

# **AGREEMENT**

**Between**

**Paterson Housing Authority**

**And**

**AFSCME, AFL-CIO Local 3880**

**AMERICAN FEDERATION OF STATE COUNTY & MUNICIPAL  
EMPLOYEES  
DISTRICT COUNCIL 52**

***AFSCME***

American Federation of State, County and Municipal Employees, AFL-CIO

**April 1, 2022 through March 31, 2024**

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## **PREAMBLE**

This Agreement entered into by the Housing Authority of the City of Paterson, hereinafter referred to as the "Employer" or "HACP", and AFSCME New Jersey Council 63 and its affiliated Local 3880, American Federation of State, County and Municipal Employee, AFL-CIO, hereinafter referred to as the "Union" or "Local 3880", 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 difference; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I**

### **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining concerning wages, hours and working conditions and the administration of grievances arising there under for the terms of the agreement for all white collar employees, employed by the Housing Authority of the City of Paterson but excluding: managerial executives, confidential employees and supervisors within the meaning of the act: craft employees, professional employees, police employees, casual employees, all maintenance employees including assistant maintenance superintendent, executive assistant, executive director, assistant executive director, Senior accountant, chief modernization operations, tenant selection supervisor, and all executive staff employed by the Housing Authority of the City of Paterson.

Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

## ARTICLE II

### UNION SECURITY

All employees who are covered by this Agreement are provided with Union Security as set forth below.

#### **A. Check off of Union Dues**

1. All employees who are members of the local Union on the effective date of this Agreement may tender their membership dues to the Union by voluntarily signing the Authorization for Payroll Deduction of Union Dues Form provided by the Union.
2. The Employer agrees to deduct dues in the amount certified by the Union, required by the labor organization pursuant to N.J.S.A. 52:14-15.9e.
3. Payroll deduction of Union dues shall become effective in the next full pay period following receipt of authorization by the Employer.
4. The total of all such deductions, together with a list of employees from whom dues have been deducted, shall be remitted to the designated Financial Officer of AFSCME New Jersey Council 63, AFL-CIO, Nottingham Village Square, 2653A Whitehorse-Hamilton Square Road, Hamilton, NJ 08690, monthly, by the 15th day of the month following the deduction.
5. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Employer in advance of effective date.
6. Each employee who, on the effective date of this Agreement is a member of the Union shall maintain his membership in the Union for the duration of this Agreement.
7. Dues, deductions for any employees in the bargaining unit shall be limited to the Union, the majority representative, and employees shall be eligible to withdraw such authorization in accordance with the Workplace Democracy Enhancement Act.

#### **B. Union Fees and Access**

1. **Workplace Democracy Enhancement Act.**
  - a. PHA will provide AFSCME NJ Council 63 with the following information of all bargaining unit employees, in excel format, in accordance with the Workplace Democracy Enhancement Act: employee's name, job title, worksite location, home address, work number and extension, home and cell phone number on file, employees date of hire and employees home and work email.

- b. PHA will abide by all the provisions of the Workplace Democracy Enhancement Act.

## **2. P.E.O.P.L.E. Deductions**

The HACP agrees to deduct from the wages of the members of the Union in this bargaining unit a P.E.O.P.L.E. (Public Employees Organizing for Political and Legislative Equality) deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the HACP and the Union. The HACP agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deduction had been made, and the amount deducted during the period covered by the remittance.

## **3. Indemnification**

The Union hereby agrees to indemnify, defend, and hold harmless the HACP from any claim, suit or action, or judgments, including reasonable costs of defense which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deductions from the salaries of any employee of any sum of money as a representation fee and or a voluntary P.E.O.P.L.E. deduction under the provisions of the agreement.

## **C. Notification of New Employees**

The HACP agrees to submit to the Union Recording Secretary each month a list of new employees hired in the HACP covered by this Agreement, their job classification, and whether their employment is on a permanent, provisional, seasonal or temporary basis. The Union agrees to notify the HACP of any change in the representative officers.

