

**Contract**  
**AGREEMENT**  
**BETWEEN**  
**HOUSING AUTHORITY OF**  
**GLOUCESTER COUNTY**  
**AND**  
**AFSCME COUNCIL 71**  
**LOCAL 33031**

**JANUARY 1, 2011**

**THROUGH**

**DECEMBER 31, 2015**

**AFSCME**®

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## **ARTICLE 1 - TERM OF AGREEMENT**

The terms and provisions of this Agreement, unless otherwise indicated in the Agreement, shall be effective as of January 1, 2011 and shall remain in effect through December 31, 2015. To commence negotiations for a successor agreement, either party shall notify the other in writing no sooner than one hundred twenty (120) days prior to the expiration date of this Agreement. Within forty-five (45) days after receipt of the aforesaid notice, a meeting shall be held between the parties. Upon expiration, the terms of this Agreement shall remain in full force and effect through negotiations for the successor agreement.

## **ARTICLE 2 - PREAMBLE**

This Agreement, entered into by the Housing Authority of Gloucester County, hereinafter referred to as the "Employer," and Local 3303-I which is affiliated with Council #71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, within the confines of the rules and regulations established by the United States Department of Housing and Urban Development and within the confines of standards of the United States Department of Housing and Urban Development budgetary guidelines.

The Employer and the Union acknowledge that they have a joint obligation to the aged, infirmed, and economically deprived participants in the many programs funded and sponsored by the Housing Authority of Gloucester County. Because of the confines of the government guidelines by the various agencies, the concept of volunteerism has historically been practiced and must be encouraged in the future if some necessary services are to continue.

### **ARTICLE 3 - RECOGNITION**

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in classifications listed herein, and for such additional classifications as the parties may later agree to include.

### **ARTICLE 4 - CHECKOFF**

A. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME, District Council #71. Such deductions shall be made in compliance with N.J.S.A. 52:14-15, et seq., and members shall be eligible to withdraw such authority during July of each year.

B. Checkoff shall commence for each employee who signs a properly dated authorization card supplied by the Union.

C. The aggregate deductions from all employees who sign a properly executed and dated authorization card shall be remitted to the District Council, together with a list of names of all employees for whom the deductions were made, by the tenth (10th) day of the succeeding month after such deductions were made.

D. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice thirty (30) days prior to the effective date of such change, which effective date shall be the 1st day of the month following the full thirty (30) day notice.

E. The Union shall provide the necessary "Check-Off Authorization" cards, and the Union shall secure the signatures of its members on the cards and deliver the signed forms to the Employer.

## **ARTICLE 5 - FAIR SHARE FEE**

If any employee represented by the Union does not pay dues in accordance with Section A of Article 4, the Employer shall instead deduct a representation fee as specified by the Union, pursuant to N.J.S.A. 34:13A-5.5 et. seq., to be remitted to the Union in the same manner as dues. In the case of new employees, deduction of the representation fee shall not take effect until thirty (30) days after the date of hire.

## **ARTICLE 6 - UNION BUSINESS**

A. No Union representative shall suffer a loss in pay while attending any jointly agreed upon Union-Employer meeting, or for reasonable travel time to and from such meetings. It is understood that such joint meetings and travel time are considered work time. This section is not intended to include time other than the regularly scheduled base work day.

B. Bulletin boards will be provided by the Employer in each Employer building with permanent work locations for the sole use by the Union to post announcements and other information of a non-controversial, non-political nature.

C. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, local Union officers shall be allowed to:

- 1) post Union notices;
- 2) distribute Union literature;
- 3) transmit communications authorized by the Local and Union or its officers to the Employer or its representatives, both written or oral;
- 4) solicit Union membership during other employees' non-working time;
- 5) investigate grievances;

D. Title of officers of this Local Union shall be:

- 1) Chapter Chairperson

## 2) Assistant Chapter Chairperson

E. The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, both district or international, shall have the right to visit the premises during working hours, so long as such visits shall not interfere with employee duties. The number agreed to at any one (1) visit shall be not more than three (3) union employees.

F. Employer shall make reasonable space available in one of its buildings in the Deptford/Woodbury area for the union to place file cabinets. The file cabinets shall be provided by the Union. The parties recognize that the lockable file cabinets will be used by the Union to store documents related to Union business in locked cabinets.

### **ARTICLE 7 - NON-DISCRIMINATION**

A. No employee shall be discriminated against on the basis of race, creed, color, national origin, sex, marital status, age, religion, handicap, or union activity.

B. The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

C. No rules of work and conduct for employees established by the Employer shall be enforced in fewer than five (5) working days from the date said rule(s) were served upon the Union representative.

## **ARTICLE 8 - UNION OPERATIONS**

The Union agrees to provide the names of all Union officials and local representatives and their term of office to the Employer on an annual basis within thirty (30) days from the date of reorganization of the Union. The Union further agrees to provide to the Employer the names of any local representatives immediately upon their installation.

## **ARTICLE 9 - CREDIT UNION, CHECKOFF**

A. The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate credit union as authorized by N.J.S.A. 40A:9-17, et seq.

B. The Employer agrees to deduct from the wages of any employee who is a Union member, a PEOPLE deduction, upon presentation to the Employer of a signed authorization from the employee for such deduction. This deduction is voluntary and may be revoked by the employee at any time upon written notice to the Employer and Union. The Employer is not required to match any such deduction. The Employer agrees to remit any deduction pursuant to this Article promptly to the Union with an itemized statement showing the names of each employee and the deduction from his or her paycheck, during the period covered by the remittance.

