

AGENDA
 ITEM # 17
 BOARD
 MEETING DATE 12-6-2017

RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE JERSEY CITY HOUSING AUTHORITY (JCHA) AND HOUSING AUTHORITY SUPERVISORS' UNION (HASU) FOR THE THREE YEAR PERIOD OF APRIL 1, 2017 THROUGH MARCH 31, 2020

WHEREAS, the Collective Bargaining Agreement between the Jersey City Housing Authority (JCHA) and Housing Authority Supervisors' Union (HASU) expired on March 31st 2017, and

WHEREAS, JCHA and HASU teams have negotiated in good faith; and,

WHEREAS, the contract settlement reflects the JCHA's efforts to maintain a balance budget; and,

WHEREAS, the JCHA's Salary Range Schedule for HASU titles will be revised to conform with the negotiated contract and all salary increases will be retroactive back to April 1, 2017; and,

WHEREAS, the proposed Collective Bargaining Agreement was ratified by HASU members on November 16th, 2017.

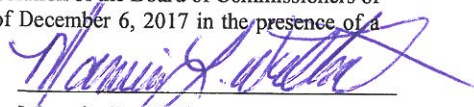
NOW THEREFORE BE IT RESOLVED that JCHA Board of Commissioners approve the attached the Collective Bargaining Agreement between the JCHA and HASU for the three (3) year period of April 1st, 2017 through March 31st, 2020, subject to Labor Counsel Opinion.

DATED: December 6th, 2017

COMMISSIONER Motion 2nd AYE NAY Absent Abstention

H. Fuentes			✓			
R. Jones			✓			
F. Kitchens		✓	✓			
T. Kukla			✓			
Vacant						
A. Abdullah	✓		✓			
R. Mukherji			✓			

I hereby certify that the hereinabove Resolution accurately memorializes the Resolution of the Board of Commissioners of the Housing Authority of the City of Jersey City as presented at its meeting of December 6, 2017 in the presence of a legally binding quorum.


 Marvin L. Walton
 Executive Director/Secretary

SEAL

COPY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JERSEY CITY HOUSING AUTHORITY

AND

HOUSING AUTHORITY SUPERVISORS' UNION

*For the period of
April 1st, 2017 to March 31st, 2020*

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## **PREAMBLE**

This Agreement is made and entered into on this November 16, 2017 between the Housing Authority of the City of Jersey City, hereinafter referred to as the "JCHA" and the Housing Authority Supervisor's Union, hereinafter referred to as "HASU".

This Agreement is made and entered into subject to any applicable State and Federal Laws, the Annual Contributions Contract (ACC) with the Federal Government, Local Ordinances and all attendant rules and regulations.

All provisions of this Agreement shall be applied equally to all present and future employees without discrimination as to race, creed, color, religion, national origin, gender, age, sexual orientation, marital status, physical or mental disability, political affiliation or union affiliation. Both the JCHA and the HASU shall bear equal responsibility for complying with this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The JCHA agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the JCHA or any JCHA representative, against any employee because of Union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended.

HASU recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

## **ARTICLE 1: RECOGNITION**

The JCHA recognizes the HASU as the sole and exclusive representative on behalf of professional and supervisory personnel employed by the JCHA for the purpose of collective negotiations concerning wages, hours of work and other conditions of employment.

Excluded from this unit shall be those employees statutorily excluded by the New Jersey Employee/Employee Relations Act, and those represented in other bargaining units. Included in this unit shall be specific titles in Appendix A.

Whenever new positions are created, the JCHA shall assign to such a unit designation, as appropriate. The JCHA shall inform HASU of such designation to or elimination of positions from this negotiating unit. If requested in writing, the JCHA will discuss such designation with the HASU. In the event the parties cannot reach agreement following such discussions, the dispute may be submitted to the Public Employment Relations Commission (PERC) for resolution consistent with its rules and regulations.

## **ARTICLE 2: MANAGEMENT RIGHTS**

HASU Officials and bargaining unit members recognize that the management of the JCHA is the inherent right and responsibility of the JCHA. Accordingly, the JCHA retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and constitution of the State of New Jersey and of the United States, and by the tenets of the Annual Contributions Contract with the United States Department of Housing and Urban Development.

Subject to the terms of this Agreement and all other applicable laws, it is therefore the right of the JCHA through the corporation, officers, Executive Director and designated representatives to fulfill its responsibilities, which include but are not limited to the following:

- a) Execute the planning, organization, supervising, coordinating, monitoring and evaluation functions necessary to forward the multiple housing and housing related missions of the JCHA; and to do so within the parameters of local, State and Federal laws, rules and regulations as enacted by respective governmental jurisdictions.
- b) Provide organizational, staff, resident and community leadership in the development, rehabilitation, management and maintenance of assisted housing and housing opportunities for lower income families and senior citizens of Jersey City; and to do so in partnership with resident organizations.
- c) Determine, control and exercise discretion over the most effective and efficient organizational structure, methods of production and technology to achieve the housing and related missions of the agency.
- d) Determine organizational staffing levels and designation of titles and positions necessary to maintain the effectiveness and efficiency of JCHA operations.
- e) Select, appoint, discipline, promote, transfer and terminate employees in accordance with JCHA Personnel Policies; reduce the number or type of employees, due to economy and/or efficiency measures or for any other legitimate reason.
- f) Exercise complete control and discretion over the organization and the technology of performing its work.
- g) Advocate, through all appropriate legislative and administrative channels, laws, rules, policies, programs and practices that will forward the JCHA's missions and mandates.
- h) Establish and enforce reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and Local, State and Federal Law.

It is further acknowledged that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the JCHA, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent to which such specific and express terms are in conformance with the Constitution and Laws of New Jersey and the United States.

### **ARTICLE 3: PROBATIONARY PERIOD**

- 3.1 All newly hired full or part-time employees shall serve a ninety-day Probationary Period during which time their work performance, attendance, promptness, conduct as a public employee and general suitability for JCHA employment shall be monitored and evaluated in writing.
- 3.2 An employee who satisfactorily completes the Probationary Period shall be informed in writing of the attainment of regular employment status with full (or in the case of part-time employees, pro-rated) benefits and privileges, in accordance with the JCHA's Personnel Policies and this Agreement.

A Department Director may, in consultation with the Human Resources Director, extend probation of an employee for up to an additional ninety-day period. If this occurs, the employee must be notified in writing of the circumstances supporting the extension, length of the extension, and

specific areas of improvement needed to successfully complete the probationary period (if applicable).

