

**AGREEMENT
BETWEEN
HOUSING AUTHORITY OF THE
CITY OF CAMDEN
AND
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
AFL - CIO
DISTRICT COUNCIL 71
LOCAL 3441**

January 1, 2007 - December 31, 2011




TABLE OF CONTENTS

Preamble		Page 4
Article 1	Recognition	Page 5
Article 2	Check Off-And Dues Deduction	Page 6
Article 3	Work Schedules	Page 8
Article 4	Overtime	Page 10
Article 5	Call In Time	Page 12
Article 6	Insurance	Page 13
Article 7	Rates of Pay	Page 14
Article 8	Fringe Benefits	Page 16
Article 9	Sick Leave With Pay	Page 18
Article 10	Leave of Absence With Pay	Page 20
Article 11	Severance Pay	Page 21
Article 12	Union Leave	Page 22
Article 13	Negotiations	Page 23
Article 14	Jury Duty	Page 24
Article 15	Leave of Absence Without Pay	Page 25
Article 16	Military Leave/Family Leave	Page 26
Article 17	Vacation	Page 27
Article 18	Worker's Compensation	Page 30
Article 19	Holidays	Page 31
Article 20	Longevity	Page 33
Article 21	Strikes and Lockouts	Page 34
Article 22	Employee Development	Page 35
Article 23	Labor Management Committee	Page 36
Article 24	Disciplinary Procedure	Page 37



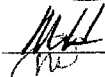
Union 2311 Date _____
HACC _____ Date _____

Article	25	Grievance Procedure	Page	39
Article	26	Seniority	Page	42
Article	27	Membership Packets	Page	44
Article	28	Printing Agreement	Page	45
Article	29	General Provision	Page	46
Article	30	Equal Treatment	Page	48
Article	31	Safety and Health	Page	49
Article	32	Drug Testing Policy	Page	50
Article	33	Vehicles	Page	51
Article	34	Term of Agreement	Page	52
Appendix	1		Page	53


 Union 2-3-11 Date
 HACC 2-3-11 Date

PREAMBLE



This Agreement entered into by the Housing Authority of the City of Camden, hereinafter referred to as the "HACC" and Local 3441, affiliated with Council 71, AFSCME, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the "HACC" and the "Union" the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The effective dates of this Agreement shall be **JANUARY 1, 2007 TO DECEMBER 31, 2011.**



Union 2-3-11 Date
HACC _____ Date

ARTICLE 1 – RECOGNITION

The HACC recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all of its employees in the classifications listed under Appendix I attached hereto, and by reference made a part of the Agreement and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effects on or in any way abrogating the rights of employees as established by Chapter 303., Laws of 1968, *N. J. S. A. 34:13A-1 et seq.* This Agreement covers all titles listed in the Apendixes. Specifically excluded from this Agreement are all positions classified by the New Jersey Public Employment Relations Commissions as supervisors, confidential employees, managerial executives and guards. No title shall be added to the unit, except pursuant to a written Agreement between the Union and the Executive Director of the HACC.


 Union 2-3-11 Date
HACC _____ Date

ARTICLE 2 - CHECK OFF AND DUES DEDUCTION

Section 1: The HACC agrees to deduct monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the HACC by the treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the office of Council together with a list of the names of all the employees for whom the deductions were made by the tenth (10th) day of each month after such deductions were made.

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

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

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


Section 5: Any employee in the bargaining unit on the effective date of the Agreement who does not join the Union within thirty (30) calendar days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a representation fee to the

Union by automatic payroll deduction. The representation fee shall be in the amount not to exceed eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the HACC by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement, so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision.

Section 6: The Union shall indemnify and hold the HACC harmless against any or all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the HACC in conformance with this provision. The Union shall intervene in and defend any administrative or court litigation; concerning this provision. In any such litigation, the HACC shall have no obligation to defend this provision but, shall cooperate with the Union in defending this provision.

Section 7: The HACC agrees to deduct monthly AFSCME PEOPLE membership dues from those employees who individually request in writing that such deduction be made and remit to the Council office, with a list of the names of all employees from whom the deductions were made, by the 10th day of each month after such deductions have been made.

Section 8: No title shall be added to the unit except pursuant to a written agreement between the Union and the Executive Director of the Authority.



Union 2-23-11 Date
HACC _____ Date

ARTICLE 3 - WORK SCHEDULES



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

Section 2: A weekend and evening crew is to be developed utilizing maintenance personnel with a work week consisting of forty (40) hours a week Monday through Friday inclusive, from 4:30 p.m. to 12:00 a.m. with one-half hour for lunch. The weekend crew, inclusive of Saturday and Sunday, will be developed utilizing volunteer maintenance personnel to work from the hours of 8:00 a.m. to 4:30 p.m. and 4:30 p.m. to 12:00 a.m. with one-half hour for lunch. Compensation for this special shift shall be at the rate of 10% differential from the regular hourly rate of pay. If there are no volunteers, the HACC has the right to select and appoint individuals in reverse seniority.

Section 3: The HACC agrees to notify the Union whenever any personnel changes are anticipated at least five (5) working days prior to the change becoming effective. This will include salary changes, wages, reassignments, whether temporary, provisional or permanent, or starting and quitting time, and any other personnel changes which impact upon salary or reassignments, except in emergency situations. The HACC agrees to notify the Union and the employee of any changes. The Union has the right to request discussion provided such discussion does not preclude the changes.


