

**CONTRACT
AGREEMENT
BETWEEN
HOUSING AUTHORITY OF THE
CITY OF CAMDEN - SUPERVISORS
AND
AFSCME COUNCIL 71
LOCAL 3974**

JANUARY 1, 2012

THROUGH

DECEMBER 31, 2015

AFSCME®

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PREAMBLE

This Agreement entered into by the Housing Authority of the City of Camden, hereinafter referred to as the "Employer" or "HACC" and Local 3974, affiliated with Council 71, AFSCME, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the "Employer" and the "Union", the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this Agreement shall be **JANUARY 1, 2012 to DECEMBER 31, 2015.**

<u>MM</u>	Union	<u>3-5-14</u>	Date
<u>JRK</u>	HACC	<u>3/5/14</u>	Date

ARTICLE I – RECOGNITION

The Employer recognizes the Union as the collective bargaining agent for the purpose of negotiating and 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, which by reference is made a part of this Agreement and for such additional classifications as the HACC and the Union (collectively 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 Appendix I. Specifically excluded from this Agreement are all other positions, including those classified by the New Jersey Public Employment Relations Commission as confidential employees, managerial executives and guards.

ARTICLE II - 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 AFSCME Council 71 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, or as may be required by law. 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 personnel 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 this 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 an 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 to this provision. At the termination of this Agreement and prior to execution of a new agreement, any Employee wishing to withdraw from the Union and stop paying Union dues, shall be allowed to execute a withdrawal notice.

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 Employer 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 Employer shall have no obligation to defend this provision but shall cooperate in defense of this provision by the Union.

ARTICLE III - WORK SCHEDULES

Section 1: For employees whose normal work week is forty (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 half hour for lunch. All employees covered by Local 3974 shall work a 40 hour work week, except those employees who per their respective job descriptions and duties are statutorily exempt pursuant to N.J.S.A. 12:56-7 et seq. and 29 CFR Part 541.

Section 2: 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, starting and quitting times, whether temporary, provisional or permanent, and any other personnel changes which impact upon salary or reassignments, except in emergency situations.

ARTICLE IV - OVERTIME

Section 1: Overtime refers to any paid work time in excess of forty (40) regular hours of work per work week; and is granted only when the employee is properly authorized to work overtime by his/her immediate supervisor. Forty (40) regular hours of work includes actual hours worked and recognized paid holiday hours. For purposes of overtime payment, work hours do not include paid sick, personal, vacation, bereavement or any other non-work days or time/hours; nor while receiving workers' compensation.

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

Section 3: Time and one-half (1½) the employee's regular rate of pay shall be paid for work under the following conditions:

- a. All work performed by employees covered by this Agreement in excess of forty (40) hours per week.
- b. All work performed on Saturday, in excess of forty (40) hours per week.
- c. Employees who perform work on their sixth day of work shall be compensated in accordance with this Section.

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

- a. All work performed on Sunday, in excess of forty (40) hours per week.
- b. All Holiday work 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 Employer 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, as long as the employee timely reports overtime work.

Section 8: These overtime provisions are not applicable to those employees who per their respective job descriptions and duties are statutorily exempt pursuant to N.J.S.A. 12:56-7 et seq. and 29 CFR Part 541.

ARTICLE V – CALL-IN TIME

Section 1: 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 (1½) for such work, and be guaranteed no less than two (2) hours pay regardless of the number of hours worked.

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 (1½).

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 (1½) 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.

Section 4: The maintenance supervisor shall be the last person called in if the maintenance repairer does not come in to do the work.

ARTICLE VI – HEALTH, PRESCRIPTION & DENTAL INSURANCE

Section 1: The HACC shall continue to provide the insurances noted in this Article for the covered employees and their eligible dependents. Effective, June 28, 2011, New Jersey Chapter 78, Public Law 78 was enacted. The provisions of Chapter 78, P.L. 2011 require employees who elect State Health benefits Program (SHBP) to contribute a certain percentage of their health (medical and prescription drug) premium. The percentage rate of contribution is determined based on the employee’s salary and the selected level of health care coverage (i.e., Single, Husband/Wife, Parent/Child or Family coverage). No employee will pay an amount that is less than 1.5% of the employer’s compensation, in accordance with New Jersey Chapter 2, P.L. 2012.

