

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**HOUSING AUTHORITY OF PLAINFIELD**  
**AND THE**  
**OFFICE & PROFESSIONAL EMPLOYEES**  
**INTERNATIONAL UNION, AFL-CIO, CLC, LOCAL 32**

*JANUARY 1, 2002 THROUGH DECEMBER 31, 2005*

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**P R E A M B L E**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2002,  
between the Housing Authority of Plainfield (hereinafter referred to as the  
Authority) and the Office and Professional Employees International  
Union, Local 32, (hereinafter referred to as the Union), represents the  
complete and final understanding on all bargainable issues between the  
Authority and the Union.

**W I T N E S S E T H T H A T :**

**WHEREAS**, the parties have carried on collective negotiations  
regarding wages, hours of work and other terms and conditions of  
employment for certain employees of the Authority; and

**WHEREAS**, the parties desire to embody the results of the  
collective negotiations in a written Agreement;

**NOW THEREFORE**, in consideration of the mutual promises  
herein contained, the parties agree as follows:

**ARTICLE I**  
**RECOGNITION**

A. The Authority hereby recognizes the Union as the exclusive bargaining representative for all employees in the certified unit in accordance with the PERC Docket No. RO-96-95. Included are all full time and regularly employed part time non-supervisory, blue collar and white-collar employees of the Housing Authority of Plainfield.

Excluded are the Director of Finance, managerial executives, confidential employees, supervisors within the meaning of the Act, police, craft employees, professionals and security employees.

B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females.

**ARTICLE II**  
**UNION-MANAGEMENT COOPERATION**

It is the common objective of the parties to obtain economy and efficiency of operations, safety for employees, increased productivity, protection of property and sanitary maintenance of its developments. To achieve such common objectives, the parties agree to work jointly to improve upon such areas as organization of work, individual work effort and to take positive actions to increase tenant involvement and cooperation.

## **ARTICLE III**

### **UNION SECURITY**

A. The Authority shall maintain a check-off of monthly dues from each employee from whom it receives voluntary, written authorization and transmit to the Union a check in the amount of deductions so made.

B. The Union will notify the Authority in writing of any changes in the membership list and such changes will be reflected in any deductions made ten (10) days after the Authority receives such notice.

C. The Authority will, upon execution of this Agreement, submit a master list of all members of the Union employed by the Authority of that date. The master list will include names, job titles and dates of employment for all such employees. On June 1<sup>st</sup> of each subsequent year of this Agreement, the Authority will provide the Union with a master list of all its employees.

D. The Authority and the Union agree that the Authority shall deduct the sum of eighty five percent (85%) of the rate of the Union dues from each and every non-Union member of the bargaining units represented by the Union after attaining thirty (30) days of employment and shall remit this agency shop fee to the Union on a monthly basis. This agency shop agreement shall conform to all provisions of the New Jersey agency shop statute.

E. The Union will indemnify and hold harmless the Authority against any and all claims arising out of said check-off system.

F. Upon receipt of an employee's voluntary signed authorization for VOTE deductions, the Authority shall deduct and remit monthly to the Union said assessments made from the employee's earned wages and/or salary.

#### **ARTICLE IV**

#### **UNION BUSINESS**

A. The Authority recognizes the right of the Union to designate a Union representative and one (1) alternate to represent the Union and the employees covered by this Agreement. The alternate will act on behalf of the Union only in the absence of the Union representative. The Union shall furnish the Authority with the name of the Union representative and the alternate and will notify the Authority of any changes.

B. The authority of Union representatives so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement. The Union representative shall obtain prior written approval from

his/her supervisor before leaving the work area to handle Union business.

2. That the Union representative has no authority to take strike action or to interrupt the Authority's business.

3. The Union representative is authorized to investigate, present and process grievances, provided such activity is not disruptive of any work and not disruptive of the schedule of manpower of any other member of the bargaining unit who may be involved in the grievance.

4. Any settlement of a grievance by the Union representative and/or supervisor of an employee involved in such disputes shall be reviewed by the Authority and the Union at the request of either; and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

A. The Authority retains full and exclusive authority for the management of its operation. All functions of management not specifically limited by the clear and express language of this Agreement are retained by the Authority. Except as otherwise specifically provided in this Contract, nothing in this Contract shall preclude the right of the Authority to determine the standards for selection for employment, direct its employees, take disciplinary action, relieve its employees from duties because of lack of work or for any other legitimate reason; maintain the

efficiency of its operations, determine the means, method and personnel by which its operations are to be conducted, determine the content of job classification, take all necessary actions to carry out its mission in emergencies and exercise the technology in the performance of its work.

B. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the joint or individual working effort of employees.

C. The Authority may assign its scheduled work and shall determine when overtime shall be worked, and by whom, and may require reasonable overtime.

D. Nothing herein shall impair the rights of the United States, HUD, and the Authority, pursuant to the Annual Contribution Contract with the Authority, nor shall this agreement conflict with pertinent New Jersey State Laws and Regulations.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURES**

A. A grievance is any dispute between the Union on behalf of an employee or group of employees and the Authority arising from the interpretation, application or alleged violation of the terms and conditions of employment.

B. It is agreed that all grievances shall be handled under the following procedures:



STEP I – A grievance shall be presented in writing within ten (10) working days of their occurrence and presented to the Executive Director or his or her designee. The Union representative will then be notified of a scheduled meeting with the Executive Director or his or her designee to discuss the grievance and allow the employee the opportunity to be heard. In the event the grievance cannot be resolved at this point, the Executive Director/designee shall submit a written answer to the grievant within ten (10) days of the meeting. Failure to raise a dispute within ten (10) working days after its occurrence renders the dispute null and void.

STEP II – If the parties are unable to effect an amicable settlement of any grievance or controversy through Step I, then the grievance or controversy shall be submitted within fifteen (15) working days after the Step I answer has been given to the employee and the Union. A written request for arbitration shall be sent to the Authority requesting such arbitration be conducted. The parties may jointly agree upon the selection of an impartial arbitrator. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected under the Rules and Regulations of the New Jersey State Board of Mediation.

1. The expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the parties incurring same.

2. Parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

3. It is understood that the arbitrator shall not have any power to add to, subtract from, or modify in any way the provisions of this Agreement.

4. Unless the parties agree otherwise, no more than one (1) issue shall be presented to the arbitrator in any single case.

5. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding upon the parties, subject, however, to any rights the parties may have under applicable statutes and case law.

6. In the event that the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least fifteen (15) working days after the decision rendered by the Authority on the grievance at Step II. If the grievant wishes to pursue his remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fee and expenses incurred thereby shall be paid by the grievant or the Union.

7. Upon request of the aggrieved employee, the Union representative may be present at any step of the grievance procedure.

8. Nothing herein shall be construed to require the Union or its representative(s) to process, or continue to process any grievance of any employee that it deems without merit or contrary to the positions of the Union as the exclusive collective negotiation representative.

9. The arbitration award shall be final and all parties shall abide by same and it shall be enforceable under the laws of New Jersey.

## **ARTICLE VII**

### **WAGES**

**Employees covered by this Agreement shall receive the following wage increases:**

**Effective January 1, 2002 – 3% increase to base salary**

**Effective January 1, 2003 – 3% increase to base salary**

**Effective January 1, 2004 – 3% increase to base salary**

**Effective January 1, 2005 – 3% increase to base salary**

**Employees shall remain at their current step; as such there will be no step progression during the term of the contract.**

## **ARTICLE VIII**

### **WORK WEEK**

The normal workweek for maintenance personnel will be Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M., eight (8) hours per day (40 hours per week). The normal workweek for staff

personnel shall be Monday through Friday, 9:00 A.M. to 5:00 P.M., seven (7) hours per day (35 hours per week).

The Authority reserves the right to change the regular work hours/week of the employees subject to the needs and requirements of the Authority.

## **ARTICLE IX**

### **INSURANCE**

The Authority shall maintain fringe benefits such as health, long-term disability, contributory life, and retirement insurance compatible with local and Civil Service practice. Attached as an Exhibit is a summary of all fringe benefits paid for by payroll deductions of Authority funds. The Authority reserves the right to change carriers so long as the benefits are equal to or better than the existing coverage. The Authority will notify the Union within at least thirty (30) days of its intent to change any benefits.

**DENTAL BENEFITS:** The Authority agrees to provide single coverage for each employee in the bargaining unit. Each employee shall be eligible for two-party and family coverage, however the difference in cost between the single coverage and either two-party or family coverage shall be paid for by the employee.