Union 2-3-11 Date
HACC _____ Date

Section 4: The Maintenance Repairer Classification Work Schedule shall consist of five (5) consecutive work days with two (2) days off. Each work day shall be of an eight (8) hour duration. Employees assigned to the aforementioned work schedule shall be compensated an additional eighty five cents (.85) per hour for work performed on Saturday or Sunday.


Union 2-3-11 Date

HACC _____ Date

ARTICLE 4 - OVERTIME

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

Section 2: Only employees who have worked in excess of forty (40) hours are eligible to perform and receive overtime. If an employee has not worked forty (40) hours, he/she will be compensated straight time up to forty hours and overtime for hours over forty.

Section 3: Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for work under the following conditions:

- a. All work performed by maintenance staff in excess of forty (40) hours per week.
- b. All work performed on Saturday, in excess of forty (40) hours per week.
- c. Any Maintenance Repairer whose work week exceeds forty (40) hours by working Saturday, will be paid time and a half based on salary not including the eighty-five cents (.85) differential.

Section 4: Double time the employees's regular hourly rate of pay shall be paid for work under any of the following conditions.

- a. All work performed Sundays, in excess of forty (40) hours per week.
- b. All Holidays, in addition to Holiday pay.
- c. All work performed on declared Holidays.
- d. In no event will employees be paid less than double time for having worked consecutively in excess of sixteen (16) hours.

Section 5: Overtime work will be distributed as equitably as possible among employees within the same classification where shift and ability are equal. The HACC shall provide an up-


to-date list upon the request of the local union president or his/her designee. Such request shall not be reasonably denied.

Section 6: Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. In the event overtime is not secured, it shall be assigned in reverse seniority order.

Section 7: Overtime shall be paid on a current schedule, or at least no later than the second pay period after the overtime is performed.

Section 8: BOILER OPERATIONS. The parties understand that the boiler operation is seven (7) days per week, twenty-four (24) hours per day and that the HACC will continue to make coverage decisions as it has in the past to assure adequate staffing of the boiler operation.

- a. Whenever the HACC determines that it is necessary to temporarily assign a non-boiler operator member of the bargaining unit to boiler work, the selection of such person shall come from a sign up list for such work and shall be based upon qualifications and seniority, seniority prevailing where qualifications are approximately equal on a rotating basis.
- b. Part-time Boiler operators shall not be eligible for any fringe benefits otherwise available to the full-time employees.



Union 2-3-11 Date
HACC _____ Date

ARTICLE 5 - CALL-IN TIME

Section 1: Any employee scheduled to work 35 hours per week who is requested and returns to work during a period other than his/her regular scheduled shift shall be paid time and one-half (1 ½) for such work, and be guaranteed not less than two (2) hours pay. Any employee scheduled to work 40 hours per week who is requested and returns to work during a period other than his/her regular scheduled shift shall be paid time and one-half (1 ½) for such work, and be guaranteed not less than two (2) hours pay. However, the HACC reserves the right to require the employee to perform additional work at the particular site of the call-in work during that time period. A "call-in" shall mean a request to perform services received off the work site from the HACC.

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

Section 3: If the employee's call-in time work assignment and his/her regular shift overlap, he/she shall be paid time and one-half (1 ½) for that period worked prior to the regular shift. Thereafter, for the balance of his/her regular work shift, he/she shall be paid at the appropriate rate.


Union 23-16 Date
HACC _____ Date

ARTICLE 6 - INSURANCE

Section 1: The Authority shall continue to provide the insurances noted in this Article for the covered employees and their eligible dependents. Effective, January 1, 2009, all employees receiving any health insurance benefit insurance coverage under this Article shall be responsible for reimbursing the Authority eight percent (8%) of his/her total monthly premium cost for health, prescription and dental insurance. The HACC agrees that any changes in the insurance plans shall provide equivalent or better coverage for all employees.

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


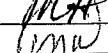
Section 3: The HACC agrees to provide full coverage for all employees and make provision that an employee will not be dropped from the coverage after major illness, or disability, or during the term of major illness disability.

Section 4: The HACC agrees to provide a prescription plan and a dental plan for employees.

Section 5: The HACC agrees to provide New Jersey Temporary Disability Benefits to members of the Bargaining unit.

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

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


 Union 2-3-11 Date
HACC _____ Date

ARTICLE 7 - RATES OF PAY

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

Section 2: If an employee is requested to perform the duties (full-day) of a higher paid classification and performs those duties for five (5) consecutive work days, then the employee shall be paid an additional 20% of his/her salary or the minimum of the higher rated position, whichever is lower, commencing on the 6th work day for all time worked in that position going forward. The HACC shall not arbitrarily move employees into and/or out of such position to avoid paying the higher rate of pay. Employees shall not be required to work in an out-of-title position.

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

Section 4: When an employee is demoted or returned to a former position, he/she shall receive his/her last salary held in that position, plus any annual salary increases for that title.

Section 5: If during the probationary period a promoted employee has not demonstrated the ability to perform the duties of the new position, he/she shall retain the right to return to his/her previously held title at his/her former rate of pay.

