

COLLECTIVE BARGAINING AGREEMENT

between

JERSEY CITY HOUSING AUTHORITY (JCHA)

and

INDEPENDENT SERVICE WORKERS OF AMERICA (ISWA)

For the period of April 1st, 2005 through March 31st, 2008

AMENDMENTS TO THE ISWA COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD OF APRIL 1ST, 2008 THROUGH MARCH 31ST, 2011

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INDEPENDENT SERVICE WORKERS OF AMERICA (ISWA)

For the period of April 1, 2005 through March 31st, 2008

PREAMBLE

This Agreement is made and entered into on this 1st day of November 2006 between the Housing Authority of the City of Jersey City, hereinafter referred to as the "JCHA" and the Independent Service Workers of America, Inc., hereinafter referred to as "ISWA".

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 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 ISWA 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.

The ISWA 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

- 1.1 The JCHA recognizes the ISWA as the sole and exclusive representative on behalf of blue-collar and white-collar personnel employed by the JCHA for the purpose of collective negotiations concerning wages, hours of work and other conditions of employment.

- 1.2: Excluded from this unit shall be executive and confidential employees, Tenant Affairs Board employees and those represented by other bargaining units. (See Appendix A-1 for titles currently included in the "Executive and Confidential" Group and Appendix A-2 for titles currently in the Housing Authority Supervisors Union bargaining unit).
- 1.3: Whenever new positions are created, the JCHA shall assign to such a unit designation, if appropriate. The JCHA shall inform ISWA of such designation to, or elimination of positions from this negotiations unit. The JCHA will discuss such designation with the ISWA. 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

- 2.1 ISWA 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.
- 2.2: 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 law, 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 resident 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 or Federal Law.
- 2.3: 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 hereof are in conformance with the Constitution and Laws of New Jersey and of 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 the JCHA employment shall be 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 pro-rated part-time) benefits and privileges, in accordance with the JCHA's Personnel Policies (4.1 Probationary Period) and this Agreement. An employee who has not satisfactorily completed the Probationary Period shall also be informed in writing of the reason for dismissal.
- 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 Executive Director.
- a. If an employee is terminated for cause, the employee will be advised in writing of the reason for removal within one week of separation.
 - b. As a temporary employee, matters pertaining to discipline and discharge shall not be subject to the grievance and arbitration provisions of this Agreement.
- 3.4: Probationary Period employees are not eligible for overtime assignments nor are they entitled to take paid vacation, personal business or sick 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, Jury Duty, Military Leave and Funeral Leave (for immediate family only), should such occur during the Probationary Period.

- 3.5: A Department Director may, with Executive Director approval, extend probation of any employee for up to an additional 90 days. If this occurs, the employee must be notified in writing of the length of the extension and specific areas of improvement needed to successfully complete the probationary period. (Article 14 describes a probationary period for employees who are promoted to a higher title).

ARTICLE 4: HOURS OF WORK

- 4.1: The regular hours of work each day shall be consecutive except for interruptions for lunch periods and one 15-minute "coffee break", the timing of which shall be at the reasonable discretion of the supervisor.
- 4.2: **Blue-Collar Workers**
- a) The regular workday shall extend over a period of eight hours (including one hour unpaid lunch period/per day).
 - b) The regular workweek shall consist of not more than 35 working hours per week (not including one hour lunch period/per day).
 - c) The regular workweek shall be from Monday to Friday for those employees not regularly scheduled to work Saturday and Sunday.
- 4.3: **White-Collar Workers**
- a. The regular workday shall extend over a period of seven hours (including one hour unpaid lunch period/per day).
 - b. The regular workweek shall consist of not more than 30 working hours per week (not including one hour lunch period/per day).
 - c. The regular workweek shall be from Monday to Friday.
- 4.4: Every employee may take fifteen minutes prior to the end of the workday for the purpose of putting away tools and/or cleaning up work area. This privilege shall only be withheld by the supervisor for good cause.
- 4.5: **Work Schedules**
- Fifteen (15) calendar days written notice will be given to both the employee and ISWA in advance of any work schedule change. In the event of emergency situations, the 15-day notice is waived; however, the JCHA is required to notify ISWA of stated emergency and effective date of specific work schedule change.
- 4.6: **Lunch Hours**
- In the event an employee is required by the supervisor to work during a regularly scheduled lunch hour, the employee may make up said hour at any time during the day.