<i>Example:</i>	<i>Employee wants two-party coverage</i>
Two party	\$19.62 per month
Minus Single	- 9.81 (Authority pays per month)
Cost to employee =	\$ 9.81 per month

Employee wants family coverage

Family coverage	\$33.06 per month
Single	<u>9.81</u> (Authority pays per month)
Cost to employee	\$23.25 per month

**The Authority agrees to research other dental carriers and advise the Union of its findings. The employee shall be responsible for any increase in dental premiums incurred as a result of changing dental providers.**

## **ARTICLE X**

### **JOB INJURY COMPENSATION**

When an employee in the bargaining unit is absent as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the Authority shall abide by the following:

- 1) Pay such employee the prevailing salary percentage (%) and benefits on a regular basis in accordance with the provisions of the applicable New Jersey laws.
- 2) An employee injured on the job, who has filled out an accident report and has been attended to by the Authority's Physician and advised by the Authority's Physician when he/she may report back to work, shall not have his/her pay interrupted because he/she does not have accumulated sick leave.

***This provision shall not apply if:***

- a) The injury has been declared non compensable by the Authority's Workers Compensation administrators.

b) An employee has been released to return to work and does not return to work.

c) He/she has been attended by the Authority's Physician and has been released to return to work and does not return to work.

## **ARTICLE XI**

### **HOLIDAYS**

A. Employee shall be entitled to twelve (12) paid holidays each year as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	Observance Day
Washington's Birthday	3 <sup>rd</sup> Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>

B. In the event that any holiday falls on a Sunday, the Authority shall observe the following Monday as the holiday. In the event that any holiday falls on a Saturday, the Authority shall observe the preceding Friday as the holiday.

C. An employee who fails to report to work either before or after a holiday, and who is not out on an excused absence shall not be entitled to be paid for the holiday. To be eligible to be paid for the scheduled

holiday, the employee must be on an approved leave of absence and/or must have worked the day before and the day after the holiday.

## **ARTICLE XII**

### **VACATION**

All full time and part-time employees within this bargaining unit shall be granted annual leave for vacation purposes with pay, in accordance with the following schedule and guidelines:

A. As it is necessary that adequate personnel is working so that the business of the Authority can be conducted in a professional and efficient manner, all vacation requests must be made in writing by the employee to his/her immediate supervisor at least five (5) days in advance of the commencement of the requested leave period. Failure to adhere to the requirements of this provision will result in disapproval of leave.

B. If an employee fails to request or schedule leave in accordance with this provision, and the number of days remaining at the end of the year exceeds the maximum number of days that can be carried over, the excess days shall be considered forfeited and deleted from the payroll records at the end of the year.

C. No employee shall be penalized by losing vacation time because of necessary work schedules, and no one in a supervisory capacity shall require any employee under his/her supervision to work where it will result in the loss of accrued vacation time.

D. Employees who give at least three (3) weeks advance notice will receive their vacation pay prior to going on vacation.

E. The following chart outlines the maximum number of days that can be carried over in any given year:

1. Supervisory Personnel:

Years of Service	Allocated Days	Maximum # days allowed to be carried over to the next year.	Maximum days employee can have in any given year.
0-1	1 Day per month	12	
1-10	16	16	32
11-20	22	22	44
21 or more	30	30	60

2. Employees below the rank of Supervisor

Years of Service	Allocated Days	Maximum # days allowed to be carried over to the next year.	Maximum days employee can have in any given year.
0-1	1 Day per Month	12	
1-5	13	13	26
6-10	16	16	32
11-15	19	19	38
16-20	22	22	44
21 years & over	26	26	52

As reflected in the above chart, accrued vacation may be accumulated up to, but not to exceed the number of days earned for one (1) consecutive year. Employees cannot carry over more than a year's earned vacation into the coming year. Vacation may be taken any time between January 1<sup>st</sup> and December 31<sup>st</sup>.

F. An employee who has used vacation leave that is unearned may have to make compensation for the time upon separation from



service. July 1<sup>st</sup> is the determining date upon which all vacation periods shall be based.

G. Employees with less than one year of service shall receive one (1) day for each month of service. Anyone employed on or before the 15<sup>th</sup> of the month shall be considered to have a full month of service for that month.

H. Employees working on a part-time basis, (20 hours per week) over a one (1) year period, at approximately one half of the normal seven (7) hours per day position (35 hours per week) will be credited with vacation leave at the rate of one half day per month.

I. Upon termination of services, in accordance with this contract, the employee shall be entitled to compensation for any accrued vacation not yet taken.

### **ARTICLE XIII**

#### **SICK, PERSONAL AND ADMINISTRATIVE LEAVE DAYS**

##### **General guidelines for leaves of absences:**

**Absences without proper prior approvals may be considered sufficient cause for disciplinary action, including but not limited to suspension and/or termination.**

##### **SICK LEAVE**

A. Sick leave is defined as absence due to illness, accident or exposure to contagious diseases; also absence due to the serious illness

of a member of the employee's immediate family which requires the care or attendance of such employee.