Section 6: If an employee is absent because of sickness, annual leave or any other situation which would prevent him/her from personally picking up his/her pay check on the regular payday, he/she may make arrangements, to have his/her check(s) picked up by another person. The employee's ID card and written authorization must be provided to the Finance Department. The person identified in the authorization must properly identify himself/herself. In

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

Section 7: All employees hired prior to the execution of this Agreement who are covered by this Agreement shall receive pay increases as follows:

Effective:	January 1, 2007	\$700. Adjustment across the board on base salary
	January 1, 2008	3% increase in base pay
	January 1, 2009	3% increase in base pay
	January 1, 2010	3% increase in base pay
	January 1, 2011	3% increase in base pay


The HACC and the Union will develop minimum and maximum salary ranges for 2010 and 2011.

In 2010, a Labor Management Committee shall be formed and shall meet and discuss work goals and merit pay for the successor Collective Bargaining Agreement.

Section 8: Employees assigned to the second shift (between 4:30 p.m. and Midnight), will be compensated at an additional rate of ten (10%) percent times the hourly rate, provided such employee's work day schedule is of seven or more hours.

Section 9: Employees assigned to the third shift (between 12:00 a.m. and 8 a.m.) shall be compensated at an additional rate of ten (10%) percent shift differential, provided such employee's work day schedule is of seven or more hours.

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


Union 2-3-11 / Date
HACC _____ / Date

ARTICLE 8 - FRINGE BENEFITS

Section 1: Maintenance employees shall receive an appropriate set of tools. All Boiler Rooms will be equipped with an appropriate set of tools.

Section 2: All maintenance employees will sign a form stating cost of tools provided and that they have received an appropriate set of tools. The HACC shall conduct periodic inspection of tools. These tools shall be provided to maintenance employees after completion of the probationary period.

Section 3: All employees who are required to wear HACC issued uniforms (except Homeservice worker employees) will receive the following issuance.

- a) Five (5) pairs of trousers
- b) Five (5) winter shirts
- c) Five (5) summer tee shirts
- d) Employees will receive a one hundred dollar (\$100.) voucher annually for the purchase of OSHA approved boots.
- e) one (1) summer jacket;
- f) two (2) caps;
- g) one (1) winter jacket
- h) two (2) heavy duty coveralls (one light and one heavy)
- i) one (1) weight belt (by written request from employee only)

Section 4: Uniforms are to be of a heavy grade and properly fitted per employee. Clothing replacement will be on a fair, wear and tear basis and the HACC will make the determination if an item should be replaced.


Section 5: A voucher for the cost of boots will be issued to each uniformed employee for use towards the purchase of OSHA approved boots. Boots must be purchased and worn on a daily basis beginning two-weeks after the voucher is issued. The voucher will be issued during the month of February of each contract year. The employee will be responsible for any additional cost and must provide a copy of the receipt showing that the boots have been purchased.

Section 6: The HACC shall have the right to determine the most economical method of providing the above clothing. All employees shall cooperate with the HACC in order to have all present employees outfitted within three months of the signing of this Agreement by the Union and the HACC. The laundering and/or cleaning of the above clothing and future clothing shall be the responsibility of each uniformed employee.

Section 7: All Maintenance employees, Building Service employees and Home Service Workers shall be required to report to work in the clothing provided under Section 3. Failure to do so could be just cause for disciplinary action by the HACC, up to and including termination.

Section 8: Homeservice workers will receive the following issuance:

- a) five (5) sets of scrubs
- b) 1 pair of boots (\$100 voucher)
- c) 1 weight belt (*upon written request from employee*)
- d) 1 spring jacket
- e). 1 winter jacket


Union 2/3/11 Date
HACC _____ Date


ARTICLE 9 - SICK LEAVE WITH PAY

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

- (a) One (1) working day sick leave with pay for each month of service from the date of appointment up to and including December 31st next, following such date of appointment and fifteen (15) days of sick leave with pay each calendar year thereafter.
- (b) Sick leave may only be paid if earned and accrued prior to an absence.

If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount from such leave not taken shall accumulate to his/her credit from year to year, up to an annual CAP of thirty (30) sick days and he/she shall be entitled to such accumulated sick leave with pay, if and when needed. Sick leave for purposes herein defined to mean absence from duty of any employee because of personal illness, by reason for which such employee is unable to perform the usual duties of his/her position; exposure to contagious disease; a short period of emergency attendance upon a member of his/her immediate family illness; and requiring the presence of such employee.

- (b) If an employee is absent for three (3) consecutive working days for any of the reasons set forth in the above provision, the HACC shall require acceptable evidence on the form prescribed. That nature of the illness and length of time the employee will be absent should be stated on the Doctor's Certificate.
- (c) An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave hereinafter set forth shall notify his/her immediate supervisor or personnel department, by telephone within one (1) hour after the starting of time of the employee's shift, except for


 Union 2-3-11 Date
HACC _____ Date

Boiler Personnel, who must notify the HACC at least one (1) hour before the designated starting time. Under certain circumstances, a personal message left in the Personnel Office or the appropriate manager's office by a spouse or relative of the employee will be acceptable notice of the expected absence when the employee is unable to make such a call.