Employee contributions for health care will increase and be phased in over four (4) years from 2012 to 2015. New employees hired after June 28, 2011, the effective date of Chapter 78, P.L. 2011, shall contribute at the Year 4 “Percentage of Premium” and salary range schedule.

Section 2: New employees will be 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 full-time employees and to provide that an employee will not be dropped from the coverage after major illness or disability, or during the term of a major illness or disability.

Section 4: The HACC agrees to provide a dental plan for full-time employees. Effective January 1, 2014 employees will contribute an amount equal to 25% of the dental plan premium, which will be paid through payroll deductions. Commencing in 2014, the HACC will offer more than one authorized State dental plan from which the employee may select. The employee will

pay the difference between the lowest cost dental plan and any more costly dental plan selected by the employee in addition to the percentage contribution which will be paid through payroll deductions.

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

Section 6: Medical benefits for employees after retirement shall be provided in accordance with applicable New Jersey statutory and regulatory provisions.

ARTICLE VII - RATES OF PAY

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

Section 5: 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 6: For all employees hired prior to the execution of this Agreement who are covered by this Agreement, there shall be an increase in base salary as follows:

Effective:	January 1, 2012	No increase in base pay
	January 1, 2013	3.0% increase in base pay
	January 1, 2014	1.0% increase in base pay
	January 1, 2015	1.5% increase in base pay

Section 7: Employees assigned to the second shift (between 3:00 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 eight (8) or more hours.

Section 8: Employees assigned to the third shift (between 11:00 p.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 eight (8) or more hours.

ARTICLE VIII - FRINGE BENEFITS

Section 1: All employees who are required to wear HACC issued uniforms will receive the following issuance:

- a. Five (5) pairs of trousers;
- b. Five (5) long sleeve shirts (light blue);
- c. Five (5) cotton pocket tee shirts;
- d. One (1) pair of safety work boots/shoes (\$100.00 voucher);
- e. One (1) lightweight windbreaker jacket;
- f. Two (2) caps;
- g. One (1) winter jacket;
- h. Two (2) coveralls;
- i. One (1) weight belt (by written request from employee only);

Foul weather gear to include jackets, pants, boots, and trench coat for maintenance staff only.

Section 2: Clothing replacements will be on a fair, wear and tear basis with a panel convened to resolve any disputes concerning whether or not an item should be replaced. Uniforms are to be of a heavy grade and properly fitted per employee.

Section 3: The HACC shall have the right to determine the most economical method of providing the above clothing. All employees shall cooperate with the Employer in order to have all present employees outfitted within three (3) months of the signing of this Agreement by the Union and the Employer. The laundering and/or cleaning of the above clothing and future clothing shall be the responsibility of each uniformed employee.

Section 4: All maintenance employees shall be required to report to work in the clothing provided under Section 1. Uniform must be neat and in order at all times. Failure to do so could be just cause for disciplinary action by the Employer.

<u>MM</u>	Union	<u>3-5/14</u>	Date
<u>SK</u>	HACC	<u>3/5/14</u>	Date

ARTICLE IX - 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 twelve (12) days of sick leave with pay accrued during the first year of appointment; and then one and one-quarter (1.25) working day sick leave with pay up to fifteen (15) days of sick leave with pay accrued each calendar year thereafter.
- b. Sick leave may only be paid if earned and accrued prior to an absence.
- c. Unused sick leave with pay will accrue to an employee's benefit up to an annual CAP of thirty (30) days which may be carried over to each successive year. Sick leave for purposes herein is defined as an employee's absence from work because of personal illness for which such employee is unable to perform his/her usual duties; exposure to contagious disease; or emergency attendance to his/her immediate family member's illness, which requires the presence of such employee.
- d. 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. The nature of the illness and length of time the employee will be absent should be stated on the Doctor's Certificate.
- e. An employee who does not expect to report for work because of personal illness or any of the reasons included in the definition of sick leave set forth herein shall notify his/her immediate supervisor or personnel department by telephone within

one (1) hour after the starting time of the employee's shift, except that Boiler Operators must notify the HACC at least one (1) hour before the designated starting time. Under certain circumstances, a personal message left in the Human Resource/ 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.

- f. Sick leave claimed by reason of quarantine or exposure to contagious disease, may be approved on the certificate of the local Department of Health, upon such reasonable proof as the HACC shall require.