## **D. Bulletin Boards**

The HACP agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at each work installation in a mutually agreed upon appropriate area.

## **E. Access to Premises**

The HACP agrees, upon advance approval, to permit representatives of the International Union and the Union Council, to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees.

The HACP agrees, upon advance approval, which will not be unreasonably withheld, to permit representatives of the International Union and Union Council, to enter the premises of the Employer for Union meetings or gatherings after working hours, provided such meetings do not interfere with the performance of duties assigned to the employees, or disrupt the operation of the HACP.

## ARTICLE III

### WORK HOURS AND WORK WEEK

#### A. Hours of work scheduled as follows:

1. The working hours for all employees covered under this contract will be 8:30 a.m. to 4:30 p.m., and 9:00 a.m. to 5:00 p.m. with a one-hour inclusive unpaid lunch period, unless the employee is on a pre-approved flex time schedule. There will be a five-minute grace period starting time. The work schedules set forth herein shall not be changed unless the changes are mutually agreed upon by the Union and the HACP.
2. If an employee does not utilize the inclusive one-hour lunch period, he or she may not utilize that time to leave work earlier than 4:30p.m. The one-hour lunch period must be utilized between the hours of 12:00noon to 2:00pm and cannot go past 2:00pm. On limited circumstances, this policy may be amended on an individual basis with the approval of the Executive Director. Any employee seeking an amendment to this policy shall provide his or her supervisor with an inter-office memo requesting such an amendment no later than 9:00am of the day the request is to take effect. Each employee is limited to one such request every 30 days.
3. A work week is measured from 12:01 a.m. Monday through 12:00 a.m. the following Sunday.
4. The current lateness policy will be modified to reflect a progressive system which shall be implemented within six (6) months of the execution of this memorandum (May 3, 2013) or sooner if possible.
5. Each employee under this agreement will be allowed to make up time for lateness due to emergencies two times every six months, provided that the time is made up in that same work week as the lateness occurred. It will be the employee's responsibility to notify his/her supervisor when during that work week that lateness will be made up. With respect to any additional

lateness, during the relevant time frame, the PHA will continue to follow PHA policy.

## **B. Work Schedule**

1. Work schedules are Monday thru Friday 8:30am to 4:30pm and 9:00 a.m. to 5:00 p.m. and shall not be changed unless the changes are mutually agreed upon by the Union and the HACP.
2. With respect to closings and/or openings, such information will be available to all employees and can be accessed by calling in to the HACP attendance line (973)345-0445. HACP will make information with respect to closings and/or openings available on the HACP attendance line as soon as possible, but no later than 6:30 a.m. This policy will be memorialized in a memo or letter and attached to the back of the contract.

## **C. Distribution of Overtime**

1. Work at Employee's Option

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. Overtime shall be distributed as equally as practical among the employees within the department who are qualified and capable of performing the work available. Overtime offered, but refused by an employee, shall count as overtime worked for the purposes of determining the equitable distribution of overtime. The rotational list with overtime worked or offered shall be kept by the Supervisor of that Department.

2. Overtime assignments will be distributed by seniority on a rotating basis among the employees within title and Department, and qualified to do the work, according to their Civil Service job classification. Refusal to work will count as hours worked.

## **D. Overtime Pay**

1. All overtime worked shall be paid in the next regular payroll check within thirty (30) days of submitting the overtime request for payment.
2. Employees required to work overtime Monday through Saturday shall be paid at one and one half (1½) times his/her hourly rate for all hours worked and paid double his/her hourly rate of pay for all hours worked on Sunday. All overtime shall be approved by the Executive Director.



3. Overtime will be computed based on actual hours worked plus any paid holidays that fall during that week. As the Administrative Staff work a 35-hour work week, time and a half will commence after the employee has worked a 40-hour work week.