"IMMEDIATE FAMILY" shall include mother, father, spouse, children, foster children, mother-in-law, grandparents, grandparents-in-law, or any relative residing within the employee's household. A doctor's certificate shall be required for any period of sick leave in excess of three (3) days.

**SICK LEAVE CREDITS**

B. Employees in the classified service, in addition to annual vacation leave with pay, will be granted sick leave, as hereinafter defined, with pay, of not less than one (1) working day for every month of service during the remainder of the first calendar year of service following permanent appointment and, in addition, fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year. Temporary full time employees shall be entitled to one (1) sick day per month. Accumulated sick leave may be used for illness in the employee's immediate family, defined for this purpose as son, daughter, wife or husband of the employee.

An employee working on a part time basis, over a one (1) year period, at approximately one-half (1/2) of the normal seven (7) hours per

day position (35 hours per week) will be credited sick leave at the rate of one-half (1/2) day per month.

C. The Authority shall not require any of its employees who may be disabled either through injury or illness as a result of, or arising out of and in the course of his/her employment, to use sick leave during such period of disability.

D. Sick leave for prearranged medical, dental or optical examination as a treatment shall be applied for in advance, whenever possible.

E. A doctor's certificate shall be required for any period of sick leave in excess of three (3) days. When an employee is unable to report for duty due to illness, he must notify the office no later than fifteen (15) minutes after the employee's regular starting time. If there is no call within the first fifteen (15) minutes of the employee's report time, the employee may be subject to discipline which may include being docked for pay; except upon the establishment of extenuating circumstances that prevented the employee from calling within the specified time frame. An employee who has repeated use of sick leave may be requested to have a doctor's certificate upon returning to work when he/she is absent from work due to sick leave for less than three (3) days.

The doctor's certificate provided by the employee to the employer shall include a diagnosis and authorization to return to work.

Advances of unearned sick leave may be granted at the discretion of the Executive Director not to exceed fifteen (15) days in one calendar year.

Upon death or retirement, all permanent employees in the classified service shall be entitled to be paid on the basis of 1/3 day per full day of verifiable sick leave accumulated and not previously used; the sum of which shall not exceed \$15,000.00 (fifteen thousand dollars).

**PERSONAL LEAVE DAYS**

A. Employees shall be granted up to three (3) days leave of absence during any calendar year with full pay for religious and/or personal reasons. These days must be taken within the current year and may not be carried forward into the next year.

An employee who has completed six months of employment in a calendar year shall be entitled to three (3) personal leave days. The request for absence for personal days shall be made in writing at least five (5) days prior to the time of absence. The five-day rule shall be waived in the event of a personal emergency.

**MATERNITY LEAVE**

Maternity leave may be granted for a period of six (6) months, provided the request for such leave is made in writing to the Executive Director no later than the fourth (4<sup>th</sup>) month of pregnancy. Such leave, if granted, shall be without pay.

**FAMILY AND MEDICAL LEAVE**

The Authority will grant leaves of absence to eligible employees for family and medical reasons in accordance with the Family Leave Act of 1993, and the New Jersey Family Leave Act. In the event of a medical leave, the employee must first use accrued sick leave.

**ADMINISTRATIVE LEAVE**

Where the Authority is of the opinion that a benefit may be derived by the Authority by having an employee attend conventions, conferences, seminars and meetings longer than one (1) working day, the Executive Director or his/her designee shall indicate in writing the employees who are to attend. Said employees shall be entitled to the absence, with pay, for such time as they are in attendance at the convention, conference, seminar or meeting.

**ARTICLE XIV**

**PERSONAL TRAGEDY LEAVE**

A. In the event of a death in the immediate family, a permanent employee may take up to three (3) consecutive days commencing with the date of death or the day of the funeral, at the employee's option, without loss of pay. This leave will not be charged against the employee's sick leave record.

B. For purposes herein, an "immediate family" member is defined as husband or wife, child, brother, sister, parent, father-in-law, mother-in-law, grandchild, grandparents, step parents and step children.

## **ARTICLE XV**

### **COURT LEAVE**

An employee, serving as a witness for the Authority, shall be granted Court leave and be excused with pay from regular assigned duties.

### **JURY DUTY**

An employee who is subpoenaed to attend court must provide his/her immediate supervisor with a copy of the subpoena, which shall be attached to a Request for Leave form. Employees who are subpoenaed to attend court as a juror shall be excused with pay from their regularly assigned duties and shall submit evidence of such attendance to their supervisor for transmittal to the Executive Director.