## **ARTICLE 10 - JOB POSTING**

A. Any vacancies of a permanent nature to be filled, or any newly created classified positions within the Housing Authority of Gloucester County, will be posted prominently for two (2) working days prior to its publication outside of the Housing Authority of Gloucester County. The posting shall include the classification, salary, description of the job, any required qualifications, and the procedure to be followed by the employees interested in applying. Nothing herein restricts the Employer's right to make interim, temporary, or provisional assignments.

B. A copy of each notice posted will be forwarded to the appropriate local Union officer.

## **ARTICLE 11 - LABOR MANAGEMENT LIAISON**

Each party to this Agreement shall designate a representative to meet as necessary in order to promote harmonious labor relations by discussing and resolving problems of mutual concern. The representatives shall meet by the request of either party, if circumstances warrant such a meeting. Such meetings shall be held as mutually agreed by both parties.

## **ARTICLE 12 - HEALTH AND SAFETY**

The Employer will observe all legal requirements with respect to health and safety, and will furnish protective devices where necessary for safe job performance. When an employee is assigned to conduct an inspection and believes that the circumstances warrant the assignment of an additional employee(s), the employee will have the right to request that another employee(s) is provided to accommodate him. The Executive Director, or his designee, within his discretion, shall make the decision as to the number of employees.

## **ARTICLE 13 - ACCESS TO PERSONNEL RECORDS**

Upon reasonable prior request, any employee's personnel records maintained by the Human Resource Administrator shall be open to the inspection of the employee. Employees shall be allowed to make up to five (5) copies per calendar quarter without charge, with additional copies at a rate of five cents per page.

An employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with an indication of the effective date of such new title or promotion.

An employee will be provided with a copy of any disciplinary document which is placed in the employee's official personnel records.

Employer will furnish to the Union on a monthly basis a listing of all new hires, terminations, title changes, and reassignments from one department to another within the bargaining unit.



**ARTICLE 14 - WAGES**

All current employees as of the date of the execution of this Agreement shall receive a bonus of two percent (2%) of the employees pay rate for the year 2011, a bonus of two percent (2%) of the employees pay rate for the year 2012, and a bonus of two percent (2%) of the employees pay rate for the year 2013 (each bonus for the years 2011 to 2013 shall be collectively referred to herein as the "Bonus"). The Bonus shall be paid by Employer during the first pay period after the execution of this Agreement. The Bonus shall be prorated for all employees hired during the years 2011 to 2013.

All employees shall have their rates of pay increased by the sum of two percent (2.0%) each for the years 2014 and 2015.

No individual, with the exception of a Maintenance Repairer Trainee, shall be kept in a training title for more than one year, subject to the successful completion of an occupational examination. Such occupational examination shall be given no later than one (1) year from the date of hire. However, any employee in a training title may, after having worked in the training title for a period of six (6) months, request that he or she be given the opportunity to take the occupational examination. Said employee shall be entitled to take the occupational examination, provided that he or she first receives a positive evaluation from his or her supervisor.

The training period for the Maintenance Repairer Trainee position shall be three (3) years. However, a Maintenance Repairer Trainee may, upon request, take the occupational examination after one (1) year of training, provided that he or she first receives a positive evaluation from his or her supervisor.

If an employee is assigned to perform duties of a higher classification, the employee will receive a bump to the rate of the higher classification. An employee who has dual titles will receive the rate for the higher classification.

All employees will work a forty (40) hour week, except the Executive Director will have the authority and discretion to reduce hours upon employee's request.

Reflected below are the entry level salaries for each position for 2013. Employer agrees to increase entry level rates by each year's percentage of the wage increase.

**ENTRY LEVEL WAGES AND LENGTH OF NORMAL WORK WEEK FOR 2013**

	<u>Salary</u>	<u>Hours</u>
Acct. Clerk/Receivable	\$12.99	40
Accts. Payable	\$12.99	40
Building Maintenance Worker	\$10.81	40
Clerk	\$10.40	40
Clerk, Affordable Housing Op	\$11.18	40
Clerk-Typist	\$11.40	40
Congregate Aide	\$10.34	40
Cook	\$11.74	40
Senior Cook	\$14.30	40
Data Entry Machine Operator	\$13.05	40
Homeownership Coordinator	\$9.28	40
Housing Inspector	\$12.73	40
Senior Housing Inspector	\$16.55	40
Maintenance Repairer	\$14.26	40
Senior Maintenance Repairer	\$20.27	40
Maintenance Repairer Trainee	\$12.67	40
Painter	\$12.72	40
Payments & Inspections Coordinator	\$11.50	40
Purchasing Tech.	\$12.99	40
Receptionist/Typist	\$10.68	40
Security Guard	\$ 9.79	8 - 40
Ten/Int/Inv Aide	\$11.50	40
Ten/Int/Inv Trainee	\$12.33	40
Ten/Int/Inv B Level 1	\$12.99	40

Ten/Int/Inv B Level 2	\$14.63	40
Ten/Int/Inv B Level 3	\$16.27	40
Ten/Inv/Int for Special Population	\$14.63	40
Leasing Specialist	\$11.76	40
Rent Integrity Specialist	\$12.99	40
Lead Building Maintenance Worker	\$11.88	40

**ARTICLE 15 - OVERTIME PAY**

A. The Executive Director may authorize overtime when he deems it necessary, but shall endeavor at all times to avoid requiring overtime work. The Executive Director may offer compensatory time (Comp time) in lieu of overtime, hour for hour up to forty (40) hours and time and a half after forty (40) hours, with the employee's consent. During emergency closings, employees that must work shall receive an equal amount of hours off (comp time) with pay at a later date as those employees who do not have to work. An Employee may request use of compensatory time in accordance with the standards set forth in the Federal Fair Labor Standards Act (FLSA). Presently, the FLSA provides an employee shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency.