However, if not permitted to make up said lunch hour between 11:00 a.m. and 2:00 p.m., the employee shall receive pay for the lunch hour missed, unless the employee volunteers to take the lunch hour outside of 11:00 a.m. and 2:00 p.m.

4.7: Payday Lunch Hours

All employees shall be allowed to take an extra 15 minutes for lunch on payday for the purpose of cashing their paycheck. All payday lunch hours will, therefore, be one hour and fifteen minutes. (This new time will take effect on November 22nd, 2006.) This privilege shall only be withheld by the supervisor for good cause. Lunch hours may be scheduled to begin at 10:30 a.m. , and must be completed by 2:00 p.m.

4.8: Continuous Service

Continuous Service is defined as duty that involves working on a shift, which does not allow the employee to have every Saturday or Sunday off, or working a shift that is not consistent with regular working hours. (Defined for this purpose only, to be 7:00 a.m. to 5:00 p.m.)

- a) Any employee working such a shift shall receive \$1.10 per hour differential pay rate added to his/her base salary for every hour worked during the specific week that he/she is designed a "Continuous Service" assignment. This rate will take effect on November 6th, 2006.
- b) The differential rate shall be included in payment for scheduled vacation, personal business days, sick leave, (excluded "extended sick leave" defined as six calendar weeks or more) etc., for employee/members serving in the titles of Evening Supervisor, Boiler Operators, Elevator team, and Central Office BMW's, who are permanently assigned to work a shift that is not consistent with regular working hours (7 a.m. to 5:00 p.m.).

4.9: Overtime Eligibility

An employee must have successfully completed his/her 90 day probationary period before being placed on the overtime list.

Overtime assignments are subject to "Employee in Good Standing" status. "Good Standing", for purposes of this clause, shall be defined as: an employee who has not had any disciplinary action resulting in a penalty of six days or more, within the six month period prior to the overtime assignment.

- a) If an employee is not in "Good Standing", he/she shall be removed from the Overtime Schedule for a six-month period. (See Article 4.19 for Overtime Assignment Procedures).
- b) If at the end of the six-month period, there have been no additional disciplinary actions, the employee shall be reinstated to the overtime scheduled.

4.10: Overtime Payments

- a) *Blue-Collar*: Employees shall receive time and one-half pay for all hours worked in excess of seven (7) hours in any day and in excess of thirty-five (35) hours in any given week.
- b) *White-Collar*: Employees shall receive time and one-half pay for hours worked in excess of 35 hours in a given week. (Note: Employees authorized in advance by the Executive Director to work Saturday or Sunday for "Emergency" situations, e.g., grant application deadlines, special events, etc., are not required to meet 35 hour requirement and are eligible for time and one-half pay for week-end hours worked).

4.11: In the event an employee is called out to work on a day that is a holiday, he/she shall be granted a minimum of two (2) hours of duty. All employees either scheduled or called out to work on a holiday shall be paid straight time for the holiday and double time for the hours worked.

4.12: When an employee is required to manually remove refuse from a disabled compactor shaft for more than one (1) day, beginning on the second day of such duty, he/she shall be compensated at time and one-half until removed from that duty.

4.13: When an employee is recalled to duty at a time not overlapping either the beginning or the end of his/her regular workday, such employee shall receive time and one-half pay for hours worked with a minimum guarantee of two (2) hours of work.

4.14: Employees shall receive double time for snow removal performed outside of his/her regularly scheduled work hours.

* 4.15: Employees working over two hours beyond their regular work hours shall receive a half-hour paid supper period.

4.16: Scheduled overtime shall be voluntary except in emergencies and where insufficient volunteers can be procured to perform the work.

4.17: An employee shall receive overtime pay calculated on the substitution rate of pay when the overtime work is of a substitute nature.

4.18: Overtime payments shall be made with the paycheck from the pay period following the pay period in which it is earned.

4.19 Procedures for Assigning Overtime Work

- a) Overtime shall be awarded in accordance with a (time keeping) seniority list among employees qualified to perform the work at the particular site where applicable. Any employee refusing overtime shall be charged with the hours of overtime work available to them.
- b) Overtime work within the employee classification will be apportioned on the above basis. However, when it is necessary for employees to work on an emergency job, those employees having started the work shall be permitted to finish the work.