## **ARTICLE IV**

### **SENIORITY**

- A. Seniority is defined as an employee's total continuous length of service with the HACP, beginning with his/her date of hire. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and /or retirement. However, the time spent of leave (with or without pay or through resignation, discharge or other cause), shall not count as service time. This information shall be provided January 1st of each year.
- B. If two (2) employees are hired on the same date, seniority shall thereafter be determined in accordance with Civil Service regulations and/or all applications shall be date and time stamped to determine whose application was submitted first. This shall also include those not covered by the Civil Service Regulations.
- C. Copies of seniority lists maintained by the HACP shall be provided to the Union on an annual basis. The seniority list shall show the names, job titles and date of hire, as well as provisional or permanent status of all employees in the bargaining unit.

## ARTICLE V HOLIDAYS

A. The following Holidays with pay shall be:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

If a holiday falls on a Sunday, the Monday immediately following shall be considered a holiday. If the holiday falls on a Saturday, the preceding Friday will be considered a holiday.

## **ARTICLE VI**

### **WORK FORCE CHANGES**

#### **A. Job Vacancy**

In accordance with Civil Service procedures, whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days. Provisional promotions and/or vacancies shall be filled from among those employees who apply and meet the requirements of the job, in accordance with Civil Service procedures. Upon promotion, the salary of the promoted employee will be appropriately adjusted.

#### **B. Layoffs**

1. Layoffs shall follow procedures called for by New Jersey Civil Service Commission ("NJCSC").
2. Meeting with Union. In the event the HACP plans to lay off employees for any reason, the HACP shall meet with the Union to review such anticipated layoff in accordance with Civil Service guidelines and procedure.
3. Layoff List. The HACP shall forward a list of those employees being laid off, as approved by the NJCSC, to the Local Union Secretary on the same date that the notices are given to the employees.

#### **C. Recall**

1. When the workforce is increased after a layoff, employees will be recalled according to seniority Based upon need and job function, pursuant to Civil Service regulations.
2. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing the notice of recall, he/she shall be considered a voluntary resignation, as per Civil Service regulations.
3. Recall rights for employees shall expire in accordance with NJCSC regulations. Written notice of expiration of recall rights shall be sent to the employee at his/her last known address by registered certified mail. A copy of

- both recall notices and notices of expiration of recall rights shall be sent to the Union.
4. When PHA learns of upcoming tests, within 2-3 days it will notify any employee who currently holds the position for which that test applies and will also post it on the notice board. The employee will then sign, date and return the notification to Human Resources and will retain a copy for themselves.
  5. All available union jobs will be posted on the notice board and also provided to the Union President.

## **ARTICLE VII**

### **PERSONNEL FILES**

- A. Employees shall be furnished a copy of any written reprimand or any written material of a derogatory nature that shall be made a part of the personnel file.
- B. All employees shall have access to their own personnel file during reasonable working hours and upon written notification to the Personnel Officer. Employees shall have the right to receive a photocopy of any document contained in his or her personnel file.
- C. The Employer shall not release an employee's personal information, including but not limited to his/her address, unless the Employer is obligated to comply with a Court Order, New Jersey Open Public Records Act, or any other State or Federal Law or proceeding requiring the disclosure of confidential information.

## **ARTICLE VIII**

### **VACATION DAYS**

- A. Vacation Days with pay will accrue at the rate of one (1) working day per month for the first five (5) years of service. Thereafter, the number is increased as follows:

1. Up to 5 years of service	1 vacation day per month (12 days per year)
2. After 5 years & up to 10 years	1 ¼ days per month (15 days per year)

- |                                    |   |
|------------------------------------|---|
| 3. After 10 years & up to 15 years | 1 2/3 days per month<br>(20 days per year)  |
| 4. After 15 years & up to 20 years | 2 1/12 days per month<br>(25 days per year) |
| 5. After 20 years                  | 2 ½ days per month<br>(30 days per year)    |
- B. Employees will receive their annual leave as earned in accordance with the HACP Personnel Policy.
- C. Employees may carry up to thirty (30) vacation days into the new year, but must be used within that new year.
- D. At the end of each year, the HACP shall notify the employee of the number of vacation days the employee has on record.
- E. Requested dates for vacation leave shall be scheduled and approved by each Supervisor, taking into consideration the wishes of the employee. Conflicts in vacation schedules will be resolved on the basis of seniority.