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

Section 2: Any accrued and unused sick days shall be paid at retirement only, at the rate of 65% of the current per diem rate, up to a total of five thousand dollars (\$5,000.00). Payment shall be at the rate earned. All active employees as of the date of full execution of this Agreement shall have their current bank of sick days grandfathered. The grandfathered days may be used, but are subject to the \$5,000. CAP for payment upon retirement. Any sick time accumulated before January 1, 1979, shall be called unredeemable sick time. Such unredeemable sick time can be used, but, not redeemed at cash value. Redeemable sick time must be used before unredeemable sick time.

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

 Union 2-3-11 Date
HACC _____ Date

ARTICLE 10 - LEAVE OF ABSENCE WITH PAY


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

<i>DAYS</i>	<i>RELATIONSHIP</i>
Five (5)	Mother; Father; Spouse; Brother; Sister; Children; Stepchildren;
Three (3)	Mother-in-Law; Father-in-Law; Grandmother; Grandfather; Grandchildren;
One (1)	Aunt; Uncle; Niece, and Nephew

Under certain circumstances, a leave of absence with pay may also be granted because of the death of a significant member of the employees' household; such leave shall be determined on a case by case basis by the Executive Director, who will also determine the length of such leave. Proof of the death, e.g. death certificate, may be requested from the employee to support the request.

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

- a). Personal Leave must be approved by the immediate a supervisor, and cannot be unreasonably denied.
- b). This leave shall not be used for sick time or in conjunction with sick leave.
- c). Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the appropriate rate of pay, with no loss of seniority, or other employee rights or benefits.




Union 2-3-11 Date
HACC _____ Date

ARTICLE 11 - SEVERANCE PAY

For employees in the unit at the time of full execution of the Memorandum of Agreement, a one-time payment shall be made, in December 2009, as follows:


Employees with 15 years of service	\$1,250.
Employees with 16-20 years of service	\$1,500.
Employees with over 20 years of service	\$2,000.


Union 2-3-11 Date
HACC _____ Date

ARTICLE 12 - UNION LEAVE


Section 1: No more than two (2) employees may be granted paid time off during work hours, at any one time, to attend a function or meeting of the Union's local or national. The right of attendance, moreover, shall be governed by any conditions, restrictions, or limitations contained in the International Constitution of the Union. The individual requesting said leave shall submit his/her request, in writing, to the Executive Director no later than five (5) days in advance of taking Union leave. The Executive Director shall give written notice of approval, or rejection, of Union Leave to the requesting employee no less than three (3) days in advance of the time requested. Waiver of the requirements for submission of requests may be granted at the discretion of the Executive Director should an emergency situation arise. However, the Union agrees to provide the HACC on a regular basis, with a list of current officers and shop stewards.

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


Union 2-3-11 Date
HACC _____ Date




ARTICLE 13 – NEGOTIATIONS

Time for negotiations will be mutually agreed upon by the Union and the Authority. Members of the Union Negotiating Committee shall be granted administrative leave with pay if negotiations occur on the Authority's time. No more than five (5) employees shall have the right to receive pay under this provision.


Union 2-3-11 Date
HACC _____ Date

ARTICLE 14 - JURY DUTY

Employees who are selected for jury duty will receive their regular salary while serving in this capacity. Employee are permitted to keep any monies received for a jury duty appearance of one day in length. Payments received for jury service in excess of two or more days shall be turned over to the HACC.


 Union 2-3-11 Date
 HACC _____ Date

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY

Section 1: A permanent employee holding a position in the classified service who is temporarily, either mentally or physically, incapacitated to perform his/her duties, or who desires to engage in a course of study such as will increase his/her usefulness upon his/her return to service; or for any other reason considered valid by the department head and the appointing authority, desires to secure leave from his/her regular duties may, with the approval of the department head and the HACC, be granted special leave of absence without pay, for a period not exceeding six (6) months. Any employee seeking such special leave without pay, shall submit his/her request in writing, stating the reason why, in his/her opinion, such request should be granted, the date when he/she desires to begin, and the probable date of his/her return to duty.

Section 2: Any employee who is a member of the Union and is legally elevated to an official full-time position in the parent Union, shall be granted a leave of absence without pay, and without loss of seniority, to attend to his/her official duties, for a period not exceeding one (1) year.




Union 2-3-11 Date
HACC _____ Date

ARTICLE 16 - MILITARY AND FAMILY LEAVE

Section 1: Military leave will be granted in accordance with applicable Federal and State laws.

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


Union 2-3-11 Date
HACC _____ Date

ARTICLE 17 - VACATIONS

Section 1: Annual Vacation Leave.

a) Except as noted below, employees in the service of the HACC shall be entitled to the following vacation pay for the first year of employment: one day per month; and thereafter as follows:

FOR WHITE and BLUE COLLAR WORKERS

1 to 5 years -13 days

6 to 10 years -16 days

11 to 15 years -19 days

16 to 20 years -21 days

After 20 years -26 days

b). Employees hired on or after September 1, 1989 shall be entitled to the following vacation with pay for the first calendar year of employment:

1 to 5 years - 12 days

c). Effective January 1, 2009, for all employees (supercedes subsections a & b above):

1-5 years	10 days
6-10 years	15 days
11-15 years	19 days
16-20 years	21 days
Over 20 years	26 days


Union 2-3-11 Date
HACC _____ Date

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

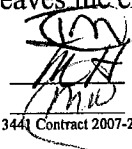
Section 3: Preliminary requests for scheduling of annual leave time shall be submitted to the employee's immediate supervisor by April 15, for purposes of scheduling the Authority's work loads. Formal requests for leave shall not be required to be submitted until two (2) weeks prior to such leave taken, provided, such period of time has not been previously disallowed. Failure to submit a vacation request by April 15, will result in the loss of seniority preference for selection of vacation only. Determination of allowable leave periods in accordance with contract provisions shall be finalized by May 15. Seniority will be used to resolve conflicting or overlapping vacation requests.