- c) Employees not in good standing may be assigned overtime only when all eligible employees in that work location have declined the overtime offer.
- d) Charging of regularly scheduled overtime reflects the following: at time-and-a-half pay, the employee is charged each hour worked; @ double-time pay, the employee is charged 1-1/2 hours worked.
- e)

<i>Example:</i>	<i>Worked:</i>	<i>Charged:</i>
Time & one-half	4 hours	4 hours
Double time	4 hours	6 hours
- f) Overtime lists will run concurrently from year to year.
- g) An employee on a Leave of Absence/Sick/Personal Business Day and Disciplinary Action will be charged an average of overtime worked in his/her absence.

ARTICLE 5: WAGES AND SALARY RANGES

5.1: Salary Increases

The JCHA and ISWA agree to the following schedules of salary increases for eligible employees:

- a) No salary increase for the contract year April 1st, 2005 through March 31st, 2006.
- b) JCHA employees covered by the ISWA contract, who were regularly scheduled, active, and full time employees on March 31, 2006, will receive a 3% salary increase, retroactive to April 1, 2006, to be calculated on the employee's March 31, 2006 base salary, and to be paid on December 8th, 2006.
- c) JCHA employees covered by the ISWA contract, who are regularly scheduled, active and full time employees on March 31, 2007, will receive a 2.2 % salary increase, effective on April 1, 2007, to be calculated on the employee's March 31, 2007 base salary, and to be paid no later than April 27th, 2007. JCHA employees covered by the ISWA contract who are regularly scheduled, active and full time employees on September 30th, 2007 will receive a 2% salary increase effective October 1st, to be calculated on the employee's September 30th, 2007 salary base, to be paid no later than October 28th, 2007.

Note: The reference to "active" employees excludes those employees who are not actively employed at the time of Board of Commissioners' contract approval, and/or those employees who are on an approved unpaid Leave of Absence, Temporary Disability, or Extended Sick Leave (defined as six calendar weeks or more) on any of the scheduled dates listed above.

5.2: Part-Time Employees

Employees who are regularly scheduled, active, part-time employees on and through the eligibility dates specified above, will receive a pro-ration of the salary increase listed under "b" and "c" above.

5.3: Wage Payments

Payroll checks will be issued on every other Friday. Accordingly, the lunch hour on paydays will be one hour and fifteen minutes for the purpose of cashing paychecks.

5.4: Probationary Employee Rules

Regularly scheduled, active, full time JCHA employees, who would otherwise be eligible for a scheduled salary increase, but have not yet completed their probationary period, shall not receive the applicable increase until successfully completing their probationary period. If and when they do, they will receive the increase for which they otherwise would have been eligible, retroactive to the appropriate date.

Note: Scheduled salary increases in any given year shall be calculated on the employee's base salary from the previous year, with the sole exception of subsequent "new hires", who shall receive increases when eligible, based upon their current salary.

5.5: Salary Range Increases

The salary range maximums of all ISWA titles shall be increased by the amounts of the agreed upon salary increases listed under A. above, on the respective dates as specified. Salary minimums for the following three titles will increase as follows effective April 1, 2006: Building Maintenance Worker – \$20,000; CDL Driver/Clerk and Messenger – \$23,000.

ARTICLE 6: SALARY INCREMENT SYSTEM

6.1: All JCHA positions have Salary Ranges specifying the Minimum and Maximum for each title. Since 1976 the JCHA has provided a "Salary Increment" system to gradually increase employees' salaries from the Minimum to the Maximum of the Salary Range for each title. These increases in base salaries are in addition to any other negotiated salary increases received through other provisions of this union contract agreement.

6.2: Increment Eligibility

Employee eligibility for Salary Increments requires that the employee: 1) is a full time employee; 2) has successfully completed one full, uninterrupted year of employment; 3) is receiving a base salary which is less than the Maximum approved Salary Range for his/her title; and 4) is an employee in "good standing". (Note: An employee in "good standing" is an employee who does not have any pending disciplinary actions, nor has had any disciplinary actions within the six months prior to Increment consideration).