B. Required overtime work shall be compensated at regular time up to the end of the eighth (8<sup>th</sup>) hour in a given day, then time worked shall be paid at the rate of one and one-half (1 ½) times the normal rate of pay for all hours paid for said day. All time in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Paid, unworked time shall be deemed to be time worked for overtime compensation purposes.

C. Congregate services personnel shall be compensated by granting overtime for work exceeding eight (8) hours in any one twenty-four (24) hour period, or in excess of forty (40) hours

per week, at the rate of one and one-half (1 ½) times the employee's regular rate of pay. If a congregate employee is required to work on his or her scheduled day off, he or she shall receive overtime pay for that day.

D. Overtime shall be paid with regular earned pay for the same pay period.

E. Holiday Premium Pay. Premium pay shall be compensation for hours worked on an established holiday. An established holiday is any time between 12:01 a.m. and 11:59 p.m. (a 24-hour period) or any of the official days and official dates as set forth in Article 17 (Holiday Leave) of this Agreement. Premium pay shall be at double time and one-half times the employee's regular hourly rate of pay for all hours worked. This paragraph shall not be interpreted in such a way as to require that any employee be paid triple time and one-half for holiday premium pay.

F. The computation of premium holiday pay shall not be contingent upon the employee working forty (40) hours in one week as required by the one and one-half time provision of federal regulations.

G. Employees in congregate services who are scheduled to work on a day that is a holiday and their regular day off shall be paid at the rate of two and one-half (2 ½) times their regular pay.

H. Overtime shall be distributed as equally as possible among the employees within the same classification and area of program responsibility.

#### **ARTICLE 16 - LONGEVITY**

A. Longevity payments will be paid each year to the employees hired before August 31, 2005 in accordance with the schedule outlined below, calculated in accordance with the employee's adjusted anniversary date. Any employee hired after August 31, 2005 will not receive longevity. Payment shall be made on the first regular pay date after the employee's adjusted anniversary date. Payment shall be made in a separate check issued to eligible employees.

Completion of:

5 years, 1 day of employment	2% of annual salary
10 years, 1 day of employment	3% of annual salary
15 years, 1 day of employment	4% of annual salary
20 years, 1 day of employment	5% of annual salary

B. For time actually worked, any employee retiring during the course of the year who shall otherwise be entitled to longevity pay shall be paid on a prorated basis, said payment to be calculated in accordance with the employee's adjusted anniversary date. Employees who do not work the entire year for any reason other than dismissal for just cause shall likewise be entitled to longevity pay on a prorated basis, said payment to be calculated in accordance with the employee's adjusted anniversary date.

C. Service time for purposes of determining eligibility for longevity payments shall be calculated in the same manner as service time for seniority purposes. In the context of longevity eligibility, the "adjusted anniversary date" shall be the same as the employee's seniority date. In calculating the seniority date and the adjusted anniversary date, no service time is awarded for the length of any unpaid leave or period of suspension.

**ARTICLE 17 - HOLIDAYS AND PERSONAL DAYS**

A. The following 14 days are recognized as paid holidays:

- New Year's Day
- Martin Luther King Day (observed)
- Washington's Birthday (observed)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- November Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas

B. A holiday shall be celebrated on the day nationally designated as the day observed. Holidays which fall within an employee's vacation period shall be charged to holiday pay and credit given to unused vacation time.

C. Employees shall receive any holiday which is declared by the President of the United States or the Governor of the State of New Jersey.

D. No employee shall be authorized a personal day during the first ninety (90) days of employment. Beginning on January 1<sup>st</sup> following a full-time employee's date of hire, employees covered by this Agreement shall receive three (3) personal days per year non-cumulative, as follows:

(1) An employee whose permanent date of hire occurs between January and March of the calendar year shall be entitled to three (3) personal days to be used during the balance of that calendar year.

(2) An employee whose permanent date of hire occurs between April and June of the calendar year shall be entitled to two (2) personal days to be used during the balance of that calendar year.

(3) An employee whose permanent date of hire occurs between July and September of a calendar year shall be entitled to one (1) personal day to be used during the balance of that calendar year.

(4) An employee whose permanent date of hire occurs between October and December shall not be entitled to any personal days for the balance of the calendar year.

(5) In the event that a permanent employee leaves employment by termination or otherwise prior to the end of the employee's first calendar year of employment, and the employee has used more personal days than the employee would have been entitled to use based on such days accruing at the rate of 1/3 of one personal day per calendar

month of employment, then the wages paid for the personal days so used shall be deducted from the employee's last paycheck.

Following the first calendar year of employment, employees covered by this Agreement shall receive three (3) personal days per year, non-cumulative.