Section 4: Requests for annual vacation leave of six (6) days or more shall be submitted two weeks in advance and shall be granted at the sole discretion of the Executive Director.

Section 5: Requests for annual vacation leave of five (5) days or less shall be at the sole discretion of the immediate supervisor and must be requested one week in advance. Any denial of a request for time off due to emergency situations may be appealed to the Executive Director.


Section 6: Vacation leave not used in any calendar year because of business necessity may be carried over for only one calendar year. Such carried over vacation must be scheduled, approved and posted by the employee's supervisor in writing no later than April 15th of that year. Such carried over vacation is to be taken before the current year's vacation leave to avoid the loss of such carried over vacation leave.

Section 7: Vacation is earned only for active work time and shall be credited at the beginning of a calendar year. At the time an employee leaves the employ of the HACC, for any


Union 2-3-11 Date
HACC _____ Date

reason, any vacation taken, but not yet earned, shall be deducted from the employee's last paycheck.

Section 8: When the vacation allowance for an employee changes based on his/her years of service, the annual allowance shall be computed on the basis of the number of full months at each rate. The new allowance shall be effective the remaining months of the year.


Union 2-3-11 Date
HACC _____ Date

ARTICLE 18 - WORKER'S COMPENSATION


Section 1: When an employee is injured on duty, and is ruled to be eligible to receive Worker's Compensation he/she is to receive the applicable rate as determined by the NJ Worker's Compensation State Laws during the period of temporary disability. Such payment will be made by the current insurance carrier, Scibal Associates.

Section 2: When an employee is injured on the job and the injury is ruled to be eligible for Workers' Compensation benefits, the employee will not be required to use his/her sick time to compensate for any days out of work, under seven (7) days. Thereafter, compensation will be as indicated in Section 1 above.

Section 3: An employee who is injured on the job and is sent to a hospital, or to a medical doctor, shall receive pay at the applicable rate for the balance of that day. After sustaining a compensable injury which requires additional medical treatment during his regular working hours, an employee shall receive his regular hourly rate of pay for such time.

Section 4: When an employee is injured on duty, the HACC shall be required to provide transportation for the initial visit only to the medical facility designated by the HACC and to be returned back to the work site. The means of transportation chosen shall be at the sole discretion of the HACC.

Section 5: While an employee is on Injured on Duty status, the employee will be compensated at the State mandatory rate of 70%, non-taxable, of weekly salary. The employee will be compensated in accordance with the State Worker's Compensation Law and payment will be made directly from the current insurance carrier.


Union 2-3-11 / Date
HACC _____ Date

ARTICLE 19 - HOLIDAYS

Section 1: The following days are recognized paid Holidays:

New Years Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

General Election Day

Veterans Day


Thanksgiving Day

Day After Thanksgiving

Christmas Day

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

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


Union 2-3-11 Date
HACC _____ Date
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Section 4: No holiday shall be granted other than those listed in Section 1, above, except such other holidays as are officially declared by the President of the United States, the Board of Commissioners, and/or the Governor.

Section 5: Whenever a holiday falls on a full-time Boiler Operator's regularly scheduled work day, the employee shall work and receive another day off with pay in lieu thereof, said day to be scheduled consistent with the needs of the HACC.


Union 2-3-11 Date
HACC _____ Date

ARTICLE 20 - LONGEVITY

Section 1: Longevity pay will be granted annually, on or about November 1st, in a separate check, as follows:

Employees with 15 or more consecutive years of active service - \$2,000.00.

Section 2: Leaves, paid or unpaid, shall not constitute active service.

Section 3: An employee entitled to longevity pay who retires or leaves the HACC any month prior to November 1st may receive pro rated longevity pay, based on his/her last day of service.


Section 4: Effective January 1, 1994, new employees will not be entitled to Longevity.

Handwritten signature and initials, possibly 'SDA' and 'MWA', with a circular stamp or mark.

ARTICLE 21 - STRIKES AND LOCKOUTS

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

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


Union 2-3-11 Date
HACC _____ Date

ARTICLE 22 - EMPLOYEE DEVELOPMENT

Section 1: The parties agree to the establishment of a committee to be made up of three (3) local Union members, (the Local president, vice president and a Council 71 representative) and management representatives to explore development of new titles. The Committee will meet monthly. It is anticipated that the committee will be formed and discuss titles meeting the needs of the HACC, and recommend bargaining unit titles to the Board of Commissioners for consideration prior to the end of this Agreement.

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



Union 2/3/11 Date
HACC _____ Date

ARTICLE 23 – LABOR MANAGEMENT COMMITTEE

A Labor/Management Committee consisting of the HACC and the Union shall be set up for the purpose of reviewing issues of common interest. The Committee's meetings are not intended to by-pass the grievance procedure, nor to be considered collective negotiations meetings, but rather are intended as a means of fostering good employment relations through communications between parties. Either party may request a meeting with the other and shall submit a written agenda of topics to be discussed no less than seven (7) days prior to said meeting.