- 3.3 At any time during the ninety-day Probationary Period, the JCHA may discharge the employee for “good cause”, at the discretion of the Department Director and subject to the approval of the Human Resources Director. Any employee hired after April 1st, 2008 will be an employee “at will” during his/her probationary period, which means that “good cause” for termination is not required.
- 3.4 As a temporary employee, matters pertaining to discipline and discharge shall not be subject to the grievance and arbitration provisions of this Agreement.
- 3.5 An employee serving a probationary period for a promotion will not receive the promotional increase until he/she has successfully completed the probationary period, at which time the increase will be retroactive to the date of promotion.
- 3.6 Probationary Period employees are not eligible for overtime assignments nor do they accumulate or are entitled to take paid vacation, personal business, sick or funeral leave during the ninety-day Probationary Period. Upon successful completion of the probationary period, the employee is credited with vacation, personal business and sick leave days retroactive to the initial employment date. Conversely, probationary employees are entitled to time off with pay, for JCHA approved Holidays, Military Leave, and Jury Duty.

#### **ARTICLE 4: HOURS OF WORK**

##### **4.1 Regular Schedule**

The regularly scheduled workweek shall consist of 35 working hours per week (not including one-hour lunch period/per day), Monday through Friday, 9:00 a.m. to 5:00 p.m. for all full-time employees.

##### **4.2 Flexible Time:**

The regular schedule described above may be changed as follows:

- a) The employee’s immediate supervisor must approve any daily and/or weekly schedule in advance and in accordance with work requirements and assignments.
- b) The employee must work at least five days within one pay week, defined as Saturday through Friday, but can be scheduled to work any five days (e.g., Tuesday through Saturday).
- c) The employee must work or charge 35 hours within one pay week, defined as Saturday through Friday. The employee cannot work a “four-day week”; each of the five days must have at least 3.5 hours worked or charged to leave balances). Subject to supervisory approval, employees may flex-time within a two (2) week pay period for hours worked in excess of 35 hours within one pay week, subject to supervisory approval.

##### **4.3 Staggered Hours due to Pulaski Skyway Closure**

Employees will be allowed to work one of the following staggered schedules in order to avoid traffic problems connected with the Pulaski Skyway Closure.

8:00AM to 4:00PM

8:30AM – 4:30PM

9:00AM – 5:00PM

9:30AM – 5:30PM

10:00AM – 6:00PM

Any change in an employee's hourly schedule will be subject to his/her supervisor's approval. Any change in an employee's hourly schedule is not to be construed as "flex-time"; once the employee receives supervisor's approval to change his/her schedule, the employee must maintain a consistent schedule. The staggered hours permitted by this Agreement will automatically expire upon the re-opening of the Pulaski Skyway should the Skyway reopen prior to the expiration of this contract.

#### **4.4 Lunch Hour**

HASU employees shall receive one hour for lunch. Employees no longer need to clock in and out for lunch. (Note: This change is minor extension of overall flextime options intended to offer greater flexibility to better handle increasing responsibilities).

Should a HASU employee skip lunch, the employee is not permitted to use that hour as the last hour of work. (Example: An employee who normally works 9 to 5 and who skips lunch and leaves at 4:00 P.M. will have to charge PBD or vacation to the last hour scheduled (4:00 to 5:00 P.M.).

#### **4.5 Overtime**

- a) JCHA and HASU agreed that overtime is not a common practice for managerial level employees; however, situations occur wherein an employee is required for either administrative or emergency purposes to work well in excess of their routine schedule.
- b) If HASU employees are required to work on a holiday and/or Saturday or Sunday, the practice of compensation at straight time will continue. If HASU employees, below the level of Department Director, are required to work three or more consecutive hours in excess of regular hours during the week, they will be compensated at straight time.
- c) Working through lunch hours is not compensated, nor counted toward any compensation eligibility.
- d) This provision also does not apply to an employee simply "catching up" on regular work. It only applies to pre-approved assignments to address emergency situations (e.g. blizzards, power failures, etc.) or pre-approved administrative priorities (e.g., grant applications, series of resident meetings, etc.). It is further agreed to continue the requirement that all compensated extra hours worked, as defined under this provision, must be pre-authorized by the Executive Director or his/her designees (limited to Department Directors).

#### **4.6 Hourly Employee**

HASU agrees to allow the JCHA to employ "hourly/no benefits" employees when efficient and economical. The JCHA may not convert any existing position from a regular or part-time status to an "hourly" status. When a new "hourly" position is posted, the status will be indicated on the posting.

#### **4.7: SNOW DAYS**

The JCHA agrees to permit employees to make up time lost for absences on snow days when the Governor of New Jersey declares a State of Emergency. In order for the "make-up" time to be eligible under this provision, the employee must make up the time within the two weeks immediately following the declared State of Emergency.

## ARTICLE 5: WAGES AND SALARY RANGES

### 5.1 Salary Increases

*For 1<sup>st</sup> contract year - period of April 1, 2017 through March 31, 2018:*

Implement performance-based salary increases to be calculated on employees' March 31, 2017 salary to be paid within 60 days from ratification date retroactive to April 1, 2017.

Outstanding Evaluation Rating: 2.0% salary increase\*

Above Average Evaluation Rating: 1.5% salary increase

Satisfactory Evaluation Rating: 1.0% salary increase

Fair or Unsatisfactory Evaluation Rating: 0% salary increase

*For 2<sup>nd</sup> contract year - period April 1, 2018 through March 31, 2019:*

Implement performance-based salary increases to be calculated on employees' March 31, 2018 salary effective April 1<sup>st</sup>, 2018 to be paid in May, 2018.

Outstanding Evaluation Rating: 2.0% salary increase\*

Above Average Evaluation Rating: 1.5% salary increase

Satisfactory Evaluation Rating: 1.0% salary increase

Fair or Unsatisfactory Evaluation Rating: 0% salary increase

*For 3<sup>rd</sup> contract year - period April 1, 2019 through March 31, 2020:*

Implement performance-based salary increases to be calculated on employees' March 31, 2019 salary effective April 1<sup>st</sup>, 2019 to be paid in May, 2019.

Outstanding Evaluation Rating: 2.0% salary increase\*

Above Average Evaluation Rating: 1.5% salary increase

Satisfactory Evaluation Rating: 1.0% salary increase

Fair or Unsatisfactory Evaluation Rating: 0% salary increase

\*Employees who receive an "Outstanding" evaluation rating will also receive a paid "day off" on his/her birthday beginning on April 1<sup>st</sup>, 2017, or a day within the birthday's month, if the actual birthday falls on a Saturday, Sunday or holiday, or if there is scheduling problems.

Note: An employee must be employed at the JCHA as of March 31<sup>st</sup>, of the respective year in order to be eligible for the raise; if an employee is on extended sick leave, (defined as six weeks or more of sick leave, unpaid leave, or workers compensation), he/she will receive the salary increase upon return to active employment.

### 5.2 Salary Range Increases

The JCHA agrees to increase maximums by the amount of the negotiated salary increases for the first, second and third contract years; any additional increases of salary maximum continue to be at the discretion of Executive Director.