6.3: Increment Payments

Provided that an employee meets all the eligibility criteria listed above, he or she shall be eligible for Salary Increments through a SIX STEP system as follows, effective January 1st, 2007:

STEP & PAYMENT SCHEDULE:	INCREMENT:
1. After One year from date of appointment or promotion	\$1,300
2. After Two years	\$1,300
3. After 2.5 years	\$2,600
4. After 3.5 years	\$2,600
5. After 4 years	50% of the difference between current salary & title max
6. After 4.5 years	The remaining difference between current salary and title maximum

6.4: All Increments will be added to the employee’s base salary, and authorized for payment within 30 days of the applicable eligibility date, retroactive to the applicable eligibility date.

6.5: Disciplinary Ineligibility

- a) One of the Increment eligibility criteria is that the employee must be an “Employee in Good Standing”. Employees who have current or pending Attendance and Promptness Performance Evaluation failure(s), pending disciplinary charges or completed disciplinary action within the six-month period prior to the scheduled Increment are NOT “in good standing” and are ineligible for Salary Range Increments.
- b) “Employee(s) Not In Good Standing”, as defined above, shall forfeit the scheduled Increment payment for a minimum period of six months. If at the end of the six-month period, there have not been additional Attendance and/or Promptness Performance Evaluation failures or pending disciplinary charges, or completed disciplinary actions, the employee will be issued the Increment he or she would have otherwise received six months prior. If at the end of the six-month period, however, there are additional pending charges or subsequent disciplinary actions, the scheduled Increment will again be withheld for an additional six-month period.
- c) In cases where there were pending disciplinary charges and those charges are dismissed, the employee will become eligible for his/her Increment retroactive to the scheduled Increment date.

- d) If an employee's Increment ineligibility is postponed because he or she was not an "Employee in Good Standing" at the time of initial eligibility, the timing of the employee's entire future Increment eligibility scheduled is equivalently postponed.

The employee's amended Increment eligibility schedule begins from the time the employee actually receives an Increment payment.

6.6: Promotional Bid Exceptions

An issue has arisen regarding the relationship between Increment eligibility and promotional positions. The issue is that when some employees are eligible for a 3rd – 6th Step Increment and are also eligible for and interested in a promotional opportunity at or near the same time, the employees' resulting salary will be higher if they remain in their existing title, than would be the case if promoted. The JCHA does not wish to deter employee's upward mobility and has agreed to address this issue as follows:

Employees appointed to the higher title, as the result of a promotional bid for the position, shall retain eligibility for their originally scheduled Increment payment under the former (lower) title, in the following situations:

- a) If the employee is promoted within thirty (30) days of his or her Increment due date under the lower title, he or she shall be issued the Increment payment on the originally scheduled due date. Provided that the employee continues to meet all of the eligibility criteria listed above, he or she will continue to be eligible for a Step 1 Increment under the higher title, as described in the Increment System, i.e., without any change in eligibility due to the payment of the Increment from the previous title.
- b) If the employee is promoted within ninety (90) days of his or her Increment due date under the lower title, he or she shall also be issued the Increment payment on the originally scheduled due date. Provided that the employee continues to meet all of the eligibility criteria listed above, he or she will be eligible for a Step 1 Increment under the higher title, six months from the date of the last Increment payment issued under the lower title. Or, stated differently, under these "90 day" circumstances, the employee's Increment scheduled under the new, higher title does not begin on the day of the promotion, but rather on the day of the last Increment payment.

6.7: Contract Anomaly

The timing of contract settlements and related retroactive salary increases occasionally cause a minimal number of employees, who already completed the Increment system, to fall slightly below the Maximum salary dictated by the contract settlement. The JCHA-ISWA agree that, if and when it occurs, this anomaly shall be corrected by returning the affected employees to the new Maximum salary of their title ninety (90) days after approval by the Board of Commissioners.

ARTICLE 7: PAID LEAVES OF ABSENCES**7.1: VACATION**

- a) JCHA employees-ISWA members shall be entitled to the following Vacation Allowances:

Up to the end of the 1 st 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) An employee earns vacation leave at the end of every quarter based on his/her length of service as specified above; and employee may not use vacation until it has been earned.
- c) The JCHA and the ISWA agree that the limits for vacation shall be eliminated for accrual purposes, but retained and applied strictly to payment upon separation of employment, at a maximum of sixty days. 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.
- d) An employee must request, in writing, from his/her supervisor, permission to use vacation leave at least two weeks in advance. Upon request by the employee, vacation pay shall be paid in advance provided such request is made in writing to the Payroll Division at least two (2) weeks in advance. (Note: Supervisor is required to respond to employee within five (5) days of receipt of written vacation request).
- e) 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.
- f) 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).
- g) An employee will be paid for any unused vacation leave that has been accumulated within the parameters of the above policies when his/her employment is terminated for any reason.
- h) If an employee is approved for personal business leave by his/her supervisor and the employee does not have sufficient personal business leave in his/her balance, Payroll staff will automatically charge to his/her vacation balance, if there is sufficient vacation leave. The same will apply if the employee is approved for vacation leave and the employee does not have sufficient vacation balance; in this case, the Payroll staff will charge the absence to the employee's personal business leave balance. Sick leave may not substitute for vacation or personal business leave.