A personal day shall be requested, in writing, no later than two (2) working days preceding the personal day requested. Approval of this request may be denied by management, should adequate staff be unavailable to cover the shift/work, but shall not be unreasonably withheld. In the event of an emergency, an employee may call in to request a personal day, and the two-day notice provision may be waived in the discretion of the department head.

With each paycheck, employer shall provide to employee accurate totals in hours showing that employee's personal, vacation and sick time available.

Note: Employer may not be able to have the time reflected on the pay stub itself. If employer is not able to do so, then the leave availability information will be provided on a separate statement included with the paycheck.

Under the terms of this provision, no more than thirty percent (30%) of workers by job classification/description and department may be absent at any one time without Employer's written approval. For purposes of this provision, the departments shall be deemed to include the following:

- 1) Administrative Offices
- 2) Section 8
- 3) Intake Department
- 4) Security Guards
- 5) Congregate Services
- 6) Building Maintenance Workers
- 7) Maintenance & Painting Staff
- 8) Affordable Housing Operations Workers
- 9) Finance Department

E. If a holiday falls on an employee's regular day off, said employee shall be entitled to regular pay for the number of hours normally worked.

#### **ARTICLE 18 - ANNUAL VACATION LEAVE**

A. Full-time employees of the Employer shall be entitled to the following annual vacation with pay:

1) Up to one year of service: one working day vacation for each two months of service. However, vacation time accrued during the first ninety (90) day period shall not be used or credited unless the employee completes ninety (90) days of employment.

2) Beginning the second adjusted anniversary year through fifth adjusted anniversary year of service: ten (10) working days vacation, accrued at a rate of one (1) working day vacation per 36.5 days of service.

3) After five (5) years of service and through the end of seven (7) years of service: fifteen (15) working days vacation, accrued at a rate of one (1) working day vacation per 24.33 days of service.

4) After seven (7) years of service: twenty (20) working days vacation, accrued at a rate of one (1) working day vacation per 18.25 days of service.

5) After twenty (20) years of service: twenty-five (25) working days vacation, accrued at the rate of one (1) working day vacation per 14.75 days of service.

Service for purposes of this Agreement shall be defined as continuous paid employment, including regular days off and paid leave.

B. Part-time employees shall receive vacation leave on a prorated basis, in accordance with the schedule above, based on actual hours worked.

C. All employees shall file a written request for annual vacation leave. The request shall be on a form provided by the Employer and shall be delivered to the Executive Director or his designee at least fifteen (15) days prior to the proposed start of said leave when said leave is for five (5) working days or more, and at least five (5) working days prior



to the proposed start of said leave when said leave is for fewer than five (5) working days, except in the case of an emergency, when less notice may be permitted in the discretion of the department head. If permission is not granted by the Executive Director or his designee, absence shall be dealt with per the disciplinary policy. Vacation requests submitted on the same day by employees within the same job classification/description or department (as defined in Article 17, D) shall be granted in order of seniority. Vacation requests which are not submitted on the same day by such employees shall be granted in order of the date of the submission of the vacation request by the employee.

D. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall be granted and shall accrue during the next succeeding year only or shall be lost.

E. Upon termination of employment, an employee shall be paid for all accumulated vacation at the hourly rate of pay in effect at the time the leave was fully earned.

F. Under the terms of this provision, no more than thirty percent (30%) of workers by job classification/description and department as outlined below shall be absent at any one time without the approval of management in writing.

- 1) Administrative Offices
- 2) Section 8
- 3) Intake Department
- 4) Security Guards
- 5) Congregate Services
- 6) Building Maintenance Workers
- 7) Maintenance & Painting Staff
- 8) Affordable Housing Operations Workers
- 9) Finance Department

G. With each paycheck, employer shall provide to employee accurate totals in hours showing that employee's available personal, vacation and sick time.

Note: Employer may not be able to have the time reflected on the pay stub itself. If employer is not able to do so, then the leave availability information will be provided on a separate statement included with the paycheck.

#### **ARTICLE 19 - MISCELLANEOUS PAID LEAVE**

##### **JURY, COURT and MILITARY LEAVE.**

A. Employees shall be granted paid leave for actual time served when summoned for jury duty or when subpoenaed as a witness in a trial or other legal hearing. The Employer shall not interfere with an employee's statutory obligation to perform jury duty.

B. Paid leave shall also be granted for temporary duty, not to exceed fifteen (15) days, in the National Guard or Reserves, as provided by New Jersey State rules and/or regulations.

C. The Employer agrees to allow a total of nine (9) days off with pay a year, to not more than two (2) Union representatives, to attend its semi-monthly union meetings, from September to June each year, its annual State convention and its semi-annual National Convention. Unused days will not be carried over to the next year.

#### **ARTICLE 20 - SICK LEAVE**

A. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents him or her from doing the usual duties of his or her position, exposure to a contagious disease, or a short period of emergency attendance upon a member of his or her immediate family who is ill and requires the presence of the employee.

B. Immediate family shall include spouse, domestic partner as the term is defined by New Jersey Statute, children and relatives.

C. If an employee is absent for three (3) consecutive working days for any reason as set forth in Section A above, said employee shall present proof of illness from employee's doctor stating that he or she is able to resume normal duties without restriction.

D. When an illness of a chronic or recurring nature is causing occasional absences, one proof of illness shall be required per thirty (30) day period. The proof of illness must specify the nature of the illness and that it is likely to cause absences from employment during a thirty (30) day period.