### **5.3 Title Equity: Salary and Salary Range Adjustments**

Grant "Title Equity" salary adjustments up to \$2,500 in any given year. If the salary adjustment is to compensate for a permanent increase in relative title responsibilities, the salary adjustment will be made on the then current year; the adjustment will be in the form of a bonus in-lieu-of salary adjustment. (Note: "Title Equity" salary adjustments are not to be given simply for excellent performance within given title responsibilities; such performance is addressed through annual performance salary increases.)

### **5.4 Substitute Pay:**

An employee may be assigned to temporarily work in a title one or more levels higher, or may be assigned to substitute for an absent employee in a higher title and will be eligible for a salary increase, as per the following:

- a) He/she will receive a salary increase for the period of time of either a) \$25 per week/per level or the difference between his/her salary and the minimum salary of the higher title, whichever is greater, pro-rated on a weekly basis.
- b) The employee's adjusted salary must be within the Salary Range of the higher title, i.e., no less than the Minimum or more than the Maximum.
- c) Upon return of the "absent" employee or elimination of the need for the substitute level of work, all employees return to their original positions, title, salary and range.

### **5.5 Wage Payments**

All HASU employees are required to authorize "direct deposit" for their paychecks. Payroll statements will be distributed bi-weekly on Friday mornings.

### **5.6 Performance Evaluations:**

HASU will draft language to ensure that performance evaluations, which are applied to salary increases as described above, and in promotions and layoffs, are completed in a fair and objective manner, at least once per year, and that the employee has the right to review and discuss the evaluation and submit comments as part of his/her official record.

An employee serving a probationary period for a promotion will not receive the promotional increase until he/she has successfully completed the probationary period, at which time the increase will be retroactive to the date of promotion.

## **ARTICLE 6: PAID LEAVE OF ABSENCES**

All HASU employees (except as noted in "b" below) are eligible for the following paid leaves of absence:

### **6.1 Vacation**

- a) Employees shall be entitled to the following Vacation Allowances:

|                                            |                 |
|--------------------------------------------|-----------------|
| Up to the end of the 1 <sup>st</sup> year: | 1 Day per Month |
| 13 to 48 Months:                           | 17 Working Days |
| 49 to 108 Months:                          | 20 Working Days |
| 109 to 168 Months:                         | 25 Working Days |
| 169 Months and Over:                       | 30 Working Days |

- b) Employees hired after January 10, 2006 will receive 15 days per year of (combined) vacation and personal leave. (Employees rehired within 1 year are considered to be “existing employees”).
- c) An employee earns vacation leave at the end of every quarter based on his/her length of service as specified above; an employee may not use vacation until it has been earned.
- d) Limits for vacation shall be eliminated for accrual purposes, but retained and applied strictly to payment upon separation of employment, at a maximum of two years accrual (e.g., maximum of 40 days for employees who earn 20 days per year, ... maximum of sixty days for employees who earn 30 days per year etc.). An employee will be paid for any unused vacation leave that has been accumulated within the parameters of the above terms, subject to the two-year maximum described above, when his/her employment is terminated for any reason.
- e) Additionally, so as to preclude an employee from simply “running out” his/her vacation accruals prior to departure, consecutive vacation is limited to four weeks, after which the employee must either return to work for at least  $\frac{1}{4}$  of a year or terminate his/her employment.
- f) An employee must request, in writing, from his/her supervisor, permission to use vacation leave at least two weeks in advance.
- g) In order to afford all employees, the opportunity to take some vacation during preferred seasons (i.e., summer and holidays) an employee may request a maximum of three weeks vacation leave at any one time; exceptions may be granted for unavoidable and good reasons and when sufficient coverage is maintained.
- h) Employees shall be notified of vacation leave balances twice each year (i.e. on the payday nearest 4/15 and 10/15, reflecting balances as of 3/31 and 9/30 respectively.)

## 6.2 Funeral Leave

- a) In the event of death in the family of an employee, the employee shall be granted funeral leave with pay, in accordance with the following:
  - For the immediate family of an employee, i.e., father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, sister, brother or domestic partner (as defined by NJ State certification), the employee shall be granted time off, in connection with the death, not to exceed five (5) days.
  - For other family members of an employee, i.e., son-in-law, daughter-in-law, sister-in-law and brother-in-law, the employee shall be granted time off for a period of two (2) days.
  - A maximum of 15 days a year is applied to Funeral Leave, in addition to the five and two-day maximums based on familial relationship.
- b) An employee must report such an absence to his/her immediate supervisor as soon as possible and must indicate when he/she will return to work.
- c) Leave shall be temporarily charged to the employees' vacation or personal business day accruals until such time as the employee submits to the Payroll Division written verification of death and employee's relationship to the deceased. Time off from work due to death in an employee's family shall not be charged against the employee's sick leave.

### 6.3 Personal Business Days

- a) All employees (except as noted below) shall be entitled to four (4) personal business days per year. Personal leave is accrued at the rate of one day per quarter; the leave is available for use at the end of the quarter in which it is earned.
- b) Personal leave shall be applied for at least five (5) days prior to the date that the employee wishes off, subject to the approval of the supervisor, except in cases of emergency whereby this five (5) day waiting period is waived. The employee shall be required to identify the nature of the emergency to either the direct or indirect supervisor, or to an appropriate Department Director.
- c) The JCHA and the HASU agree that the limits for personal business shall be eliminated for accrual purposes, but retained and applied strictly to payment upon separation of employment, at a maximum of thirty (30) days. An employee will be paid for any unused personal leave not to exceed thirty (30) days that has accumulated pursuant to the above terms when his/her employment is terminated for any reason.
- d) Employees hired after January 10, 2006 will receive 15 days per year of (combined) vacation and personal leave. Employees rehired within one year are considered to be "existing employees".

### 6.4 Court Leave

An employee absent in compliance with the requirements of a summons for Jury Duty or Housing Authority business shall suffer no loss of pay provided that the confirmation of attendance from the court indicating dates served is presented as evidence to the Department Director or his/her designee within one week of the conclusion of service.

- a) An employee, while on Jury Duty, is required to report to work if he/she is not scheduled to report for jury duty on any given day.
- b) Court leave will be charged to employee's accrued vacation or personal leave until such time as verification of service is submitted to the Payroll Division.