Section 2: Any accrued 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. Employees who have had their bank of sick days grandfathered as of March 17, 2009, may use their banked sick days as authorized, but payment upon retirement for any unused sick days is subject to the \$5,000.00 CAP. Any sick time accumulated before January 1, 1979, shall be called unredeemable sick time. Such unredeemable sick time can be used, but, not redeemed for 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.

ARTICLE X - 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 Employer as follows:

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

Section 2: Leave of absence for employees shall be granted as provided in accordance with state and Federal Laws (FMLA and FMA), except as otherwise set forth herein.

Section 3: Personal Leave of two (2) days shall be granted to all employees covered under this Agreement at the beginning of the calendar year.

- 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 position at the appropriate rate of pay, with no loss of seniority, or loss of other employee rights or benefits.
- d. Personal Leave will not accrue and cannot be carried over to any successive years.

ARTICLE XI - UNION LEAVE

Section 1: The allowable number of Union delegates who are elected or designated to attend a function of the Union's International or other subordinate body shall be permitted to attend such function and shall be granted the necessary time off without loss of any time or pay, provided that the said time off is of reasonable duration as determined by the Executive Director, or his/her designee. 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.

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

ARTICLE XII - JURY DUTY

Section 1: Employees who are selected for jury duty will receive their regular salary while serving in this capacity. Employees 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 Employer.

ARTICLE XIII - LEAVE OF ABSENCE WITHOUT PAY

Section 1: A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his/her duties due to mental and/or physical reasons; or who desires to engage in a course of study which 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 HACC, may secure leave from his/her regular duties, with the approval of the department head and the Employer, and be granted 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, which period may be renewed.

ARTICLE XIV - 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.

ARTICLE XV - VACATIONS

Section 1: Annual Vacation Leave.

a. Employees in the service of HACC shall be entitled to ten (10) days of vacation per year for the first five (5) years of employment. New employees will earn 0.83 day per month (0.83 day per month x 12 months per year = 10 days) during the first five (5) years of employment, and thereafter as follows:

Effective January 1, 2009, for all employees -

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

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 vacation leave time shall be submitted to the employee's immediate supervisor by April 15, for purposes of scheduling the Employer's work loads. Formal requests for leave shall not be required to be submitted until two (2) weeks prior to such leave taken, provided, and 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 leave time 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 the successive calendar year. At the time an employee leaves the employ of the HACC, for any 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.

ARTICLE XVI - 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 shall be paid his/her full salary for a period not to exceed 45 working days, and thereafter the applicable rate as determined by New Jersey Worker's Compensation Laws during the period of temporary disability. Such payment will be made by the HACC's current workers' compensation insurance carrier.

Section 2: 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 3: When an employee is injured on duty, the Employer shall be required to provide transportation (i) for the initial visit to the medical facility designated by the Employer and (ii) for the return back to the work site. The means of transportation chosen shall be at the sole discretion of the Employer.

Section 4: The determination and length of transitional duty "light duty" shall be at the sole discretion of the HACC and shall not exceed thirty (30) days.

ARTICLE XVII - 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.

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 of the State of New Jersey.

ARTICLE XVIII - 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 - \$2,500.00. Employees that reach 15 years of active service after August 15, 2013 are not eligible for longevity pay.

Section 2: An employee entitled to longevity pay who retires or leaves the Employer any month prior to November 1st may receive pro rated longevity pay, based on his/her last day of service.

Section 3: Effective January 1, 1994, new employees will not be entitled to longevity pay.

ARTICLE XIX - 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 Employer's work. The Employer shall not cause any lockout.

Section 2: If either of the parties or if any person violates Section 1 of this Article, 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 Superior Court of New Jersey, Camden County Vicinage.

ARTICLE XX – JOB TITLE DEVELOPMENT

Section 1: If an employee's title is not in the Union, the Union must request in writing, to the Executive Director, that the title be added. The Executive Director will respond within thirty (30) days whether the title can be added and if not, provide the reason(s). If the Union disagrees with the Executive Director's response, the Union may file to PERC for clarification.

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

ARTICLE XXI - 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 law and in violation of provisions of HACC's Personnel Manual, which do not conflict with the provisions herein. Discipline under this Article is defined as a verbal 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 XXII - Grievance Procedures.

Section 4: The Employer shall give written notification to Council 71, and the President of Local 3974, 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.

Section 5: The Union Representative (President, Vice President or Shop Steward) representing the affected 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.