Where an employee is selected to serve on jury duty, the Authority shall pay the employee's salary at the regular rate for the period of service. Payments made to the employee by the court for jury service shall be forwarded to the Authority.

## ARTICLE XVI

### TERMINAL LEAVE

Upon normal retirement from the Public Employment Retirement System (PERS), an employee who is immediately eligible to receive retirement benefits shall receive a payment equivalent to a maximum of one-third of the employee's earned sick leave; the sum of which shall not exceed \$15,000 (fifteen thousand dollars). These payments are to include: early retirement, normal retirement, disability retirement and death of employee.

**All employees with twenty-five (25) years of continuous service shall continue to receive their medical benefits upon their retirement. At time of retirement, any increases shall be shared equally by the Authority and the retired employee.**

## ARTICLE XVII

### MILITARY LEAVE AND SUPERVISORY DAYS

#### MILITARY LEAVE

A. Military leave of absence without pay will be granted to an employee who leaves his position to enter military service in time of war or any period of national emergency as declared by the President in connection with national defense or by reason of being drafted, shall be carried on the rolls in a military leave status.

B. Upon his honorable discharge from military service, he shall be entitled to be restored to his same position or to a position equally

acceptable to him for which he is qualified provided he applies for reemployment within ninety (90) days after his discharge or before the expiration of any statutory right to reemployment, if later.

C. Military leave of absence with pay, in accordance with the number of calendar days in each calendar year as authorized by law, will be granted to permanent employees who are reservists of active duty, training, or military aid to enforce the law.

## **ARTICLE XVIII**

### **SENIORITY**

#### **Section 1 – Definition**

Seniority is defined as employment based on the length of continuous service with the Authority within the title from the date of hire and rank, except for layoff as defined by the New Jersey Department of Personnel.

#### **Section 2 – Seniority Lists**

A seniority list shall be made available to the Union twice a year, on January 1<sup>st</sup> and July 1<sup>st</sup>, showing the date of hire, rank and/or last date of rehire of all employees in the bargaining unit. Seniority shall prevail in all matters wherein a preference may be established as provided by the New Jersey Department of Personnel rules and regulations.



### **Section 3 – Probationary Provisions**

Probationary Period - The Authority and Union agree that everything contained in this section refers to permanent appointments only. Further, permanent employees who do not successfully complete their probationary period shall have recourse to the New Jersey Department of Personnel.

Any individual assigned or promoted to a higher promotional position shall be deemed on trial in such position. The individual's status in that position may be subject to periodic evaluations.

If the employee fails to qualify for the new job within the probationary period, as prescribed by the New Jersey Department of Personnel, he/she shall be returned to his/her former classification and shall assume seniority and salary as if the person had been in continuous employment within that former classification. The employee shall have recourse to the grievance procedure solely regarding the notice and procedural aspects of the Authority's actions.

A permanent employee so returned to his/her former classification shall have recourse through the New Jersey Department of Personnel.

No employee shall have recourse to the grievance procedure to challenge the Authority's substantive determination that the employee failed to qualify for the new job within the probationary period.

An employee shall, on the workday immediately following the successful completion of the probationary period, be considered to have seniority as of the date of hire.

A. Notice of all openings shall be posted for a minimum of ten (10) working days. All posting of positions that are vacant, new positions or promotional positions shall be sent to the Union delegate at his/her Authority office. The notice of all vacancies shall clearly state all qualifications, descriptions, requirements, duties and other pertinent information pertaining to the vacancy. It shall also include the salary to be paid in such a position.

B. In posting such notices, complete and full details with respect to all qualifications, job specifications and salary should be included.

C. All employees in the units shall have full and equal opportunity to compete for any such position. In all cases where promotional New Jersey Department of Personnel lists are complete, bargaining unit members will be considered. In the event of an incomplete list, the Authority may select from the open competitive list per the New Jersey Department of Personnel rules and regulations.

D. Seniority shall be one of the factors considered in all promotional appointments pursuant to the New Jersey Department of Personnel rules and regulations.

E. Where no New Jersey Department of Personnel certification exists, the Authority shall post said position before selecting a candidate.

F. All applications submitted by employees shall be acknowledged as received, in writing, by the Office of the Executive Director.

G. In the event the Authority abolishes a title within the bargaining unit, the Union shall be notified at the same time as the affected employee. In abolishing any position in said bargaining unit, the Authority shall abide by the applicable rules and regulations of the New Jersey Department of Personnel.