### 6.5 Sick Leave

- a) All employees shall be entitled to one (1) working day for each month of the first calendar year of employment, and fifteen (15) working days in each calendar year thereafter.
- b) Sick leave may be requested by an employee, when he/she is unable to perform work by reason of personal illness or injury, exposure to contagious disease, or (for a reasonable period of time), for the care of a seriously ill member of the employee's immediate family.
- c) If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those working conditions where notices must be made prior to the employee's starting time. If the employee is not able to contact his/her immediate supervisor, he/she must call the indirect or higher supervisor; the employee must make such calls until he/she contacts a higher supervisor. (Leaving a message with a fellow worker who is not a supervisor is not acceptable.)
- d) Failure to notify the supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- e) Absence without notice for five (5) consecutive days shall constitute a "resignation not in \*good standing".
- f) An employee who has been absence on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence identifying and substantiating the illness.

If an employee is on sick leave for the purpose of caring of a seriously ill member of his/her immediate family, he/she is also required to submit acceptable medical evidence identifying and substantiating the illness of the family member and the need for the employee to be absent in order to care for the sick family member.

- g) An employee who is absent for an extended period of time is required to provide the JCHA with a written medical report of his/her condition, once a month, unless otherwise requested by your supervisor.
- h) The JCHA may require proof of illness of an employee on sick leave whenever the requirement seems reasonable. In the case of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required of the employee returning to work.
- i) The JCHA may require an employee who has been absent from work because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the employer, by a physician designated by the JCHA. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return to work will not jeopardize the health of other employees.
- j) Abuse of sick leave shall be cause for disciplinary action. The JCHA's Policy, "Attendance and Promptness Policy Standards and Evaluation Rating System" outlines in detail the responses and consequences of unsatisfactory attendance and promptness.
- k) A supervisor may request that an employee submit an adequate doctor's note when he/she is absent on Monday, Friday or day before or after a holiday, if the supervisor suspects abuse of sick leave.

#### **6.6 Military Service**

An employee who is required to undergo military field training or to attend service school for a period of two (2) weeks or less shall be granted a military leave of absence with pay, subject to receipt of military orders.

#### **6.7 Paid Leave for Part-Time Employees**

All regular part-time employees are eligible for all paid leaves of absence provided above on a pro-rated basis, and are subject to all attendant rules and regulations.

#### **6.8 Paid Leave for Probationary Employees**

Probationary employees earn Vacation, Sick and Personal Business Days from the date of hire, but do not accrue (get credit for and use of) such leave until after they pass their 90-day (or extended) probationary period. If the employee is terminated prior to passing the probationary period, the JCHA does not owe any time. If the employee passes the probationary period, he/she will get full credit for time on probation.

### **ARTICLE 7: UNPAID LEAVES OF ABSENCE**

Unpaid Family Leave is available to employees, who meet the criteria listed below, to care for a newborn or adopted child or to care for the employee's seriously ill spouse, child or parent (including a foster, step, adopted or in-law relationship), who is mentally or physically incapable of self-help or a Medical Leave of Absence due to the employee's own serious health condition, defined as an illness, injury, and impairment or physical or mental condition which requires inpatient or continuous out-patient treatment

### **7.1 Eligibility**

In order to be eligible for an Unpaid Family or Medical Leave of Absence, for up to three (3) months, the employee must meet the following requirements:

- a) An employee must have worked for at least one full year.
- b) An employee must have "Good Standing" status, which is defined to mean that no Time and Attendance failure or recent disciplinary actions have occurred within the prior six-month period; (if there are pending disciplinary charges and those charges are dismissed, the employee will become eligible for the Unpaid Leave of Absence).
- c) An employee must commit that he/she intends to return to work after the approved Unpaid Leave of Absence has been completed and the JCHA must find the commitment to be a reasonable representation.

### **7.2 Amount of Leave**

An employee, who has worked for at least one full year for 1,000 hours or more (which is approximately 20 hours per week), may take up to twelve (12) weeks of Unpaid Family and/or Medical Leave from work during any twelve (12) month period.

To be eligible for this lesser benefit, the employee need not be in "Good Standing".

### **7.3 Continuation of Benefits**

A full-time employee, who is granted an Unpaid Leave under #1 or 2 above, will continue to be covered by any insurance plans in effect at the time of the leave. This includes medical, dental, eyeglass, prescription and life insurance plans, during the period of approved Unpaid Leave, for up to a six-month period.

A part-time employee is not eligible for continuation for benefits, unless the part-time employee has been paying the pro-rated portion of benefit premiums. In such a case, the JCHA and the employee will continue to pay the respective pro-rated portions during the Unpaid Leave.

### **7.4 Return to Work Guarantee**

An eligible employee, who is granted any approved Family or Medical Leave under this contract clause, will be reinstated to the same or equivalent position with comparable benefits and pay held prior to the Leave being taken, upon his/her turn to active employment.

## **ARTICLE 8: HOLIDAY SCHEDULES**

The JCHA and HASU agree to the following union contract provisions governing paid holiday schedules and pay rate rules.

### **8.1 Paid Holiday Schedule**

The following days shall be paid holidays: New Year's Day, Dr. Martin Luther King's Birthday, President's Day (i.e., 3<sup>rd</sup> Monday in February), Good Friday, Memorial, Independence and Labor Day, General Election Days (i.e., the 1<sup>st</sup> Tuesday after the 1<sup>st</sup> Monday in November), Columbus and Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Also, when the Christmas and New Year holidays fall on a Tuesday, Wednesday, Thursday or Friday, Christmas Eve and New Year's Eve will each be a half-day holiday.

- 8.2 Should the federal government officially designate any other special day a national holiday, the day will also be observed by the JCHA.
- 8.3 When the above holidays fall on a Saturday, the holiday will be celebrated on the immediately previous Friday. When the above Holidays fall on a Sunday, the holiday will be celebrated on the immediately following Monday.
- 8.4 When the federal government so determines, some of the above holidays will be celebrated on a day other than the formal date of the celebrated day, usually on a Monday.
- 8.5 Paid Holiday Eligibility**
- a) Regularly scheduled, active, full-time HASU employee/members are eligible to be paid one-day's, regular, straight time pay for all scheduled holidays.
  - b) Regularly scheduled, active, part-time HASU employee/members are eligible to be paid a pro-ration of regular, straight time pay, equivalent to the portion of normally scheduled work time, for all scheduled holidays.
  - c) Employees who are on an approved, unpaid Leave of Absence, or have applied for or are receiving NJ State Disability, are not eligible for paid holidays.
  - d) If a holiday falls within an employee's scheduled vacation, the employee shall be paid the above described holiday pay, and not have the scheduled vacation day charged to his or her vacation accrual time.