## ARTICLE IX

### PERSONAL DAYS

- A. The employees shall be entitled to three (3) Personal Leave days per calendar year. All new employees must work at least six (6) months before Personal Days are earned and on the seventh (7th) month shall receive pro-rated Personal Days until the end of the year. Such days shall be non-accumulative. Personal Days may be used in conjunction with vacation leave if approved in advance by the Department Head of in the event of an unforeseen emergency.
- B. Application for such leave must be submitted in writing, at least one (1) day in advance.
- C. One personal day can be taken in hourly increments each year. The remaining personal days can be taken as either half or full day increments.
- D. The three (3) Personal Leave days are the equivalent of earning one-quarter (1/4) day per month. If employment is terminated prior to the end of the year, the employee will only be entitled to the prorated number of Personal Leave days

earned at that time. Deduction will be made from final payroll check for any time taken that had not been earned at the time of the termination.

## **ARTICLE X**

### **PAID LEAVE**

#### **A. Bereavement Leave**

1. Death of Immediate Family Member.

In the event of a death in the employee's immediate family, he/she shall be granted bereavement leave without loss of pay for a period not to exceed three (3) working days, one of which shall include either the day of death or the day of the funeral.

2. Immediate family shall be defined as follows: husband, wife, child, stepchild, mother, father, sister, brother, mother-in-law, or father-in-law.
3. One (1) days leave will be granted for grandmother, grandfather, grandchild, brother-in-law or sister-in-law.
4. Reasonable verification may be requested.
5. If the employee needs additional days, he may use vacation time, personal days or sick time which will not be unreasonably denied.

#### **B. Military Leave**

Unit employees shall be granted all rights with regard to military leave under applicable State and Federal statutes.

#### **C. Jury Duty**

When an employee receives a summons to serve on a jury, immediate notification must be given to his/her Department Head and the Personnel Officer. An employee will receive his regular salary for the period served and any money received must be surrendered to the HACP in order to receive salary for that day. The HACP will not pay any mileage incurred by the employee in order to serve on jury duty. When an employee receives a summons to serve on jury duty, notification must be given to his or her Department Head and the Personnel Officer within five (5) working days of receipt of the summons.

#### **D. Civil Service Examination**

Employees shall be allowed time off with pay, as needed, to take open competitive and promotional examinations held by the New Jersey Department of Civil Service. Such time off must be requested in advance, in writing, and such privileges shall not be abused.

## **ARTICLE XI**

### **UNPAID LEAVE**

#### **A. Family Medical Leave Act/Family Leave Act**

The employer acknowledges that bargaining unit members are covered by the Federal Family Medical Leave Act and State Family Leave Act ("FMLA/FLA"). The FMLA/FLA is applicable in the following circumstances:

##### **1. Extended Sick Leave**

Extended sick leave without pay may be granted to employees for a period, not to exceed six (6) month in accordance with the FMLA. Such leave to be extended upon request and with the approval of the Executive Director and Personnel Committee. Such approval shall not be unreasonably withheld.

##### **2. Parental Leave**

Parental leave shall be granted for a period of up to three (3) months and shall, upon written request, be extended to a maximum of one (1) year without pay in accordance with the FLA. The Employee may exhaust all earned sick and vacation time prior to such leave, but will not be required to do so.