H. In the event the New Jersey Department of Personnel should reclassify an employee's title, the Union shall be notified in writing by the Authority, within twenty (20) days from the date of notification from the New Jersey Department of Personnel.

I. The Authority will abide by the rules and regulations of the New Jersey Department of Personnel with respect to actions taken involving demotions.

J. In the event that an employee's employment status is terminated due to a layoff, and said individual is subsequently rehired by the Authority in the same position, within a one (1) year period, the employee shall be granted their former level of seniority, including vacation eligibility, longevity, etc. They shall not be hired at a lower salary and step than they had previously attained.

## **ARTICLE XIX**

### **POSITION STATUS/PROMOTION**

#### **Section 1**

In the event that any new position in the field covered by the employee of the unit becomes vacant, whether promotional or otherwise, the following steps shall be taken in affording all employees the opportunity to compete for such position(s).

A. Notice of all openings shall be posted for a minimum of five (5) working days. All posting of positions that are vacant, new positions or promotional positions shall be sent to the Union delegate at his/her Authority office. The notice of all vacancies shall clearly state all qualifications, descriptions, requirements, duties and other pertinent information pertaining to the vacancy. It shall also include the salary to be paid in such a position.

B. In posting such notices, complete and full details with respect to all qualifications, job specifications and salary should be included.

C. All employees in the units shall have full and equal opportunity to compete for any such position. In all cases where promotional New Jersey Department of Personnel lists are complete, bargaining unit members who apply for the position possessing the requisite qualification will be equally considered. In the event of an incomplete promotional list, the Authority may select from the open competitive list per the New Jersey Department of Personnel rules and regulations.

D. Seniority shall be one of the factors considered in all promotional appointments pursuant to New Jersey Department of Personnel rules and regulations.

E. Where no New Jersey Department of Personnel certification exists, the Authority shall post said position before selecting a candidate.

F. All applications submitted by employees shall be acknowledged as received, in writing, by the Office of the Executive Director.

G. In the event the Authority abolishes a title within the bargaining unit, the Union shall be notified at the same time as the affected employee. In abolishing any position in said bargaining unit, the Authority shall abide by the applicable rules and regulations of the New Jersey Department of Personnel.

H. In the event the New Jersey Department of Personnel should reclassify an employee's title, the Union shall be notified in writing by the Authority, within twenty (20) days from the date of notification from the New Jersey Department of Personnel.

I. The Authority will abide by the rules and regulations of the New Jersey Department of Personnel with respect to actions taken involving demotions.

## **Section 2**

All vacancies not covered by the above section shall be awarded on the basis of New Jersey Department of Personnel rules and regulations.

### **Section 3**

A. Any employee who has passed a promotional examination for a position where a provisional employee is presently employed shall be considered for said position in accordance with the guidelines of the New Jersey Department of Personnel.

All such appointments are subject to the New Jersey Department of Personnel's established regulations.

All such appointments must not contravene New Jersey Department of Personnel rules and regulations.

This section shall not apply if an appointment is made in accordance with Paragraph 4.

B. In the case where a permanent employee is promoted, but does not successfully complete the probationary period, the employee shall be returned to his/her previous job classification without loss of seniority.

C. This shall not bar the Authority from taking disciplinary action where necessary. All rights of the parties in such action are reserved to them.

### **Section 4**

A. Any permanent employee serving in a provisional position who passes a promotional examination for the work title in which he/she is employed and is certified on a complete list and is eligible for appointment, pursuant to the New Jersey Department of Personnel "rule of 3", may be appointed to the position.

B. Any permanent employee serving in a provisional position who passes a promotional examination for the work title in which he/she is employed and is certified on an incomplete list and is eligible for appointment pursuant to the New Jersey Department of Personnel rules and regulations, may be appointed to that position.

C. All such appointments are subject to the New Jersey Department of Personnel's established working test period.

D. All such appointments must not contravene New Jersey Department of Personnel's rules and regulations.

E. The Authority shall make placements and/or promotions from said certification list in accordance with the rules and regulations of the New Jersey Department of Personnel.

## **ARTICLE XX**

### **REDUCTION IN FORCE**

The Authority agrees to give provisional employees the required notice in accordance with the rules and regulations of the New Jersey Department of Personnel when a reduction in force is to take place.

In the event of lay-off, permanent employees shall be laid off and re-hired according to the New Jersey Department of Personnel's rules and regulations.