## **ARTICLE 9: MEDICAL AND INSURANCE PLANS**

The JCHA and HASU agree to provide medical and health insurance plans to eligible employees. The agreed upon insurance plans include: Health and Hospitalization Insurance, Prescription Plan, Dental and Eyeglass Plans, mandatory Health Insurance for Retirees, Worker's Compensation and Temporary Disability Insurance. Governing rules are as follows:

### **9.1 Health & Hospitalization Insurance**

- a) The JCHA agrees to provide a medical and hospitalization plan – currently a Health Maintenance Organizations (HMO), or Point of Service (POS) – offered by the New Jersey State Health Benefits Program (NJ-SHBP) to cover all employees, eligible spouses, domestic partners (as defined by NJ State law) and their eligible dependents, subject to the provisions of the NJ-SHBP.
- b) Employee Contributions: All HASU employees will contribute, through a payroll deduction, the state-mandated contribution for medical premiums based on the employee's chosen plan, family coverage and salary tier, as established by New Jersey State law, and in accordance with NJ-SHBP rules and regulations.
- c) Eligibility: Eligibility is limited to employees who work at least twenty (20) hours per week. Eligible dependents include the employee's spouse and unmarried children up to the age of twenty-six (26) who live with the employee in a regular parent-child relationship. Current federal regulations extend "children" coverage to unmarried children up to the age of twenty-six (26).
- d) Coverage for part-time employees: Participation in JCHA medical insurance plans by part-time employees, who work a minimum of twenty (20) regularly scheduled hours per week, is optional. If the employee elects to enroll in one of the medical insurance plans, he/she must

pay the difference between the pro-rated portion (based on hours worked) of the premiums and the actual premium costs, through a payroll deduction.

- e) Waiting period for Probationary Employees: For new employees, Health Insurance coverage begins on the 1st day following two months of employment, in accordance with the New Jersey State Health Benefits System.

## 9.2 Dental Insurance

- a) The JCHA agrees to provide dental insurance, through JCHA procurement procedures, for all eligible HASU employees and their eligible dependents for a maximum benefit amount of \$3,000. Note: The current contract with Delta Dental provides the employee a choice between the "Preferred Plan" and the "Premier Plan", as per the following:
  - *Preferred Plan:* The JCHA pays the full premium for each eligible employee, per month. This benefit is provided at no cost to the employee. Under this plan, the employee may choose a participating dentist to render the necessary services. Participating dentists will be paid directly by Delta, to the extent covered by the contract. If the employee chooses a non-participating dentist, the dentist will bill the patient directly, and Delta will make payment to the employee.
  - *Premier Plan:* The JCHA pays \$58.70 of the premium cost of \$66.84 per employee, per month. The employee, through bi-weekly payroll deductions, contributes \$8.14 per month, the premium difference between "Preferred" and "Premier". Under this plan, the employee may choose any fully licensed dentist to render the necessary services, who may bill the patient directly, and Delta will make payment to the employee.
- b) Eligibility: The JCHA agrees to pay the premium costs listed above for dental insurance coverage for eligible full-time employees and their eligible dependents. Eligibility is limited to employees who work at least thirty (30) hours per week. Eligible dependents include the employee's spouse and unmarried children up to the age of twenty-six (26), who live with the employee in a regular parent-child relationship.
- c) Coverage for Part-Time Employees: Participation in JCHA Dental plans by part-time employees, who work a minimum of thirty (30) regularly scheduled hours per week is optional. If the employee elects to enroll in one of the dental plan options, he/she must pay the difference between the pro-rated portion (based on hours worked) of the premiums and the actual premium costs, through a payroll deduction. Part-time employees working less than thirty (30) regularly scheduled hours per week are ineligible for dental plan coverage.
- d) Coverage for Probationary Employees: For new employees, Dental insurance coverage begins on the 1st of the month immediately following successful completion of the employee's 90-day probationary period. Should the standard 90-day probationary be extended, insurance coverage will be equivalently delayed accordingly.

## 9.3 Eyeglass Plan

Full-time employees hired before January 10<sup>th</sup>, 2006 are eligible for an annual flat payment as an "eyeglass benefit" paid in May. "Full time" is defined as working 30 hours per week or more. An employee rehired within one year is not considered a "new" employee.

For the contract year 2017 – 2020:

- The eyeglass benefit for first, second and third contract years will be \$250.00 and paid in May of each contract year.

#### 9.4 Prescription Insurance Plan

The JCHA agrees to provide a prescription insurance plan, through JCHA procurement procedures, for all eligible HASU employee/members and their eligible dependents.

- a) Due to the rising costs of premiums for health-related benefits, the JCHA and HASU agreed to share increases in prescription premium payments. Accordingly, the JCHA will be responsible for 50% of the premium increase and the HASU employee shall pay the remaining 50% through a payroll deduction.
- b) Subsequent premium cost increases (or decreases) will continue to be shared equally at 50% by HASU employee and the JCHA, for the term of this collective bargaining agreement. If the actual expenses paid by the JCHA for prescription coverage does not reach the "budgeted amount" in any year, that difference will be applied to the calculation to determine the employee's 50% contribution of any increase in premiums for the following year.
- c) Under the current plan, the employee co-payment is \$7.00 for generic drugs and \$15.00 for brand-name drugs, with no annual per family maximum. The prescription plan features a mail-order service, which allows employees who are on maintenance medication to obtain a 90-day drug supply via mail for a single co-payment of \$5.00 for generic, \$10.00 for brand-name (versus a maximum of 30-day drug supply at the pharmacy).

HASU agrees that the JCHA can change the current medical insurance plans provided by the NJ Health Benefits Program to include a prescription component in order to realize savings in premiums for both the employees and JCHA. The current employee contribution toward the prescription plan premium will stop if and when the prescription and medical premiums are combined, since employees would then contribute to the combined medical/prescription plan premiums. (Note: ISWA has not yet agreed to change to state plans w/prescription; up to and until ISWA agrees to change the plans, the JCHA is continuing to provide third-party prescription insurance and employees continue to pay the "50% of the difference in increased premiums".

- d) *Eligibility:* Eligibility is limited to employees who work at least thirty (30) hours per week. Eligible dependents include the employee's spouse and unmarried children up to the age of twenty-three (23), who live with the employee in a regular parent-child relationship.
- e) *Part-Time Employees:* Part-time employees working less than twenty-five (25) regularly scheduled hours per week are ineligible for prescription plan coverage.
- f) *Probationary Employees:* For new employees, prescription plan coverage begins on the 1<sup>st</sup> of the month immediately following successful completion of the employee's probationary period. Should the standard three-month probationary period be extended, prescription coverage will be equivalently delayed.

#### 9.5 Medical and Prescription Insurance for Retirees

The JCHA agrees to pay the premium costs of providing continued medical and prescription insurance for a) retirees with 25 or more years of service credit in the pension fund, and who have worked for the JCHA for at least 15 of the 25 years, and for b) retirees on a disability pension based on fewer years of service credit, in accordance with the Public Employees Retirement System (PERS) guidelines, under the Retired Group of the NJ-SHBP. Eligible dependents of these retirees are also covered under this benefit. Retirees, who are eligible for Medicare coverage by reason of age or disability, and are enrolled in Medicare Parts A & B, are entitled to reimbursement of Part B Medicare premiums.