Union 2-3-11 Date
HACC _____ Date

ARTICLE 24 - DISCIPLINE PROCEDURES

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

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

Section 3: Just cause for discipline, up to and including dismissal from service, shall be as set forth in N.J.A.C. 4A:2.- 2.1 - 2.8. Minor disciplinary actions shall be addressed through Article 25, Grievance Procedure.

Section 4: The HACC shall give written notification to Council 71, and the President of Local 3441, when an employee is being suspended, fined, demoted or terminated from employment. Such notice shall include the extent and reason for disciplinary action, and shall be given within seventy two (72) hours of such disciplinary action.

- a). Employees shall be entitled to Union representation at all hearings and will not be denied same.
- b). No demotion shall be made for disciplinary reasons.
- c). If the HACC or any authorized agent of the HACC has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 5: The Union Representative, e.g. Shop Steward, representing the relevant employee may undertake informal discussion with the appropriate level of Management prior to a hearing.

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

ASW

MH
M.V.

Union 2/3/11 Date
HACC _____ Date

ARTICLE 25 - GRIEVANCE PROCEDURES


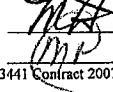
Section 1: A grievance shall be any difference of opinion, controversy, harassment or dispute arising between the parties thereto, relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of the provisions of this Agreement.

Section 2: The Union will notify the HACC, in writing of the names of its Grievance Committee, not to exceed five (5) in number who are designated by the Union to represent employees under this grievance procedure. Only one (1) member of the Grievance Committee, in addition to the Union President, or designee, shall be empowered to investigate and present grievances during working hours, without loss of pay, for a period not to exceed three (3) hours per week. However, appointments must be made in advance to meet with management staff to address those grievances.

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

Step 1: An aggrieved employee and/or Union Shop Steward at the request of the employee, shall take up the grievance or dispute with the immediate Supervisor within ten (10) working days of its occurrence. Failure to act within the said ten (10) day period shall be deemed to constitute an abandonment of the grievance if the grievance is presented. The immediate supervisor shall then attempt to adjust the matter and shall respond to the employee or member of the grievance committee within five (5) working days thereafter.

Step 2: If the grievance has not been settled, it shall be presented by the Union Shop Steward, Grievance Committee, or employee to the Personnel Officer, as appropriate, in writing, within five (5) days after a response from the immediate Supervisor is due. The

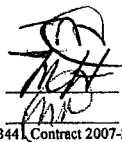

 Union 2-3-11 Date
 HACC _____ Date

appropriate Director shall meet with the Union Shop Steward, grievance committee or employee and respond in writing, to the Union Shop Steward, grievance committee, or employee within five (5) working days.

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

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

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



 Union 2-3-11 Date
 HACC _____ Date

be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

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

Step 7: The HACC and the Union agree to give each other reasonable consideration for meetings on grievances at any step of the grievance procedure.

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


 Union 2-3-11 Date
HACC _____ Date

ARTICLE 26 - SENIORITY


Section 1: Seniority is defined as an employee's total length of service with the HACC, beginning with the original date of hire, provided that there is no break in service. At the request of the Union, in January, the HACC shall provide a seniority list for employees in the unit, stating their date of hire, title and salary.

Section 2: An employee having broken service with the HACC (as distinguished from leave of absence), shall not accrue seniority credit for the time when not employed by the HACC, or for prior time.

Section 3: If questions arise concerning two (2) or more employees who were hired on the same date, the following shall apply: If hired prior to January 1, 1979, seniority preference among such employees shall be determined by the order in which such employees are already shown on the HACC's payroll records, first preference, etc. For employees hired on the same date subsequent to January 1, 1979 preference shall be given in alphabetical order of the employee's last name.

Section 4: In all cases of promotion, provisional promotions, layoff, recall, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he/she has the ability to perform work involved. After a posted vacancy is filled, the HACC will give notice to the Union.

Section 5: An employee who refuses a job promotion shall not later exercise his/her seniority over a junior employee in promotional positions. An employee who refuses promotion must sign a statement to that effect to be placed in his/her folder. This statement will not interfere with any future promotional positions.


Union 2311 Date _____
HACC _____ Date _____

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


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



Union 2-3-11 Date
HACC _____ Date

ARTICLE 27 - MEMBERSHIP PACKETS

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

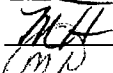


Union 2-3-11 Date
HACC _____ Date

ARTICLE 28 - PRINTING OF THE AGREEMENT

Section 1: The contract will be printed by the Union for all employees in a pocket edition. The official Contract will be the document originally signed by all parties and shall be all copies of the signed original document. The contract will be union-printed, and contain the Union insignia.

Section 2: Upon completion of the printing of the signed Agreement, the Union shall furnish no less than (20) copies of the printed Agreement to the HACC.



Union 2-3-11 Date
HACC _____ Date

ARTICLE 29 - GENERAL PROVISIONS

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

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


Section 3: Agents of the Union, who are not employees of the HACC, will be permitted to visit with the employees during working hours at their work stations, for the purpose of discussing Union representation matters. However, management is to be notified in advance of any such visits. This right must be reasonably exercised, and it cannot cause any undue interference with work progress. Such representatives shall also be recognized by the HACC as an authorized spokesman for the Union in matters between the parties regarding employee representation matters.