ARTICLE XXII - 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 one (1) hour per day. 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 an abandonment of the grievance if the grievance is later presented. The immediate supervisor shall review the matter with the goal of resolving 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 Human Resource Manager as appropriate, in writing, within five (5) working days after a response from the immediate

supervisor is received. The Human Resource Manager and appropriate managerial staff 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 of the meeting.

Step 3: If the grievance is still not settled, 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 Human Resource Manager is received. 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 of the meeting.

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

Step 5: With regard 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 Employment Relations Commission (PERC) shall be requested by either or both parties to provide a panel of arbitrators; and the HACC and the Union shall make their selection(s) pursuant to PERC's instructions. The arbitrator shall restrict his/her inquiry to the standards established by this agreement only, and his/hr decision shall be final and binding on

the parties, and the arbitrator shall 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.

ARTICLE XXIII - 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.

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 Employer, 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 Employer 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 personnel folder. This statement will not interfere with any future promotional positions.

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.

ARTICLE XXIV - MEMBERSHIP PACKETS

Section 1: 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.

ARTICLE XXV - PRINTING OF THE AGREEMENT

Section 1: The Agreement will be printed by the Union for all employees in a pocket edition. The official Agreement will be the document originally signed by all parties, as well as all copies of the signed original document. The Agreement 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 fifty (50) copies of the printed Agreement to the HACC.

ARTICLE XXVI - 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: Upon the signing of this Agreement, it is agreed that there is herewith created a committee composed of four (4) members from Management and four (4) members of the Union, including the Executive Director, the President of the Union and three (3) other members from each side. The purpose of this committee shall be to discuss employee relations problems of a general nature, in order that understanding and problem solutions, where possible, may occur. These meetings are not intended to bypass the grievance procedures, or to be considered collective negotiations meetings, but are intended as a means of fostering good employee/employer relations through communications between the parties.

Section 4: 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 5: The jurisdiction and authority of the HACC over matters not covered by this Agreement are implied and expressly reserved by the Employer.

Section 6: 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 7: Employees will not be required to participate in the eviction of tenants.

Section 8: All employees responsible for handling money (cash or checks) will be bonded by the HACC at no cost to the employee.

Section 9: The HACC shall set up a telephone chain wherein employees shall be notified of any emergency event that would effect the employee.

Section 10: New employees shall be entitled to all rights and privileges of other employees in accordance with the probationary period, except as specified herein.

Section 11: 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 3974. 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.

ARTICLE XXVII – 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, marital status, political affiliation, Union membership, Union activities, 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 equally 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 which relate to the subject matter of this Agreement 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.

ARTICLE XXVIII - 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 which 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 recommend corrections to the Human Resource Manager of 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 Executive Director or his/her designee.

ARTICLE XXIX – VEHICLES

Section 1: When an employee of the HACC is required to use his/her personally owned automobile in the conduct of the HACC's business as a requirement for employment, the HACC shall reimburse the employee at the State rate for mileage, plus tolls.

Section 2: An employee's vehicle is required to be insured in accordance with New Jersey laws and regulations.

Section 3: Every employee is required to have a valid license to operate a motor vehicle owned or leased by the HACC, and he/she will produce a copy of the license prior to operating any such vehicle. A copy of the license will be maintained on file. The employee must advise HACC if his/her license is revoked or suspended which revocation or suspension will preclude operation of motor vehicles, including any vehicles owned or leased by HACC. Notwithstanding, the HACC may obtain driver's abstracts from the Motor Vehicle Commission.

ARTICLE XXX - TERM OF AGREEMENT

Section 1: This Agreement shall be effective as of the first day of January, 2012, and shall remain in full force and effect until the 31st day of December, 2015. 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 below.

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 12th day of ~~September 2013~~ MARCH 2014 *Tmk 3/5/14*

AFSCME
COUNCIL #71, LOCAL 3974


Mattie Harrell, Executive Director /IVP


President, AFSCME Local 3974

HOUSING AUTHORITY OF THE CITY
OF CAMDEN


Maria Marquez, Ph.D., Executive Director


Thomas Kwartnik, Human Resource Manager

APPENDIX 1

All regularly employed supervisory employees, including but not limited to executive assistant, principal housing manager, senior housing manager, housing manager, assistant housing manager, homemaker service supervisor, tenant selection supervisor, supervising account clerk, senior maintenance repairer, supervising maintenance repairer, boiler supervisor, boiler specialist, and warehouse supervisor.