#### 9.6 Worker's Compensation Insurance



The JCHA shall provide Worker's Compensation Insurance for all employees, who are absent from work as a result of a job-related injury. The JCHA, in accordance with Worker's Compensation regulations, shall pay an amount equal to the benefits provided under worker's compensation rules on regular JCHA paydays. Accordingly:

The employee shall receive 66 2/3% of his/her salary for injury cases requiring authorized absence from work of one to six days, excluding the date of injury.

The employee shall receive 70% of his/her salary for injury cases requiring authorized absence from work of more than six days, excluding the date of injury.

HASU agrees to revise the current workers compensation plan to include establishing "light duty" when appropriate, and at the option of the JCHA, subject to discussions with the insurance carrier for the plan.

### **9.7 Temporary Disability Insurance**

The JCHA shall provide Temporary Disability Insurance Coverage for all employees in accordance with the State of New Jersey Temporary Disability Insurance Program. State disability payments are issued for a maximum of twenty-six (26) weeks for extended work time lost because of accident, illness, or injury that is not job-related. It is the responsibility of the employee, eligible for this benefit, to file a claim within 30 days of the beginning of the disability. Benefits may be denied or reduced if the claim is filed late.

### **9.8 Deferred Compensation Plan**

The JCHA will implement and administer, through payroll deductions, a deferred compensation plan, in accordance with applicable procurement rules. The plan will be voluntary for HASU employees, and will not include any employer contribution.

## **ARTICLE 10: VEHICLE REIMBURSEMENT**

Any HASU employee who is requested by the JCHA, in writing, to use his/her personal vehicle, as per the referenced categories will be eligible for reimbursement, as stated below, effective April 1, 2017 through March 31<sup>st</sup>, 2020:

- 10.1 *Category One:* Employees authorized to use their personal vehicles for JCHA business on a daily basis, who average 4,000 or more miles per year of job-related travel shall be paid a vehicle use reimbursement allowance of \$2,883 per year, paid semi-annually on or about April 1<sup>st</sup> and October 1<sup>st</sup>. Employees paid under this category are ineligible for individual mileage reimbursement.
- 10.2 *Category Two:* Employees authorized to use their personal vehicles for JCHA business on a daily basis, who average 2,000 and 3,994 miles per year of job-related travel shall be paid a vehicle use reimbursement allowance of \$2,106 per year, paid semi-annually on or about April 1<sup>st</sup> and October 1<sup>st</sup>. Employees paid under this category are ineligible for individual mileage reimbursement.
- 10.3 *Category Three:* Employees authorized to use their personal vehicles for JCHA business on a daily basis, who average between 500 and 1,994 miles per year of job-related travel shall be paid a vehicle use reimbursement allowance of \$1,328 per year, paid semi-annually on or about April 1<sup>st</sup> and October 1<sup>st</sup>. Employees paid under this category are ineligible for individual mileage reimbursement.
- 10.4 *Category Four:* Employees authorized to use their personal vehicles on a sporadic basis for JCHA business, and who submit approved voucher sheets, shall be reimbursed at the federal mileage rate. This rate will automatically increase as per any future increases in the federal mileage rate.

**10.5 JCHA-Owned Vehicles:** For designated HASU employees, the JCHA provides a vehicle for his/her use. The employee is expected to be “on call” at all times, i.e., is expected to get to wherever he/she is needed upon demand of the situation or the supervisor.

#### **10.6 Probationary Employees**

Newly hired HASU employees required to use their personal vehicles for work purposes will be required to submit mileage sheets for the first ninety-days of their employment for reimbursement @.50/mile. Upon successful completion of their probationary period, the supervisor will designate the appropriate category and the employee will be issued a pro-rated reimbursement for the remainder of the semi-annual period.

### **ARTICLE 11: UNIFORM & SAFETY EQUIPMENT ALLOWANCE**

The JCHA agrees to provide an annual Safety and Protective Equipment Allowance, on or about April 1<sup>st</sup> of each contract year, to the following designated employees: Inspectors, Architects and Asset Managers in the amount of \$100.00 per year.

### **ARTICLE 12: PROMOTIONAL OPPORTUNITIES AND RULES**

The JCHA and HASU have agreed to the following rules governing JCHA promotional opportunities:

#### **12.1 Job Postings**

JCHA promotional job openings shall be posted throughout JCHA offices for a minimum of five (5) working days. The posting will include a description of the duties and responsibilities, qualification requirements, departmental and/or site location, salary range, hours of work, and the deadline for expressing interest.

#### **12.2 Order of Preference**

Resumes/Bids/Applications for JCHA job openings will be considered in the following preference order. First preference shall be given to qualified JCHA employees. Second preference will be given to qualified JCHA Graduating Interns. Fourth preference will be given to qualified JCHA residents. Fifth preference will be given to other qualified applicants.

#### **12.3 JCHA Employee Eligibility**

In order for JCHA employees to be eligible for JCHA promotional job openings, he/she must meet all the qualifications and requirements of the promotional position, including educational and work experience, licenses and/or certifications, as required, and be an employee “in good standing”.

An employee “in good standing” is an employee who does not have any pending disciplinary action, nor has been subject to any disciplinary action within a reasonable time prior to the job posting. The JCHA agrees to limit the application of disciplinary action when an employee bids for a promotion as follows:

*Written warning* – employee is ineligible for a promotion for 6 months after the written warning;

*One to two suspension days* – employee is ineligible for a promotion for 1 year after the suspension, and

*Four+ suspension days* – employee is ineligible for a promotion for 2 years after the suspension.

#### **12.4 Promotional Appointment Basis**

Within these preference and eligibility rules, promotional appointments are based upon performance in the past and current work, demonstrated ability to accept and achieve greater responsibilities, supervisory capabilities, demonstrated skills, ability to work in concert with supervisors, peers and subordinates, educational and training achievements, licenses (if applicable) and factors reasonably related to the applicant's potential to successfully perform the responsibilities of the prospective position.

Among equally qualified applicants, preference is then given according to seniority in title and then according to seniority in employment.

### **ARTICLE 13: DISCIPLINE**

The JCHA and HASU agree that the discipline of an employee shall be imposed only for "good cause". Both Parties further agree to mutually support all efforts to resolve disciplinary problems, either formally or informally, within a reasonable timeframe; to promote progressive disciplinary measures; to ensure that all employees are treated as consistently and fairly as possible; and to adhere to due process considerations, as outlined in the JCHA's Personnel Policies re: Disciplinary Procedures.