## **ARTICLE XXI**

### **WORKING IN A HIGHER TITLE**

All assignments to work in a higher title shall be in writing issued to the employee and duly approved by the employee's immediate supervisor and the Executive Director. Any employee that has been duly assigned to work in a job classification which is higher than the job classification that they are presently employed, shall be compensated at the rate of pay assigned to the higher position. Qualifications for this pay shall be based on filling the vacancy for two (2) weeks or more.

In the event the employee assigned to work in a higher title as described in paragraph one is approved and works overtime, performing duties of the higher title, he/she shall be paid overtime at the higher position rate.

If the required mandatory prior written approval is not issued to the employee and the employee proceeds to work in the higher title, the employee will not be compensated.

## **ARTICLE XXII**

### **BOARD MEETINGS**

The Union will be provided a copy of a Board Meeting package on the morning of the regularly scheduled Board meeting date. The Union will designate a representative to retrieve the package on its' behalf.



## **ARTICLE XXIII**

### **USE OF PERSONAL AUTOMOBILE**

The travel policy contained in the existing personnel policy shall apply. Employees shall not be required to use their personal automobile for Authority business.

## **ARTICLE XXIV**

### **DISCIPLINE AND NON-DISCRIMINATION**

A. The employee shall have the right, if requested by him, to have a representative of the Union present during any hearing in which disciplinary action is contemplated.

B. The Union shall not intimidate or coerce any employee into membership. Neither the Authority nor the Union shall discriminate against any employee because of race, creed, color, age, religion, national origin, sex, marital status, physical impairment, liability for service in the Armed Forces of the United States or a typical hereditary cellular blood trait. Equal opportunity shall at all times be made available in accordance with the law and the Authority's Equal Employment Opportunity policy. No employee shall be discriminated against or interfered with because of proper Union activities.

## **ARTICLE XXV**

### **RESIGNATION**

A. Any employee who wishes to resign in good standing and receive accrued vacation benefits shall give the Authority at least two (2) weeks prior notice. Failure to give said prior notice will invalidate any claim for accrued benefits upon resignation.

B. Any employee who does not submit his resignation in compliance with the provisions of this Article, or who is absent for a period of five (5) or more days without notifying his Department Head of the reason of his absence or of his intention to return to work, may be considered as having resigned without notice and the resignation will be considered not in good standing.

C. Any employee who fails to return to his duties after the expiration date of an authorized leave without notifying his supervisor shall be considered as having resigned without notice and said resignation will be considered not in good standing.

## **ARTICLE XXVI**

### **NO STRIKE - NO LOCKOUT**

A. The Union and the members of this unit hereby agree that during the period of this Agreement there shall be no strikes, work stoppages, slowdown or other concerted refusal to perform work by the employees covered under this Agreement.

B. This Authority agrees not to institute a lockout of the employees in this unit during the period of this Agreement.

C. The Authority shall have the right to impose discipline, including discharge, in the event that the Union representative takes action involving work stoppage, slowdowns or other concerted refusal to perform work in violation of this Agreement.

## **ARTICLE XXVII**

### **GENERAL PROVISIONS**

A. An employee shall not be disciplined or discharged, except for proper cause. The Union shall be notified of the discipline or discharge of any employee within two (2) working days of discipline or discharge and such notification shall set forth, in writing, the reason(s) for such discipline or discharge.

B. No employee shall make or be requested to make any agreement or to enter into any understanding, which is inconsistent or conflicting with the terms and conditions of this Agreement.

C. The Authority shall provide reasonable bulletin board space for the posting of official Union notices. No notice shall be posted which contains material of a derogatory or of a political nature or which may conflict with the rules and regulations of the Authority.

D. The Authority will continue a bi-weekly pay schedule for the employees covered under this bargaining unit by this Agreement.

## **ARTICLE XXVIII**

### **SEPARABILITY AND SAVINGS**

A. It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement.

B. The parties hereto agree that in the event any provision of this Agreement is held or constituted to be void, being in contravention of any such laws, ruling or regulations, the remainder of this Agreement shall nevertheless remain in full force and effect, unless the parts found to be void are wholly and separable from the remaining portion of this Agreement.

## **ARTICLE XXIX**

### **UNIFORM ALLOWANCE AND SAFETY SHOES**

The Authority shall provide uniforms for all maintenance personnel. Employees supplied with uniforms will be required to wear them. The Authority agrees to provide maintenance employees annually with a sixty-dollar (\$60.00) stipend towards the purchase of safety shoes. Employees shall be required to wear safety shoes during the course of their employment. The Authority agrees to annually provide maintenance employees issued uniforms with a one hundred (100.00) dollar stipend towards the cleaning of their uniforms.