E. Failure to provide medical evidence will result in denial of sick leave benefits, and the time involved during which the employee was absent shall be charged against vacation time. The Employer reserves the right to have the employee examined by a physician of Employer's choice when there exists an apparent pattern of leave abuse to ascertain whether or not such employee is in fact ill and unable to perform his or her duties. Should the employee refuse to submit to an examination, or after the examination it is determined that such employee could have performed his or her regular duties, then the Employer shall charge the absence against the employee's accrued vacation leave. If there is no vacation leave accrued, the employee will not be compensated for this period, and the employee shall be considered absent without leave and subject to applicable disciplinary action.

F. Any violation of Sections C, D, or E may result in the disallowance of sick leave and possible further disciplinary action.

G. All employees shall be entitled to the following sick leave: up to the end of the first year of service, one (1) working day per thirty-six (36) calendar days as accrued; each year thereafter one and one-quarter (1 ¼) sick days per 30.41 calendar days as accrued.

H. Part-time employees shall receive sick leave on a prorated basis in accordance with the schedule above, based on actual hours worked.

I. No employee shall be entitled to any sick time unless he or she has been employed by the Employer for ninety (90) consecutive days. At the end of ninety (90) consecutive days of employment, said employee shall be entitled to sick leave, retroactive to the date of commencement of his or her employment accrued as described in Sections G and H above.

J. An employee who does not expect to report to work on any working day must notify, or cause to be notified, one (1) hour before starting time, the appropriate designated supervisor or his or her alternate. An employee who expects to report to work late must notify, or cause to be notified, the appropriate designated supervisor or his or her alternate as soon as reasonably possible. Failure to call shall be considered unauthorized absence without leave.

K. If an employee has exhausted all sick leave, then at the employee's option, said employee shall use vacation time. However, sick leave shall not be construed as vacation, and its use for this purpose will subject the employee to disciplinary action.

L. At the end of each calendar year, each employee shall have the option to accrue all unused sick leave or to sell back to the Employer one-half of such unused sick leave, not to exceed six (6) days per annum. Employer will buy back sick time in full-day increments only. At no time will sick time fall below one (1) full day. Payment of any unused sick time sold back to the Employer shall be paid to the employee on the first pay period after November 7<sup>th</sup> at the hourly rate of pay in effect at the time the sick leave was fully earned.

In no event shall the Employer be obligated to pay more than fifty percent (50%) of accumulated sick leave at the time of retirement or termination.

M. Employees may donate sick leave to fellow employees who have exhausted all accrued sick leave and who need more leave time for either of these reasons:

- a. The employee is suffering from a catastrophic health condition or injury;

b. More leave time is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury.

The details of the sick leave donation program shall be as follows:

(1) A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the employee has been unable to work for at least two (2) months or is expected to be out of work for at least two (2) months based on medical prognosis;

(2) An employee will be eligible to receive up to ninety (90) days of donated sick leave, provided he or she has exhausted all accrued sick and vacation leave;

(3) An employee may donate up to five (5) sick days to another employee provided he or she retains a balance of at least ten (10) sick days. An employee may donate up to ten (10) days provided he or she retains a balance of twenty (20) days, or up to fifteen (15) days with a balance of thirty (30) days;

(4) Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor employees on a pro-rated basis;

(5) No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

**N.** With each paycheck, employer shall provide to employee accurate totals in hours showing that employee's personal, vacation and sick time available.

Note: Employer may not be able to have the time reflected on the pay stub itself. If employer is not able to do so, then the leave availability information will be provided on a separate statement included with the paycheck.

**O.** If an employee is scheduled for treatment under a workers' compensation claim during working hours, the employee shall be granted paid time to accomplish such treatment and the time

should not be charged to sick leave. This section shall only apply to follow up visits after return to work and with a doctor's note.

#### **ARTICLE 21 - LIFE INSURANCE AND MEDICAL PLAN**

A. The Employer shall continue to provide medical and life insurance as was in effect on December 31, 1986. The Employer shall enroll domestic partners and minor children of a domestic partner as the term is defined by New Jersey Statute in the medical and life insurance plans of the Employer.

B. The Employer reserves the right to change insurance carriers or plans. However, the coverage provided shall be substantially equivalent to the plans in existence on December 31, 1986.

C. The Employer shall contribute toward the dental and prescription plan provided by SOUTH JERSEY PUBLIC EMPLOYEES HEALTH AND WELFARE FUND, on a per-pay period basis, the sum of \$675.00 for each of the years 2014 and 2015 for each employee covered by this Agreement. Any additional costs for said plan shall be borne by the employee by payroll deduction on a per-pay period basis.

D. The Employer will provide a pre-tax spending (cafeteria) plan to the employee.

#### **ARTICLE 22 - CALL IN TIME**

If an employee is recalled to duty, he or she shall receive a minimum guarantee of two (2) hours compensation at the overtime rate regardless of the number of hours actually worked.

#### **ARTICLE 23 - BEREAVEMENT LEAVE**

A. Employees shall be entitled to three (3) days leave (with pay) per incident for a death in the immediate family, as defined in Subparagraph 1.

**B.** Employees shall be entitled to two (2) days leave (with pay) per incident for a death in the family, as defined in Subparagraph 2.

**C.** Employees shall be entitled to the use, without penalty, two (2) sick days per incident for a death of a relative other than those enumerated in Subparagraphs 1 and 2.