#### **13.1 General Causes for Disciplinary Action**

Corrective disciplinary action may be initiated for any circumstance amounting to "good cause" due to employment related problems to include, but not limited to: unsatisfactory performance (to include: inability, inefficiency or failure to properly perform job duties and responsibilities); insubordination; sleeping on the job; violation of law; failure to adhere to JCHA policies, procedures, rules and regulations; dishonesty, theft, misuse of public funds, property, time and/or equipment; fighting on the job; acts endangering oneself and/or others; excessive absenteeism or lateness; falsification or alteration of JCHA records; disclosure of confidential information; conviction of a crime; conduct unbecoming a public employee; and failure to comply with the terms and conditions of continued employment.

#### **13.2 Types of Discipline**

Progressive disciplinary measures may include: oral or written reprimand, suspension from work without pay, voluntary reduction of accrued vacation or personal business days (in-lieu-of suspension from work without pay), restitution of public funds or property\*, demotion or termination.

The use of restitution as a disciplinary action option shall be restricted to disciplinary charges that have been sustained and those, which specifically involve the misuse of JCHA time, equipment, property or theft for personal monetary gain. The employee shall be required to make restitution in an amount equal to the monies improperly attained via personal check or money order or through a voluntary payroll deduction.

Specific examples include but are limited to: receipt of payment for services provided to a resident or 3<sup>rd</sup> party on JCHA time and/or with JCHA equipment or supplies; unauthorized use of JCHA and/or resident telephones; misuse of JCHA-issued gas or telephone credit cards; and, theft of JCHA equipment, tools, supplies, etc.

#### **13.3 Exceptions to Disciplinary Process**

The noted exceptions to this progressive disciplinary process involve aggravated situations that require the "on the spot" suspension of an employee. Specific examples warranting such action include, but are not limited to the following:

- a) Management determines that the employee is unfit for immediate duty and/or is a hazard to him/her self, co-workers and and/or residents, if permitted to remain on the job and/or job site.
- b) Management determines that the employee represents a direct threat to the safety, health, order or the effective operations of the JCHA and/or related services.
- c) Management is advised that an employee has been charged with the crime on or off the job.

## **ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURES**

### **14.1 Purpose**

The purpose of the Grievance Procedure is to secure, at the lowest level, an equitable solution to the problems which may arise affecting the terms and conditions of the Agreement and to resolve such grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure shall be kept as informal as may be appropriate.

### **14.2 Definition**

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, HASU or the JCHA.

### **14.3 Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

No employee within the bargaining unit shall have the right to discuss or resolve any grievance without the presence of a HASU representative, whether such employee is a member or non-member of HASU.

The JCHA should give reasonable notice to HASU of the date and time of any employee-supervisor meeting to be held for the purpose of resolving a grievance or pending disciplinary action; HASU attendance at the meeting should not disrupt operations. The JCHA cannot guarantee the presence of a Union representative; once reasonable notice is given regarding the meeting, the JCHA has met its obligation under this clause. (Note: This is not intended to interfere with, reduce, restrict or prohibit routine communications, directives, inquiries or exchanges between the JCHA's supervisors and respective subordinates.)

#### *a) Step One: Immediate Supervisor*

An aggrieved employee shall institute action under the provisions hereof within 30 calendar days of the occurrence of the grievance, or 30 calendar days from the time when the employee becomes aware of the action, and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally: a union representative should be present at the meeting.

#### *b) Step Two: Department Director*

In the event the grievance is not settled through Step One, the same shall be reduced to writing on the official HASU Grievance Form, signed by the aggrieved and filed with the Department Director or his/her designee within five (5) working days following the determination by the immediate supervisor. The Department Director or his/her designee shall render a decision in writing within

five (5) working days from receipt of the grievance. If the Department Director or his/her designee fails to respond within the stated (5) working days, the grievance shall go to the next step.

*c) Step Three: Executive Director*

In the event the grievance has not been resolved through Step Two, then within five (5) working days following determination by the Department Director or his/her designee, the matter may be submitted, in writing, on an official HASU grievance form to the Executive Director or designee. In the event the Executive Director deems it valuable, during the interim ten-day period, a meeting may be held between the Executive Director and his/her designee and the aggrieved and his/her union representative. The Executive Director or his/her designee may render a decision in writing within ten (10) working days from receipt of the grievance. If he/she fails to respond within ten days, the grievance shall prevail.

*d) Step Four: Arbitration*

If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the Public Employment Relations Commission (PERC) within twenty (20) working days after the determination by the Executive Director. An arbitrator shall be selected pursuant to rules of PERC.

However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Executive Director and until both the aggrieved and the Chief Shop Steward have executed affidavits indicating that no application to Civil Service has been made. In the event the aggrieved elects to pursue his/her Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

HASU agrees not to appeal a disciplinary action to PERC for arbitration unless the employee has received a penalty of four suspension days or more.

The cost of the services of the arbitration shall be borne equally by the JCHA and HASU.

The decision of the arbitrator shall be final and binding on both parties.

#### **14.4 Miscellaneous Provisions**

The HASU President or his/her authorized representative may report an impending grievance to the Department Director in an effort to forestall its occurrence.

### **ARTICLE 15: SPECIAL UNION PROVISIONS**

#### **15.1 Existing Benefits**

The JCHA agrees to maintain all conditions of employment, now in effect as regular employer-employee practice, which relate to wages, hours of employment, and general working conditions. With respect to matters not covered by this Agreement, the JCHA will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rules, or regulations for employees without prior notice to the HASU and when appropriate without negotiations with the HASU, provided that this Agreement shall be construed consistent with the free exercise of rights reserved to the JCHA by the Management Rights clause of this Agreement.

The HASU acknowledges that the JCHA does not have an obligation to negotiate on such matters as the administration of the JCHA, its budget, organization, staffing levels, and/or matters of production and technology of performing its work. This does not preclude the JCHA from inviting HASU to negotiate a mutual agreement providing appropriate arrangements for employees

adversely affected by the impact of realignment of work forces or technological change when the applicable State, Federal or local laws permit discretion in this area.

### **15.2 Dues Deduction and Membership Information**

The JCHA agrees to deduct from the regular bi-weekly paycheck of any employee dues of the Union provided the employee submits an authorization for dues deductions and Union membership in writing to the Payroll Supervisor. This payroll deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A., R.S. 54:14-14.9(e), as amended.

All eligible non-member employees, covered under this bargaining unit, will be required to pay HASU a "representation fee in lieu of dues", in accordance with N.J.S.A. 34:13A-5.5 to 5.9. This representation fee shall be in an amount equal to 85% of HASU dues, and will be deducted from the employee's regular bi-weekly payroll check.

The total amount of dues deducted, together with records of any corrections, deletions or additions shall be submitted to the HASU Treasurer by the fifteenth (15<sup>th</sup>) day of each month.

Should there be any changes in the rate of membership dues during the terms of this Agreement, the HASU shall furnish the JCHA with written notice at least thirty (30) days in advance of the proposed rate change.