## **ARTICLE XXX**

### **DRUG & ALCOHOL FREE WORK PLACE**

No drugs are allowed in the Housing Authority of Plainfield. As a precondition to employment, applicants for employment shall be subject to a pre-employment physical examination, which shall include a drug test. It is expressly understood that in the event that an individual is hired prior to taking the required pre-employment physical, said employment is expressly conditioned upon the satisfactory results of the physical. If a new hire fails the drug test he/she shall be automatically terminated.

It is unlawful to manufacture, distribute, dispense, possess or use controlled substances at work and on the grounds of the Authority. Also, not only is drug abuse illegal, it is dangerous and harmful to your health. Violating this policy will be cause for suspension and/or termination and any other action that the Authority may legally take against the employee.

As a public housing authority employee, all employees must abide by this statement as a condition of employment.

Employees are required under the HUD's Drug Free Workplace Statement, to notify the Authority of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

If an employee is convicted of any criminal drug statutes, the Authority will take the following action within thirty (30) days: terminate the employee or require the employee to enroll in a drug abuse assistance rehabilitation program approved by the Federal, State or local health law enforcement or other appropriate agency. The employee shall bear all costs associated with any drug treatment.

### **ARTICLE XXXI**

#### **LONGEVITY**

For employees hired prior to January 1, 1994, the Authority shall pay longevity to all employees having completed the following years of service in the following amounts:

10 years of Service -- \$500.00 (Five Hundred Dollars)

15 years of Service -- \$1,000.00 (One Thousand Dollars)

20 years of Service -- \$1,300.00 (One Thousand, Three Hundred Dollars)

25 years of Service -- \$1,600.00 (One Thousand, Six Hundred Dollars)

### **ARTICLE XXXII**

#### **REIMBURSEMENT TO THE AUTHORITY FOR LOST TOOLS**

The employee shall be responsible for reimbursing the Authority for lost tools and equipment. Payment for such reimbursements will not be deducted from the employee's paycheck unless permission is given by that employee to do so. Failure to reimburse the Authority for such losses may result in disciplinary action up to and including discharge.

**ARTICLE XXXIII**

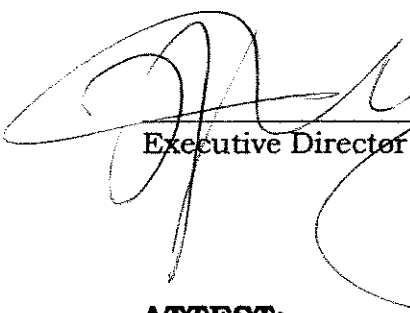
**DURATION OF AGREEMENT**

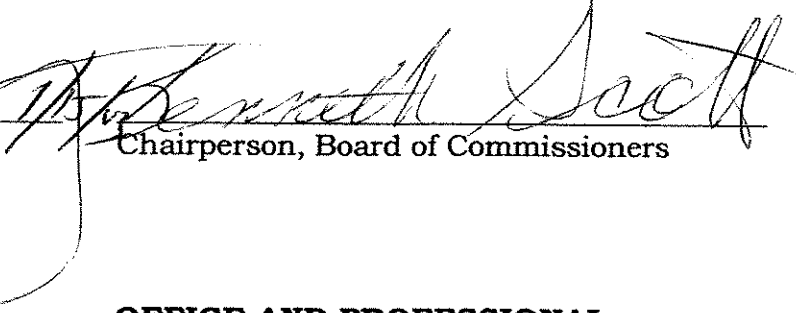
A. This Agreement shall be for a four (4) year period, effective January 1, 2002 through December 31, 2005.

B. **IN WITNESS WHEREOF**, the parties have hereunto set their hand and seal the 9<sup>th</sup> Day of May 2003.

**ATTEST:**

**HOUSING AUTHORITY OF PLAINFIELD**

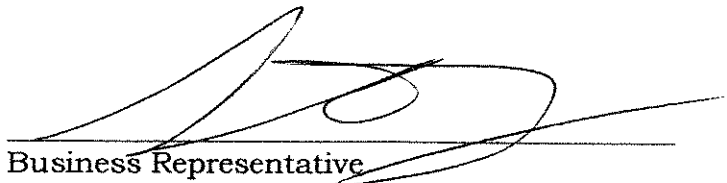
  
Executive Director

  
Chairperson, Board of Commissioners

**ATTEST:**

**OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION**

  
Union Representative

  
Business Representative

**REVIEWED AND APPROVED  
AS TO LEGALITY:**