- |    |    |                               |    |    |               |
|----|----|-------------------------------|----|----|---------------|
| 1) | a. | Mother                        | 2) | a. | Sister        |
|    | b. | Father                        |    | b. | Brother       |
|    | c. | Spouse                        |    | c. | Mother-in-Law |
|    | d. | Child                         |    | d. | Father-in-Law |
|    | e. | Foster child                  |    | e. | Grandmother   |
|    | f. | Stepchild                     |    | f. | Grandfather   |
|    | g. | Stepmother                    |    | g. | Grandchild    |
|    | h. | Stepfather                    |    |    |               |
|    | i. | Domestic partner*             |    |    |               |
|    | j. | Children of domestic partner* |    |    |               |

\* as the term is defined by New Jersey Statute.

**D.** At the request of the employee and at the discretion of the Executive Director, employee may, in connection with the death of a Subparagraph C(1) individual, request an additional two (2) days bereavement leave, to be charged against sick leave.

**E.** At the request of the employee and at the discretion of the Executive Director, employee may, in connection with the death of a Subparagraph C(2) individual, request an additional three (3) days bereavement leave, to be charged against sick leave.

**F.** Sick time authorized by the Executive Director and utilized for bereavement purposes shall not be the subject of any disciplinary action.

**G.** Where the specific circumstances warrant, an employee may substitute Bereavement Leave for Vacation Leave.

## **ARTICLE 24 - WORK SCHEDULES**

**A. OFFICE PERSONNEL:** The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, up to forty (40) hours per week. The hours of work per day shall be:

- 1) 8:00 a.m. - 5:00 p.m.
- 2) 8:30 a.m. - 5:00 p.m.
- 3) 8:00 a.m. - 4:30 p.m.
- 4) 8:30 a.m. - 5:30 p.m.

The assignment of employees to 1, 2, 3 or 4 shall be at the discretion of the Executive Director or his designee.

**B. MAINTENANCE PERSONNEL:** The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, forty (40) hours per week. The hours of work per day shall be 8:00 a.m. - 5:00 p.m.

**C. CONGREGATE SERVICES PERSONNEL:**

(1) The regular work week shall cover a seven (7) day operation. Full-time employees shall work up to forty (40) hours per week. The work week shall consist of the following shift: Sunday through Saturday, 8:00 a.m. - 5:00 p.m.

(2) Congregate Services personnel shall receive an additional \$1.00 per hour in compensation for hours worked on Saturday and/or Sunday.

(3) An employee's schedule shall provide two (2) twenty-four (24) hour periods of unscheduled work during the seven day cycle.

(4) No regular shift shall exceed eight (8) hours per shift in a twenty-four (24) hour period.

(5) When an employee is called in to work on a weekend during which the employee was not scheduled to work, the employee shall receive pay at the rate of one and one-half times the employee's regular rate of pay. Because of the unique and special nature of this work, any of the



duties performed by the Congregate Services Personnel may be carried out or supplemented by volunteers. However, such volunteers shall not be utilized for the purpose of denying employees overtime work, or for the sole reason of laying off any employees.

**D. SECURITY PERSONNEL:**

(1) The regular work week shall cover a seven (7) day operation. Full-time employees shall work forty (40) hours per week on shifts to be established by the Executive Director. The standard shifts shall be as follows: (a) 8:00 a.m. to 4:00 p.m., (b) 4:00 p.m. to 12:00 a.m., (c) 12:00 a.m. to 8:00 a.m.

(2) An employee's schedule shall provide two (2) twenty-four (24) hour periods of unscheduled work during the seven day cycle.

(3) No regular shift shall exceed eight (8) hours per shift in a twenty-four (24) hour period.

(4) Security personnel who work the 4: 00 p.m. to 12:00 a.m. shift shall receive a shift differential of \$.60 per hour. Security personnel who work the 12:00 a.m. to 8:00 a.m. shift shall receive a shift differential of \$.75 per hour.

(5) The parties recognize the need for flexibility in the scheduling of security personnel to their assigned duties.

**ARTICLE 25 - ABSENCE WITHOUT AUTHORIZATION**

**A.** If an employee will be absent from work, he or she shall call and leave a message on a telephone number designated by Employer and provided to the Employee, as soon as practical before the time he or she is required to report to work, indicating his or her absence from work on a specific day. If the telephone number called will not allow the employee to leave a message, he or she shall call and leave a message with his or her immediate supervisor or HR director.

B. If an employee fails to report for work without proper authorization or fails to follow the proper call out procedure, said employee shall not be paid for the period of absence.

C. Absence without proper authorization may be considered sufficient cause for suspension or dismissal.

D. Lateness procedure:

1) Employee will be docked for all lost time in five (5) minute time increments.

2) If an employee reaches three (3) latenesses in one (1) calendar month, he or she will receive 1/2 day suspension without pay.

3) If an employee reaches four (4) latenesses in one (1) calendar month, he or she will receive a one (1) day suspension without pay.

4) If an employee reaches five (5) latenesses in one (1) calendar month, he or she will receive a two (2) day suspension without pay.

5) If an employee reaches six (6) latenesses in one (1) calendar month, he or she will receive a five (5) day suspension without pay.

6) If an employee reaches six (6) latenesses in three (3) months, he or she shall receive a one (1) day suspension without pay.

7) If an employee reaches twelve (12) latenesses in a six (6) calendar month period, he or she will be suspended without pay, pending a hearing for termination.