### **15.3 Union Representatives**

The HASU may designate officers whose names shall be furnished to the JCHA, in writing. HASU officers will be required to perform named work duties and any duties in relationship to the union shall be confined to non-working time.

If the JCHA schedules a meeting with HASU officers during normal work hours, the officers shall not lose any pay for the time spent in the meeting.

HASU officers can resolve issues and may hand out literature during working hours and hold membership meetings at JCHA facilities during lunch hours and have access to bulletin boards, and storage space, if available.

## **ARTICLE 16: STRIKES, WORK STOPPAGES OR LOCKOUTS**

### **16.1 Strikes & Work Stoppages**

During the term of this Agreement, the HASU agrees not to engage in or support any strike, work stoppage, slow downs, boycotts, or any other direct interference with the JCHA's operation, or similar action by employees covered under this Agreement. In the event of any breach of this clause, the JCHA shall have the right to institute a suit in the appropriate court, for damages and/or injunctive relief.

### **16.2 Lockouts**

During the term of this Agreement, no lockout shall be instituted or supported by the JCHA.

## **ARTICLE 17: LAYOFFS AND FURLOUGHS**

### **17.1 Advanced notice of Layoffs and/or demotions in lieu of layoffs**

In the case of any layoff or demotion in lieu of layoff of employees, the JCHA will provide a minimum of forty-five days advance, written notice to the employee(s). At the discretion of the

Executive Director, if there is a concern of security, an employee may be paid for the forty-five-day period in lieu of notice.

### **17.2 Furlough Days:**

The JCHA reserves the right to implement furlough days as necessary.

## **ARTICLE 18: SEPARATION BENEFITS**

### **18.1 Separation Leave**

At the time of separation of employment, HASU employees shall receive separation pay in accordance with the following:

- a) Unused, accrued vacation leave, not to exceed the employee's two-year accrual at the time of separation (e.g., if an employee earns 20 days per year, his/her maximum amount to be paid at separation is 40 days; if an employee earns 30 days per year, his/her maximum amount to be paid at separation is 60 days per year, etc.).
- b) Unused, accrued personal business days, not to exceed thirty days.
- c) 35% of unused, accrued sick days; payment will be made at 35% of total balance at time of separation.

Payment of unused sick leave is limited to a maximum of \$15,000 for employees hired after January 10, 2006. (Employees rehired within one year are considered "existing employees").

For employees hired before January 10, 2006, employees' balances of unused sick leave, which is paid at 35% upon separation, is frozen as of April 1<sup>st</sup>, 2013; payment of unused sick leave at 35% is limited to an additional \$15,000.

- d) Terminal Leave, if employee is retiring based on a PERS-approved retirement pension. (See 18.2 below).

### **18.2 Terminal Leave**

HASU employees, who were employed by the JCHA prior to 1980, earned (by then existing Personnel Policies) 3 days of what was referred to as "Terminal Leave Days" for every year of employment; e.g., if a person was employed by the JCHA for 22 years, upon retirement he/she earned 66 days and would be paid for such. In 1980, it was agreed that in exchange for payment for 35% of sick leave balance (A.3 above) upon separation of employment, there would no longer be any further accruals of these types of days.

For staff who already accrued such days, they would be paid for 2/3 or 2 of the 3 days accrued per year upon retirement. This payment shall be made for covered employees (i.e. per 1980) upon separation of employment.

If a JCHA employee's change in title results in the employee changing bargaining union coverage from ISWA to HASU contract rules, he/she will receive the "three days per year" retirement benefit calculated on the number of years that the employee was covered by ISWA rules, and the employee will receive payment of sick leave (described above) for the years the employee was covered by HASU rules. This rule will also apply in the reverse for an employee who changes from HASU to ISWA rules.

**18.3 Separation pay for an employee terminated for criminal Activity**

If an employee is terminated as a result of criminal charges which relate to, or arise out of, employee's employment with the JCHA, the employee will not receive separation pay (e.g., unused vacation and/or personal days and 35% of unused sick days, subject to contract provisions). If subsequently, the employee is acquitted of the criminal charge which was the basis for the termination, the employee will receive the separation pay.

**18.4 Beneficiary Payments**

In the event an employee dies during employment tenure, all separation benefit payments will be made to beneficiary within 20 days of filing by beneficiary.

**ARTICLE 19: SEPARABILITY AND SAVINGS**

Should any provision of this Agreement conflict with any existing or subsequently enacted State or Federal legislation, or be held unenforceable by any Court of competent jurisdiction, or have the effect of eliminating or making the JCHA eligible for Federal, State, County or City funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such laws and attendant rules and regulations.

The other provision of this Agreement, not affected by such an amendment or nullification, shall continue in full force and effect.

Where a conflict of a provision of this Agreement with Federal or State law would result in the amendment or nullification of the language of this Agreement as provided above, the modification shall be made only to the extent required to preclude any unlawful provisions.

If and when the JCHA determines that the above provision applies, the JCHA shall notify HASU that it has taken the appropriate action and be available to discuss implications of the action.

**ARTICLE 20: AMENDMENTS**

The JCHA and HASU acknowledge that this document represents the complete Agreement inclusive of all negotiable issues.

The JCHA and HASU, nonetheless, recognize that the JCHA operates amidst changing legal, cultural, fiscal and polarized environments, anticipation of and adaptation to these changing environments is essential to achievement of the JCHA's missions. In turn, any provision of this Agreement may be amended, modified, supplemented or altered provided that the mutually acceptable amendment to this Agreement is reduced to writing and signed by both parties.

**ARTICLE 21: DURATION OF AGREEMENT**

The provisions of this Agreement shall remain in full force and effect through March 31, 2020, subject to amendments, as provided under Article 21.

Unless one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days nor later than ninety (90) days prior to the 3/31/20 expiration date of this contract of a desire to change, modify or terminate this Agreement, the provisions shall continue in full force and effect from year to year thereafter.



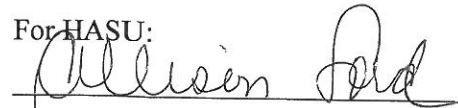
IN WITNESS THEREOF, the parties hereto have caused this contract to be signed by their duly authorized officers' ratification date:

For the JCHA:



Marvin Walton, Executive Director

For HASU:



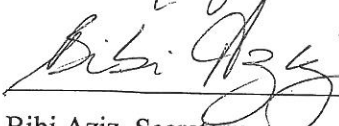
Allison Ford, President



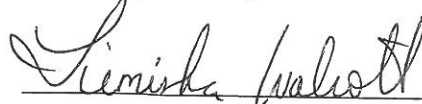
Morgan Austin, Vice-President



Marta Aquino, Treasurer



Bibi Aziz, Secretary



Timisha Walcott, Sergeant-At-Arms