## **ARTICLE XII**

### **SICK LEAVE**

#### **A. Sick Leave**

1. All employees shall be entitled to sick leave pay after they have worked at least thirty (30) days with the HACP. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

#### **B. Accrual of Sick Leave**

1. All employees shall earn one and a quarter (1¼) working day per month as set forth in the HACP Personnel Policy.

2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year, to be used when needed for such purposes as set forth above.
3. Upon request at the end of each calendar year, the HACP shall notify the employee of the number of sick days used and the number of unused accumulated sick days.
4. Employees who are unable to work because of illness must telephone their supervisor and the Attendance Answering Machine at least 15 minutes prior to their start time.
5. If an employee should be absent on sick leave for three (3) or more consecutive working days, he shall be required to submit a certification of a licensed physician substantiating the illness on the third day of absence. Medical Certification must cover all the sick days utilized by the employee during that absence. Medical certification can be faxed to (973) 278-7609 or emailed to [hr@patersonha.org](mailto:hr@patersonha.org).
6. Sick leave shall be calculated based on the calendar year worked.

## **ARTICLE XIII**

### **INSURANCE, HEALTH AND WELFARE COVERAGE**

#### **A. Group Health Insurance**

All employees and their eligible dependents of the HACP, covered by this Agreement, shall be entitled to participate in the HACP's Health Plan as set forth within the HACP's Plan Document. All employee contributions and co-payments are hereby set forth within the Plan Document in effect at the initiation of this Agreement. Employee pay a percentage of their annual base salary for health and/or prescription drug coverage. The premium is based on the employee's annual salary and the selected type of coverage. Coverage is effective approximately two months after the hire date. The existing prescription copay are \$1.00 for generic and \$7.00 brand name prescriptions. This copay is based on yearly negotiated rate with the prescription plan administrator.

#### **B. Disability**

The HACP is subject to New Jersey Unemployment Law, and as such the Authority and its employees are required to contribute to the State Unemployment and Disability Fund. Currently each employee is subject to payroll withholding of the



prevailing percentages as set forth by the State Unemployment and Disability Fund. The employer contribution is also set at a prevailing percentage amount.

**C. Post-Employment Health Insurance**

Upon retirement, an employee may be eligible for post-employment health insurance as set forth in HACP Resolution #08-01-05, which the HACP reserves the right to amend in accordance with N.J.S.A. 40A:10-23.

**D. Post-Employment Sick Leave Compensation**

Upon retirement, upon death or resignation in good standing, if employee has been employed by the HACP for a period of at least ten (10) years; employee/estate is entitled to severance pay equivalent to 50% of regular pay for any unused accumulated sick days' subject however to a maximum of \$15,000.00 per state statute. This is subject to change predicated upon the prevailing state statute in effect at the time of separation.

**ARTICLE XIV**

**WAGES AND COMPENSATION**

**A. Cost of Living Adjustments (“COLA”)**

1. Effective retroactive to April 1, 2022, employees will receive a three and one-half percent (3.5%) increase to their annual base salaries.
2. Effective April 1, 2023, employees will receive a three percent (3.0%) increase to their annual base salaries.
3. Each year, the HACP shall determine whether an additional increase in wages is possible for its employees, which will be contingent upon funding received by HUD for the HACP's Central Office as part of the Asset Management Program, per 24 C.F.R. §990.230(d).