Section 4: The jurisdiction and authority of the HACC over matters not covered by this Agreement are implied and expressly reserved by the HACC.

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

Section 6: Employees will not be required to participate in the eviction of tenants.

Section 7: All employees responsible for handling money (cash or checks) will be bonded by the HACC at no cost to the employee.


Union 2-3-11 Date
HACC _____ Date


Section 8: The HACC shall set up a telephone chain wherein employees shall be notified of any emergency event that would effect the employee.

Section 9: New employees shall be entitled to all rights and privileges of other employees in accordance with the probationary period, except as specified herein.

Section 10: Time off for the purpose of conducting Union Business, which cannot be conducted during non-working hours, shall be granted, without loss of pay, to the President, Vice-President or Board Member of AFSCME, Local 3441. This time shall not exceed a duration of one (1) hour, and shall be subject to the constraints of the local work schedule and must be approved by the Executive Director or his/her designee, prior to being taken.

Section 11: Members of the bargaining unit who, by mutual agreement between the Union and the Authority, participate during work hours in conferences and meeting with the Authority which involve or derive from the collective negotiations agreement, shall suffer no loss of pay.

Section 12: Grandfathered Civil Service employees, per Resolution _____, shall retain all rights afforded by Civil Service Statutes and Regulations.


Union 2311 Date _____
HACC _____ Date _____

ARTICLE 30 – EQUAL TREATMENT


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

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

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

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

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


Union 2/3/11 Date
HACC _____ Date

ARTICLE 31 - SAFETY AND HEALTH

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


Section 2: The HACC and the Union shall designate a Safety Committee member. It shall be a joint responsibility to investigate and correct or effectively recommend to the Personnel Officer unsafe and unhealthful conditions in general, and to make recommendations to either or both parties, when appropriate. The Safety Committee member, representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the HACC's facilities, where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours, with no loss in pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Director of Administration or his/her designee.



Union 2/3/11 Date
HACC _____ Date

ARTICLE 32 – DRUG TESTING POLICY

A Policy has been negotiated and implemented. Refer to the Personnel Department for a copy.


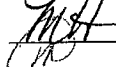
 Union 2/3/11 Date
HACC _____ Date

ARTICLE 33 – VEHICLES

Section a: When an employee of the Authority is required to use his/her personally owned automobile in the conduct of the Authority's business, as a requirement for employment, the Authority shall reimburse the employee at the State rate for mileage, plus tolls.

Section b: An employee's vehicle is required to be insured in accordance with New Jersey regulations.

Section c: Every employee is required to have a valid license to operate a motor vehicle in New Jersey.


 Union 2-3-11 Date
HACC _____ Date

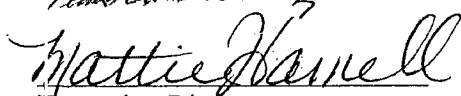
ARTICLE 34- TERM OF AGREEMENT

Section 1: This Agreement shall be effective as of the first day of January, 2007, and shall remain in full force and effect until the 31st day of December, 2011. It shall be automatically renewed, from year to year thereafter, unless either party shall notify the other, in writing, sixty (60) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations, and until notice of termination of this Agreement is provided to the other party in the manner set forth in Section 2.

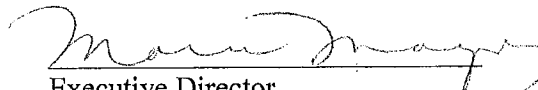
Section 2: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

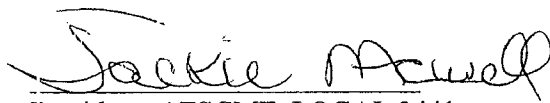
IN WITNESS WHEREOF, the parties have hereunder set their hands and seals at the City of Camden, New Jersey, on this 3rd day of February 2011.