8) There will be a five-minute grace period reflected on punch in time before an employee is considered late. When five (5) minutes of lost time has been accumulated, employee will be docked accordingly.

9) Should an employee fail to remain in the workplace after arriving late, that failure will be considered insubordination and will be treated under the Disciplinary provisions.

10) Nothing in this Article will prevent the Employer from filing the appropriate charge for termination for excessive latenesses, notwithstanding the automatic provisions contained herein.

11) The Employer reserves the right not to enforce these lateness provisions due to inclement weather.

## **ARTICLE 26 - MAINTENANCE REPAIRER EMERGENCY DUTY**

Any maintenance repairer employee required to carry a beeper for the purpose of responding to emergency duty shall receive an additional Six Hundred Dollars (\$600.00) per year for being "on call."

## **ARTICLE 27 - CLOTHING MAINTENANCE ALLOWANCE**

**A.** Maintenance repair personnel covered under this Agreement shall be provided with five (5) sets of maintenance clothing. Maintenance clothing shall consist of five (5) trousers, five (5) long sleeve shirts and five (5) short sleeve shirts, and one (1) winter jacket, all to be machine washable, all made in the U.S.A., and all to be maintained by the employee, at his or her expense. Articles of clothing shall be replaced as needed. Employer will provide work shoes, the cost not to exceed \$150.00 a pair, and use its best efforts to purchase work shoes made in the U.S.A. Belt, socks and cap are to be provided by employee. Employee shall wear Employer issued clothing at work and in transit to and from work only. Maintenance repair personnel covered under this Agreement shall also be provided a Two Hundred Dollar (\$200.00) per year small tool allowance.

**B.** Congregate personnel shall be provided up to One Hundred Dollars (\$100.00) per calendar year in lieu of Employer providing uniforms. Employee shall wear uniforms at work and in transit to and from work only.

**C.** Security personnel shall be provided with five (5) light blue shirts and five (5) trousers, dark blue with 12" light blue stripe on outside seam, all to be machine washable, all made in the U.S.A., and all to be maintained by the employee at his or her expense. Said shirts shall be issued after the security person has been in the employ of the Employer for ninety (90) day period. Employee shall wear Employer issued clothing at work and in transit to and from work only.

D. Housing inspectors shall receive five (5) short sleeve shirts, five (5) black pants, and one (1) jacket, all to be machine washable, all made in the U.S.A., and all to be maintained by the employee, at his or her expense. Articles of clothing shall be replaced as needed. Employee shall wear Employer issued clothing at work and in transit to and from work only.

E. All clothing remains the property of Employer, and in the event of separation or termination of employment, Employer reserves the right to request the return of said clothing.

F. All articles of clothing provided by Employer shall bear the Union label.

G. The clothing allowances described in this paragraph shall be provided only to non-probationary, full-time employees.

H. The allotted clothing shall be issued every eighteen (18) months and shall be replaced as needed. The Employer will provide coveralls to union employees that require same.

I. Union members shall wear uniforms and shoes (if applicable) supplied by Employer, during working hours or the Employer may take disciplinary action.

## **ARTICLE 28 - DISCIPLINE**

All employees are obligated to comply conscientiously with all rules and regulations promulgated by Employer, provided only that such rules and regulations do not conflict with the expressed provisions of the Agreement.

A. Discipline for violations of the rules and regulations and the terms of this Agreement shall generally be intended as corrective and shall be progressive in nature. However, the parties recognize that certain misconduct is so serious that major disciplinary action is warranted without first pursuing progressive discipline.

B. Employees may be disciplined for such things as incompetence, inefficiency, failure to perform assigned duties, insubordination, inability to perform assigned duties, chronic or excessive absenteeism or lateness, conviction of a crime, conduct unbecoming a public

employee, neglect of duty, misuse of public property, discrimination in regard to equal employment opportunity, including sexual harassment, and other serious misconduct.

C. Where progressive discipline is appropriate, the course of discipline shall generally be as follows:

1) Stage 1: informal, private discussion with the immediate supervisor.

At the option of the supervisor, the supervisor may prepare a written report of the discussion. The report, if prepared, shall describe the issue discussed and the plan to resolve the problem.

2) Stage 2: further, more formal discussions, with the supervisor and/or department head, documented by a written memorandum by the supervisor or department head.

The written memorandum shall describe the issues discussed and the specific plan of resolution of the problem.

3) Stage 3: letter of reprimand from the Human Resources Administrator.

4) Stage 4: suspension, with or without pay, in the discretion of Executive Director, for fewer than five (5) days.

5) Stage 5: suspension, with or without pay, or termination in the discretion of the Executive Director.

D. Immediate suspension (with or without pay) or termination may be imposed in the discretion of the Executive Director for the following reasons (whether or not the suspension or termination is preceded by progressive discipline):

- 1) insubordination
- 2) inability to perform assigned duties
- 3) conviction of a crime
- 4) conduct unbecoming a public employee
- 5) neglect of duty
- 6) unauthorized absence

- 7) failure to protect the confidentiality of a tenant and/or HAGC records
- 8) dishonesty
- 9) violence or the threat of violence
- 10) possession of, distribution of, or being under the influence of, alcohol, drugs, and/or any controlled dangerous substance while on the job
- 11) failure to report conviction of any offense other than minor offenses not involving the suspension of driving privileges
- 12) loss of a permit or license which employee reasonably requires to perform assigned duties
- 13) other serious misconduct

E. An employee who is suspended or terminated may request a hearing on the appropriateness of the action before the Executive Director or his designee. Such hearing must be requested within ten (10) working days of the suspension or termination. The Executive Director or his designee shall conduct the hearing within ten (10) days of the request and render a decision within ten (10) days of the completion of the hearing.