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### A. Grievances

1. The purpose of this procedure is to secure promptly, and at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.
2. In the wording of this statement of procedures, the term “aggrieved” shall be taken to include all those employees covered by this Agreement.
3. Any employee shall have the right to present his grievance through the Steps described in the following paragraphs without restraint, interference, coercion, discrimination or reprisal. Nothing contained herein shall be considered as limiting the right of an employee having a grievance to discuss the matter informally with any department head and have the grievance adjusted without formal proceedings. The employee has the right to have the Shop Stewart and President be present during these discussions.
4. If the Employer does not answer a grievance or an appeal thereof within the specified time limits or any mutually agreed to extension, the grievant shall proceed to the next step of the procedure.
5. If, in the judgment of the Union, a grievance affects a group of employees, the Union may process and institute such grievance at step 3 of this grievance procedure, provided it is initiated and signed by at least one employee.
6. The Union shall have the right to submit a grievance concerning a suspension and /or discharge, or any loss of monies, directly to the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.
7. Nothing herein shall prevent the employee from processing his own grievance, provided the Union will be present at any hearing on the individual's grievance.
8. The term department head is hereby defined as the representative of the employer who is directly responsible for supervising the work of the employee and who has been designated by the employer to deal with Step 1 grievances.
9. The term working days as used in this Article shall not include Saturday, Sundays, Holidays or the grieving party's sick days or scheduled time off.
10. Time limitations set forth in this Article may be waived by mutual agreement.

11. The term grievance, as used herein, means a complaint by an individual employee, group of employees or the Union concerning the interpretation, application or violation of policies, agreements or administrative decisions affecting them.

## **B. Procedure**

### **1. Grievance Specificity**

- (a) A grievance shall contain the following: (1) identify the grievant(s) by name; (2) set forth with reasonable particularity and clarity and include the specific action or failure to act alleged; (3) time and place of occurrence of said act; and (4) the employer's representative whose action or failure to act forms the basis of the grievance, explaining the precise alleged violation and must set forth the remedy sought.
- (b) Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, may be settled in the following manner:

### **Step 1**

#### **Department Head/Immediate Supervisor**

- A. An employee who has a grievance, may at the time of the grievance occurs or within twenty (20) working days of the occurrence of the grievance or within twenty (20) working days from the time the employee should have reasonably discovered the grievance notify his immediate supervisor of the grievance. However, grievances concerning the pay check must be brought within thirty (30) days of the issuance of the paycheck by the Employer.
- B. Failure of an employee to act within the time period set forth above, shall be deemed to constitute an abandonment of the grievance.
- C. The employee and the union steward will meet with the immediate supervisor in an attempt to resolve the grievance at the earliest mutually convenient time and place. Grievances not heard within ten (10) working days shall be moved to the next step unless there is a mutual agreement to a time extension or if the employee or union waives the meeting.
- D. The immediate supervisor shall render a written decision within ten (10) working days of receipt of the grievance. If no reply is received within that period, the grievance shall be deemed denied.

- E. If a grievance is not settled, or is rejected or, is deemed denied by a failure of the immediate supervisor to reply at the Step 1 then, the employee or the Union may within ten (10) working days proceed to Step 2. If the employee or the Union does not proceed to Step 2 within ten (10) working days' further grievance proceedings will be conclusively deemed waived and the decision denying the grievance will stand.

## **Step 2**

### **Hearing Officer**

In the event that the grievance has not been resolved at Step 2 the employee or the Union shall present the grievance in writing to the Personnel Officer or his designee within ten (10) working days of the failure to resolve the grievance. Within five (5) working days, or as soon as practicable, a hearing will be held before a Hearing Officer, Department Head and any other pertinent persons, at a mutually convenient time and place with the Personnel Officer or his designee, and the Grievant, Union Steward, President and Council Representative present. Both parties may have testimony given by appropriate persons including the aggrieved employee. The Hearing Officer shall issue a written decision within ten (10) working days of the hearing.

## **Step 3**

### **Arbitration/Merit Board**

In the event a grievance has not been resolved at Step 3 the Union, but not the employee, may within thirty (30) days submit the grievance to arbitration. Failure to so submit the grievance shall be deemed a conclusive waiver of the right to arbitration. An arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission.

The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator shall have no power to add to, detract from or change in any way the terms of this Agreement and he shall be limited to consideration of only the terms expressed therein.

The expenses of arbitration shall be shared equally by the parties. The parties shall cooperate to schedule a prompt hearing. The employee also has the right to file an appeal with the Merit System Board and have the matter adjudicated in that forum in lieu of proceeding with arbitration.