7.2: FUNERAL LEAVE

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:

- a) For the immediate family of an employee, i.e. father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, sister or brother, or domestic partner (upon submission of NJ State Domestic Partnership certificate) the employee shall be granted time off in connection with the death, not to exceed five (5) days.
- b) 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.
- c) 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
- d) Leave shall be temporarily charged to the employee's 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.

7.3: PERSONAL BUSINESS DAYS

All employees shall be entitled to four (4) personal business days per year. Such leave shall be in addition to sick leave and/or vacation leave.

- a) Personal leave is accrued at the rate of one per quarter; the leave is available for use at the end of the quarter in which it is earned.
- b) The JCHA and the ISWA 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.
- c) 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.
- d) 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.

7.4: COURT LEAVE

An employee absent in compliance with the requirements of a Court Order 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 service on any given day.
- b) Court leave will be charged to the employee's accrued vacation or personal leave until such time as verification of service is submitted to the Payroll Division.

7.5: SICK LEAVE

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. An employee may request sick leave 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.

- a) 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.) 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.

- b) Absence without notice for five (5) consecutive days shall constitute a "resignation not in good standing".
- c) An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. If an employee is on sick leave for the purpose of caring for a seriously ill member of his/her immediate family, he/she is also required to submit acceptable medical evidence 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.
- d) 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 the supervisor.
- e) The JCHA may require proof of illness of an employee on sick leave whenever the requirement seems reasonable.

- f) 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.
- g) 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 the employees.
- h) 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.

7.6: 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.

7.7: 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.

7.8: PROBATIONARY EMPLOYEES

Probationary employees earn Vacation, Sick and Personal Business Days from the date of hire, but cannot use such leave until after they pass their 90-day (or extended) probationary period.

If the employee passes the probationary period, he/she will get full credit for time earned during probation. If the employee is terminated prior to passing the probationary period, the JCHA does not owe any time.

ARTICLE 8: UNPAID LEAVES OF ABSENCES

Unpaid Family Leave is available to eligible employees 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 improves inpatient or continuous out-patient treatment who meet the criteria listed below.

8.1: Eligibility

In order to be eligible for an Unpaid Family or Medical Leave of Absence for up to six 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.
- d) To be eligible for this lesser benefit, the employee needs not be in "Good Standing".

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.

8.2: Continuation of Benefits

- a. *Full-Time* - 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.
- c. *Part-time* - A part-time employee is not eligible for continuation of 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.

8.3: 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 return to active employment.

ARTICLE 9: HOLIDAY SCHEDULE & PAY RATE RULES

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

9.1: Paid Holiday Schedule

The following days shall be paid holidays for JCHA employees: New Year's Day, Martin Luther King's Birthday, President's Day (3rd Monday in February), Good Friday, Memorial, Independence and Labor Day, General Election Days (the 1st Tuesday after the 1st Monday in November), Columbus, Veteran's and Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Also, when 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.

- a) If the federal government officially designates any other special day a national holiday, the day will also be observed by the JCHA.
- b) 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. 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.

9.2: Paid Holiday Eligibility and Pay Rates

- a) Regularly scheduled, active, full time JCHA employees are eligible to be paid one day's, regular, straight time pay for all scheduled holidays.
- b) Regularly scheduled, active, part time JCHA employees 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) Temporary, seasonal, per diem or hourly employees are not eligible for paid holidays. Employees who are on approved, unpaid leaves of absences, or have applied for or are receiving NJ State Disability, are also not eligible for paid holidays.

9.3: Holiday Pay Rates for Holiday Work

Employees who are scheduled to work, and who actually work on scheduled holidays, shall be paid straight time for the holiday pay as described above, and shall be paid double time for the hours worked. The double time pay rate eligibility, however, is limited by the following restrictions.