F. No recording or stenographic transcript of the hearing shall be made unless both employee and Employer are made aware of the intention to record or transcribe the proceeding and the recording or transcript is made available to the opposing party.

G. To insure that the individual rights of employees are protected, the following are guaranteed in each stage of progressive discipline, commencing with Stage 2:

- 1) An employee shall be entitled to Union representation in each stage of the progressive discipline procedures set forth in this Agreement commencing with Stage 2.
- 2) No employee who is a potential witness in a disciplinary matter shall be required by the Employer and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation or waives said representation in writing.

3) An employee shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his or her hours, wages or working conditions as a result of the exercise of his or her rights under this Agreement.

4) After twenty-four (24) months of being placed in an employee's file and with no recurrence of any discipline, reference to such discipline shall be removed from the employee's file.

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

### **SECTION 1:**

A grievance is herein defined as an appeal of the interpretation, application or violation of policies, agreements, administrative decisions, and disciplinary actions. However, in the case of disciplinary actions, no grievance shall be filed until after Stage 3 discipline, as described in Article 28 of this Agreement, and, in that event, the grievance process shall commence at Step 2 of Section 3 of Article 29 of this Agreement.

### **SECTION 2:**

A. An employee may appeal to the Public Employment Relations Commission (or other administrative forum, e.g., Civil Rights Commission, E.E.O.C., etc.) where applicable as provided by law. However, in such case, recourse or continuance of a grievance shall be null, and the Union shall not be entitled to pursue a grievance when an employee exercises his or her right to appear before the Civil Rights Commission or other such forum as cited above. Nothing in this Agreement shall be construed as compelling the Union to represent an employee before PERC or the Department of Labor.

B. The Union's request to terminate the grievance at any prior step shall be final as to the interest of the grieving party and the Union.

C. In using the grievance procedure established herein, an employee is entitled at each formal step to be represented by the Union.

3) to lay off employees from duty because of lack of work or for other legitimate reasons. If it is necessary to reduce personnel due to lack of work, temporary employees must be separated before permanent employees. Within the categories of permanent employees, the selection of employees to be retained shall be based on:

a. Seniority within the company and seniority within a position. This will include the right to bump to another position that you have worked in for at least one year.

b. Notice of a lay off shall be with a thirty (30) day notice prior to the beginning of the lay off.

c. Severance pay equal to one (1) week's pay for every two (2) years of service, with partial years prorated accordingly, for all employees separated from employment due to lay off.

4) to maintain efficiency of the Employer operations entrusted to them;

5) to take whatever action may be necessary to carry out the mission of the Employer in situations of emergency; and

6) to establish and enforce reasonable rules and regulations for department operations and conduct of personnel and maintenance of discipline.

The foregoing enumeration of specific rights retained by the Employer is not intended to be a waiver of any rights of the Employer not listed.

#### **ARTICLE 32 - UNDERSTANDING OF PARTIES.**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any subject, 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 executed this Agreement.

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



It is understood that this Agreement is subject to the terms and conditions of any Annual Contributions Contract or Housing Assistance Payments Contracts between the Employer and the United States Department of Housing and Urban Development (HUD), contracts with State of New Jersey and contracts with individual landlords. If any provision of this Agreement shall conflict with any HUD agreement or regulation, or have the effect of eliminating or making the Employer ineligible for HUD funding or funding by the State of New Jersey, that specific provision of this Agreement shall be deemed amended or nullified to conform with the law. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

### **ARTICLE 33 - FULLY-BARGAINED AGREEMENT**

The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of the Agreement except in accordance with Chapter 123 P.L. 1974.

Provisions of the Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

### **ARTICLE 34 - SEVERABILITY**

In the event any federal or state law, or any determination having the force and effect of law, conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

### **ARTICLE 35 - PRIVACY AGREEMENT**

In the event that the Employer deems it necessary to do a credit/criminal check on a

current permanent employee, Employer must give notice and reason to employee, and obtain a new signed release form from the employee.

**IN WITNESS WHEREOF**, the parties have caused their representatives to affix their signatures this \_\_\_\_\_ day of October 30, 2013.

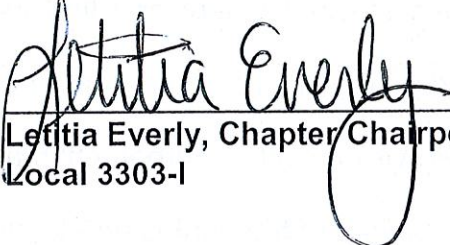
**FOR THE EMPLOYER, HOUSING  
AUTHORITY OF GLOUCESTER  
COUNTY:**

  
\_\_\_\_\_  
William W. Bain, Chairman

  
\_\_\_\_\_  
Samuel V. Hudman, Secretary

**FOR THE UNION:**

  
\_\_\_\_\_  
Mattie Harrell, Executive Director/IVP  
AFSCME, District Council #71

  
\_\_\_\_\_  
Letitia Everly, Chapter Chairperson  
Local 3303-1