### **C. Matters Relevant to the Grievance Procedure**

1. The Employer will give written notification to the Union of grievance hearings or meetings beginning with Step 1 for all employees in the bargaining unit.

2. The Union reserves the right to have non-employee Union representatives at all steps of the grievance procedure.
3. (a) To the extent necessary, Grievance Committee members may, upon obtaining approval from his supervisor, investigate grievances during working hours without loss of pay, provided that such investigation of an already-formalized grievance shall not exceed two (2) hours. Approval for investigation time shall not be unreasonably denied.  
  
(b) A formalized grievance is defined as one which has been initiated at any step of the grievance procedure. A grievance committee member who is investigating an already formalized grievance at any step shall notify the supervisor in the work areas where the grievance allegedly occurred of his intention to investigate a grievance and shall request the permission of the supervisor to proceed. Approval of the request will not be unreasonably denied. Both parties recognize that normal operations shall not be disrupted for the purpose of grievance investigation.

#### **D. Grievance Committee and Stewards**

1. The names of Officers and Stewards of the Local Union who may represent the employees shall be certified in writing to the Employer by the Local Union. Individuals so certified shall constitute the Union Grievance Committee.
2. The Officers of the Union and Representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Personnel Director any conditions which may be a threat to the normal operating conditions of the Employer.

## **ARTICLE XVI**

### **DISCIPLINE AND DISCHARGE**

- A. Disciplinary action or measures shall include Verbal Warnings, Oral Reprimand, Written Reprimand, Suspension, Demotion and Discharge, and for Civil Service Employees will only be taken in accordance with N.J.A.C. 4A:2-2.1, et al.
- B. Written Notification of Disciplinary Charges
  1. When any action or measure is imposed upon or is pending against an employee, then the Employer shall notify the employee, the Union President, the Union Steward, and Union Council Representative, in writing of the

specific reasons for such disciplinary action being imposed and the proposed penalty.

2. The written notification shall contain a detailed description of the charges, which shall include dates, times, and places. The written notification shall indicate that one (1) copy has been sent to the appropriate Union Steward, one (1) copy to the Union President and one (1) copy to the Union Council Representative. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee.

C. The Employer, Employee and Union recognize the principal of Progressive Discipline.

D. Limitations

An employee shall not be disciplined for acts which occurred more than ninety (90) days prior to the Employer serving notice on an employee that discipline may be imposed.

## ARTICLE XVII

### GENERAL PROVISIONS

#### A. Pledge Against Discrimination and Coercion

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
2. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.
3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.
4. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

## **B. Union Activities on Employer's Time and Premises**

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

1. post Union notices;
2. distribute Union literature;
3. solicit Union membership during other employee's non-working time;
4. transmit communications authorized by the Local Union or its officers to the Employer or his representatives; or
5. consult with the Employer, his representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

## **C. Contract Negotiations**

The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

## **D. Work Rules**

1. The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been agreed upon by the Employer and the Union, and in addition, have been posted prominently on all bulletin boards for a period of five (5) consecutive work days.
2. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.
3. An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

## **E. Protection and Security for Employees**

The Employer shall provide adequate security and protection at all work installations for all employees during their respective work shifts.

## **F. Joint Safety Committee**

The Employer and the Union agree jointly to establish a Safety Committee consisting of twelve persons from the Employer, including personnel from financial, human resources and maintenance departments and managers and two persons from Union Representatives, the number of members to be agreed upon. This committee will advise management of all safety activities and shall meet monthly. The Joint Safety Committee shall:

- a) Make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;
- b) Promote safety for workers, and participate in making the safety program known to all workers;
- c) Conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.
- d) Instruct all employees to report any hazardous physical condition or unsafe work method to Executive Director's office.

## **G. Labor Management Meetings**

Labor Management Meetings will be scheduled during work hours following a reasonable request by either the Union or the Employer. The request for such meeting shall include the proposed agenda. All Labor Management Meeting will be reduced to writing.

