reimbursement must be repaid if the employee leaves Authority employment within twenty-four months of receipt. When enrollment for short training courses or seminars are requested by the Authority, employees will receive full reimbursement.

- B. **Conference and Seminar Policy.** Requests to attend a conference or seminar must be approved by the Executive Director. Requests shall be made sufficiently in advance to take advantage of discounts for early registration, and must be submitted to the Department Head at least thirty days before the event. Requests must be in writing including the conference schedule, registration information and estimated costs. The Department Head is responsible to detail all training requests during the budget formulation process. Approval of any conference or seminar request is conditioned upon the availability of funds.

ARTICLE XXIV

MILEAGE

- A. The Authority will reimburse the employees at the current Internal Revenue Service rate for mileage for use of personal vehicle as required for Authority business.
- B. The vehicles are required to be insured in accordance with New Jersey regulations.
- C. Every employee who operates a vehicle in connection with their employment at the Authority is required to have a valid license to operate a motor vehicle in New Jersey.

ARTICLE XXV

PERSONNEL RECORDS

- A. **Personnel Records and Notices.** Upon reasonable prior request, the official personnel records of any employee shall be open to the inspection of the employee. Copies of the contents shall be available upon request; any reproduction costs shall be paid by the employee. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.
- B. **Disciplinary Records.** An employee will be given a copy of any disciplinary document which is placed in the employee's official personnel file.

ARTICLE XXVI

CLOTHING ALLOWANCE

Work clothing shall be furnished at Authority expense to all employees required to wear uniforms. Repairs to clothing damaged while performing work duties shall be replaced by the Authority after inspection of same.

The Authority will reimburse each maintenance employee up to \$50.00 per year to purchase boots to use in performing their job with the Authority (receipts must be provided).

ARTICLE XXVII

TOOL ALLOWANCE

The Authority will supply tools at its expense to all employees required to use same. Employees shall be responsible for maintenance and retention of issued tools. All Authority issued tools will be surrendered by employee upon separation of employment from the Authority.

ARTICLE XXVIII

SALARY

As of April 1, 2009, the minimum hourly salary for this bargaining unit shall be \$10.00 per hour.

Employees covered by this Agreement shall receive annual increases to base salary as follows:

Effective April 1, 2009	3%
Effective April 1, 2010	3.5%

ARTICLE XXIX

WORK RULES

The Authority may establish reasonable and necessary rules of work and conduct for employees that do not conflict with negotiable issues. Such rules will be equitably applied and enforced.

ARTICLE XXX

MISCELLANEOUS

The parties agree that the Authority has the right to reopen the contract to discuss any regulations, orders, policies or other actions instituted by HUD during the life of this Agreement.

ARTICLE XXXI

NEW CONTRACT NEGOTIATIONS

- A. The parties agree that negotiations for a successor Agreement modifying, amending or altering any of the terms and provisions of this Agreement shall commence pursuant to regulations of PERC. The terms, conditions and practices of the last year of this Agreement shall be continued forward and remain in full force and effect until a successor agreement is negotiated and endorsed.

- B. This Agreement shall be effective immediately on the date of signing and shall continue in full force and effect through March 31, 2011.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the Authority and the Union on the _____ day of _____ 2009.

WILDWOOD HOUSING AUTHORITY

ATTEST: _____

BY: _____

GOVERNMENT WORKERS UNION

ATTEST: _____

BY: _____

President

Local President

Business Agent