AFSCME
COUNCIL #71, LOCAL 3441

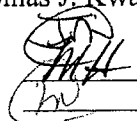

Executive Director
Mattie Harrell

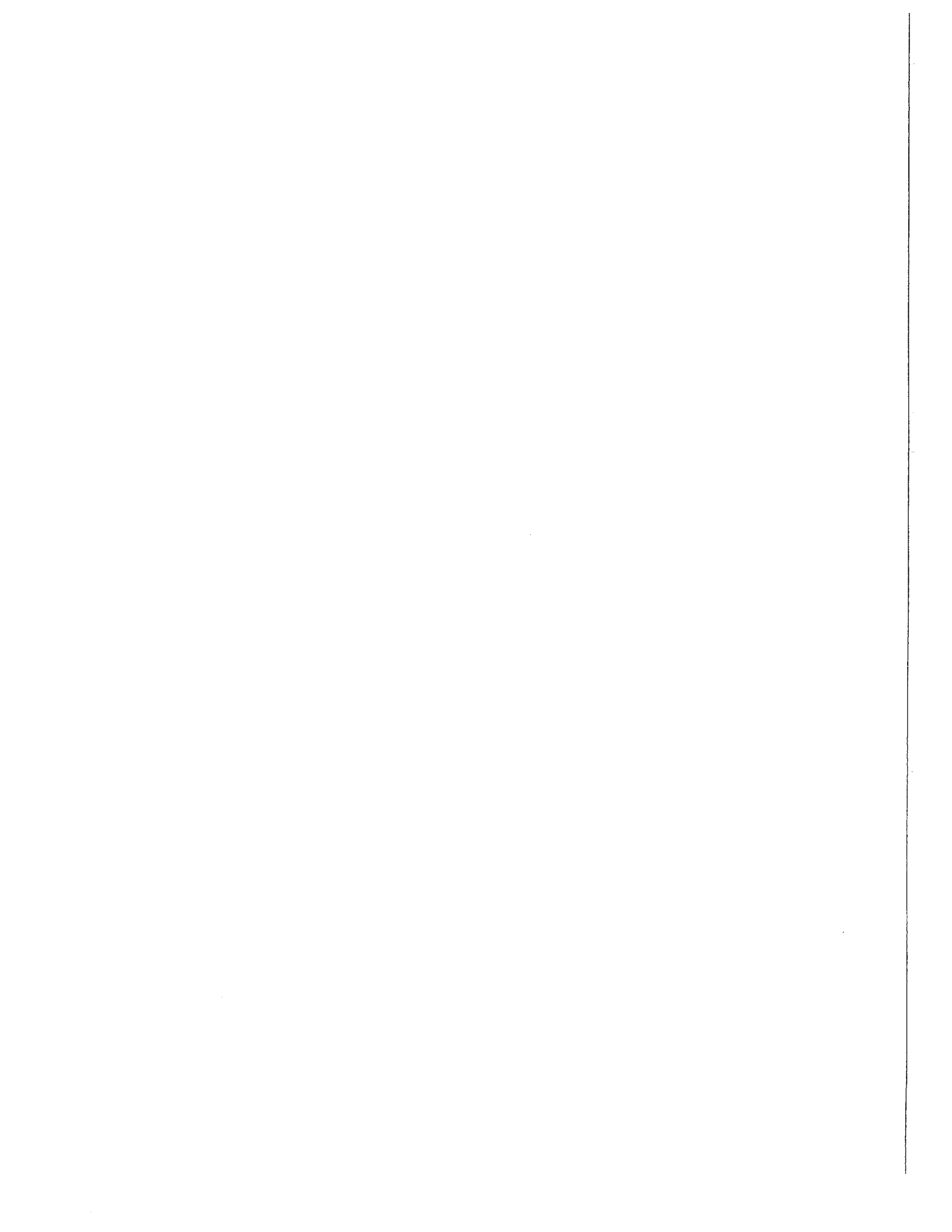
HOUSING AUTHORITY OF THE CITY
OF CAMDEN


Executive Director
Maria Marquez, Ph.D.


President, AFSCME, LOCAL 3441
Jackie Maxwell


Human Resource Manager
Thomas J. Kwartnik

 Union 2/3/11 Date
HACC _____ Date



**APPENDIX 1
WHITE COLLAR (35 HOURS)**

Note: * indicates position does not exist.

Title (Regular Employees)

Starting Salary

Accounts Payable Clerk
Accounts Receivable Clerk
Administrative Assistant
Assistant Bookkeeper
Budget Analyst
Budget Examiner *
Clerk Typist
Computer Service Technician
Data Entry Machine Operator
Data Processing Technician
Data Program Technician
Engineering Technician
File Clerk
Grounds Maintenance
Housekeeping
Housing Assistance Technician
Housing Specialist
Housing Typist Aide
HQS Inspector
Inspector
Inventory Control Analyst
Janitor
Office support
Payroll Supervisor
Program Monitor *
Purchasing Assistant Typing
Secretarial Assistant Typing
Secretarial Assistant – Bilingual
Secretarial Assistant Stenography
Senior Clerk Typist
Tenant Interviewer
Tenant Interviewer Typing
Training Assistant *



Union 23-11 Date
HACC _____ Date

BLUE COLLAR (40 HOURS)

Title (Regular Employees)

Starting Salary

Auto Mechanic
Boiler Operator
Boiler Operator P/T
Boiler Room Mechanic
Building Maintenance Worker
Building Service Worker
Carpenter
Exterminator
Fleet Manager
Laborer
Maintenance Repairer
Omni Bus Driver
Painter
Roofer

GRANT POSITIONS

The following positions shall be continued only as long as the relevant grant monies are approved for salaries. No grant positions shall be paid a higher salary than as provided by the terms of the grant. The persons in these positions, if not funded, shall be laid off.

Title (Grant Funded Employees)

Starting Salary

Activities Coordinator
Administrative Assistant
Assistant Site Coordinator
Case Worker
Clerk - Driver
Community Organization Specialist *
Community Relations Aide *
Community Relations Specialist
Construction Inspector
Drug and Alcohol Coordinator
Family Self-Sufficient
GED Instructor
Job Coach
Job Developer
Outreach Worker
Recreation Aide
Relocation Specialist
Site Coordinator

Handwritten signatures and initials, including a circled 'SOS' and 'MCH'.

Union 2-3-11 Date
HACC _____ Date

Social Worker
Youth Opportunity Coordinator



Union 2311 Date
HACC _____ Date

Social Worker
Youth Opportunity Coordinator



Union 234 Date
HACC _____ Date