## **H. Maintenance of Benefits / Past Practice**

Any benefits presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefits are a part of this Agreement, except where such benefits have been abridged by this Agreement, or where it has been otherwise mutually agreed between the Union and the Employer. Specifically, any benefits in the HACP Handbook that has not been abridged by this Agreement, stands in effect.

## **I. Longevity Pay Eliminated**

Effective July 19, 2010, longevity pay shall be eliminated for all new hires.



## **J. Notification to the PHA of Officers**

The Union shall identify to PHA which employees are currently serving as officer in the Union. The Union shall identify the same of the employee and the position held in the Union and shall also keep PHA apprised of any subsequent substitutions or changes in position.

## **ARTICLE XVIII**

### **STRIKES AND LOCKOUTS**

- A. It is agreed that the Union and employees shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever, during the term of this Agreement; nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal HACP operations. Employees, however, shall not be required to cross any primary picket line.
- B. The Union shall not be liable for any strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal HACP operations unless the Union has authorized such strike, cessation of work, slowdown, work stoppages or interference of any kind with PHA operations or participated in same.

## **ARTICLE XIX**

### **MANAGEMENT RIGHTS**

- A. The HACP hereby retains and reserves unto itself 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. To the executive management and administrative control of the HACP and its properties and facilities and the activities of its employees.
  - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees.
  - 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

4. Pay for additional duties will be given consideration on new projects.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the HACP, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express term 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.

Nothing contained herein shall be construed to deny or restrict the HACP of its powers, rights, authority, duties and responsibilities under R.S. 40, R.S. 11 or any other National, State, County or Local Laws or Ordinances.

## **ARTICLE XX**

### **EMPLOYEE TRAINING**

- A. The HACP and Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increase levels of competence.
- B. The Union agrees that it will encourage employees to maintain acceptable and increased levels of competence by:
1. Keeping abreast of changes occurring in their occupation as provided to the Union by the HACP.
  2. Participating in training/career development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training, which shall be during a regular tour of duty or if otherwise, compensated for at appropriate rate of pay.
  3. Utilizing and sharing with fellow employees' new skills acquired through training.
- C. The HACP will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.
- D. The HACP and Union agree to meet, upon written notice of either party, to consider training and development programs for employees covered by the Agreement. Such programs, as required by management, shall include full

reimbursement by the HACP for approved courses that are completed by employee as part of employee training program.

## **ARTICLE XXI**

### **EMPLOYEE PERFORMANCE**

- A. Union agrees to support and cooperate with the HACP in improving employee performance. In furtherance thereof, Union shall encourage all employees to:
1. Be in attendance and punctual for scheduled work hours;
  2. Give such effort to their work as is consistent with the requirements thereof;
  3. Avoid waste in the utilization of materials;
  4. Maintain and improve levels of performance;
  5. Cooperate in the installation of methods and technological and suggest other improvements where possible;
  6. Assist where possible, in building good will between the HACP and Union and the public at large.
- B. The Union recognizes that it is the responsibility of the HACP to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The Union pledges its cooperation in the attainment of such standards and methods.

## **ARTICLE XXII**

### **SAVINGS CLAUSE**

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE XXIII**

### **FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that 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.

## **ARTICLE XXIV**

### **TERM AND RENEWAL**

This Agreement shall be in full force and effect as of April 1, 2018 and shall remain in effect to and including March 31, 2020. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

**IN WITNESS THEREOF**, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Irma Gorham,  
Executive Director  
Paterson Housing Authority

\_\_\_\_\_  
Terri Dias, President  
AFSCME Local 3880

\_\_\_\_\_  
Patrice Hobbs, Esq.  
General Counsel for the PHA

\_\_\_\_\_  
Agustin Sanchez, Staff Rep.  
AFSCME New Jersey Council 63