- a) Employees who work on scheduled holidays shall receive double time pay for the hours worked on the holiday only if they report to work AS SCHEDULED on the workdays before and after the holiday. Or, stated differently, if an employee is scheduled to work on the work days before and/or after a holiday, but calls in sick, he or she shall not be eligible for double time pay for the hours worked on the holiday.

(Note: if the employee is normally scheduled to be off on the work day before or after a holiday, e.g., a pre-approved vacation day, the restriction on double time pay eligibility does not apply to that day).

- b) Employees who are scheduled to work, and who actually work on scheduled holidays, but fail to meet the above requirement, will be paid for the hours worked on the holiday in accordance with other applicable union contract provisions governing hours of work.

9.4: **Holiday Compensation Exception Cases**

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. If a holiday falls on an employee's regularly scheduled day off, the employee shall be paid for the holiday at straight time, as described above. However, the holiday shall not be included as "hours worked" for purposes of determining any other overtime pay eligibility.

ARTICLE 10: **MEDICAL AND INSURANCE PLANS**

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

10.1: **Health & Hospitalization Insurance**

The JCHA agrees to provide a medical and hospitalization plan – a choice of Traditional Plan, Health Maintenance Organizations (HMO), or Point of Service (POS) – offered by the NJ State Health Benefits Program (NJ-SHBP) to cover all employees, eligible spouses and their eligible dependents, subject to the provisions of the Health Benefits Program.

Eligibility -The JCHA agrees to pay the full premium cost of health insurance for eligible full-time employees and their eligible dependents. 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-three (23), who live with the employee in a regular parent-child relationship.

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.

Probationary Employees - For new employees, Health and Hospitalization coverage begins on the 1st day following two months of employment, in accordance with the New Jersey State Health Benefits System.

10.2: LIFE INSURANCE

The JCHA shall provide life insurance in the following amounts:

Employees up to Age 64: \$10,000 Life Insurance and \$20,000 For Accidental Death & Dismemberment.

Employees Age 65-69: \$6,500 Life Insurance and \$13,000 For Accidental Death & Dismemberment.

Employees Age 70 & Over: \$2,000 Life Insurance and \$4,000 For Accidental Death & Dismemberment.

Eligibility -The JCHA agrees to pay the full premium cost for Life Insurance coverage for full-time employees.

Part-Time Employees - Employees working less than thirty (30) hours per week are ineligible for life insurance coverage.

Probationary Employees - For new employees, Life 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 period be extended, insurance coverage will be equivalently delayed accordingly.

10.3: DENTAL INSURANCE

The JCHA agrees to continue to make the following payments to ISWA for the purpose of providing and administering a Dental Insurance Plan for eligible employees and their dependents:

For the 4/1/05 – 3/31/06 Contract Year: \$42.12/month/member (no retro payment)

For the 4/1/06 – 3/31/07 Contract Year: \$44.23/month/member

For the 4/1/07 – 3/31/08 Contract Year: \$46.00/month/member

ISWA agrees to secure and administer the best dental insurance that can be purchased and administered for the above stated amounts. ISWA further agrees to process all new enrollments for a dental insurance plan, terminations from such, changes in family status (additions/deletions), and to address employee problems and/or complaints re: service.

Eligibility - ISWA 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-three (23), who live with the employee in a regular parent-child relationship, and/or an adult child with a disability and who is totally dependent upon the parent(s) for support.

Part-Time Employees - Participation in the ISWA dental plan 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.

Probationary Employees - For new employees, Dental Insurance 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 period be extended, insurance coverage will be equivalently delayed accordingly.

10.4: EYEGLOSS PLAN

Similar to the dental plan, the JCHA agrees to pay ISWA to provide an employee eyeglass plan, which is administered through ISWA.

The JCHA has agreed to make the following payments to ISWA for the purpose of providing and administering an Eyeglass Insurance Plan for eligible employees and their dependents.

For the 4/1/05 - 3/31/06 Contract Year: \$8.10/Month/Member

For the 4/1/06 - 3/31/07 Contract Year: \$8.76/Month/Member

For the 4/1/07 - 3/31/08 Contract Year: \$9.11/Month/Member

The ISWA agrees to secure and administer the best eyeglass insurance plan that can be purchased and administered for the above stated amounts. ISWA further agrees to process all new enrollments and/or terminations, handle and resolve employee problems and/or service complaints.

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.

Part-Time Employees - Part-time employees working less than thirty (30) regularly scheduled hours per week are ineligible for eyeglass plan coverage.

Probationary Employees - For new employees, eyeglass plan 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 period be extended, eyeglass plan coverage will be equivalently delayed accordingly.

10.5: PRESCRIPTION INSURANCE PLAN

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

Due to the rising costs of premiums for health-related benefits, the JCHA and ISWA agreed to share increases in prescription premium payments. Accordingly, the JCHA will be responsible for 50% of any premium increase and the ISWA employee shall pay the remaining 50% through a payroll deduction.

Under the current plan, the employee co-payment is \$5.00 for generic drugs and \$10.00 for brand-name drugs, with no annual per family maximum. The prescriptions 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).

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.

Part-Time Employees - Part-time employees working less than twenty-five (25) regularly scheduled hours per week are ineligible for prescription plan coverage.

Probationary Employees - For new employees, prescription plan coverage begins on the 1st 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.

10.6: MEDICAL AND PRESCRIPTION INSURANCE FOR RETIREES

The JCHA agrees to pay the premium costs of providing continued medical and prescription insurance for retirees with 25 or more years of service credit in the pension fund, and for 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.

10.7: WORKER'S COMPENSATION INSURANCE

- a) 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.

- b) Accordingly, the employee shall receive 66 2/3's% of his/her salary for injury cases requiring authorized absence from work of one to six days, excluding the date of injury and, 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. The payments described above will be subject to mandatory deductions (e.g., garnishees and child support payments).

10.8: 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.

ARTICLE 11: VEHICLE REIMBURSEMENT

- 11.1: Any ISWA 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 state below.

Category I - 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 \$2,576 per year, paid semi-annually on or about April 1st and October 1st.

Category II - Employees authorized to use their personal vehicles for JCHA business on a daily basis, who average between 2,000 and 3,994 miles per year of job-related travel shall be paid a vehicle use reimbursement allowance of \$1,882 per year, paid semi-annually on or about April 1st and October 1st.

Category III - 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 \$1,187 per year, paid semi-annually on or about April 1st and October 1st.

Category IV - For employees in categories I, II and III above, who are also authorized to transport PHA equipment at least weekly an additional \$644 "heavy equipment transport" allowance shall be added.

Category V - Employees authorized to use their personal vehicles on a sporadic basis for JCHA business, and who submit approved voucher sheets, shall be reimbursed at a rate established by the federal government, which is \$.0485 cents per mile as of January 1st, 2007. If the federal rate increases in the future, the JCHA mileage rate will also automatically increase accordingly. Employees paid under categories I, II, III and IV are ineligible for individual mileage reimbursement.

- 11.2 The new rates in Category I, II, III IV above shall take effect April 1st, 2006.

ARTICLE 12: UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

- 12.1: All JCHA employees who are involved in maintenance-related duties are required to report to work with specified Uniform and Safety Equipment.
- 12.2 The JCHA facilitates compliance with its requirements by providing a Uniform and Safety Equipment Employee Allowance on or about April 1st of each fiscal year, in the amount of \$500 (effective April 1st, 2006), per active employee involved in maintenance and related duties and who are required to work with specified uniform safety equipment. This allowance will be issued to:
- a) Active full-time employees involved with maintenance and related work, who are on the payroll as of 3/31 of each respective contract year. This allowance will be issued on or about April 1st of each contract year.
 - b) Active part-time employees involved with maintenance and related work will receive a pro-rated Uniform and Safety Equipment Allowance (e.g., if an employee works part-time at 20 hours per week or 57% of the full time 35 hr week schedule, the allowance will be calculated at 20/35 or \$285.75, rounded to the nearest dollar).
- 12.3: Employees will be required to report to work with authorized uniform and safety equipment.
- 12.4: Employees shall be responsible for the maintenance and care of uniforms and safety equipment. This means that if the uniform or equipment is damaged, soiled, lost or work beyond repair, within the one year period, replacement of such will be the responsibility of the employee.
- 12.5: Failure to report to work with the proper uniform and safety equipment will result in progressive disciplinary measures, which are listed in Article 12.7.
- 12.6 New employees, serving a 90-day probationary period, will be required to report to work in the appropriate work attire. The JCHA will issue rain gear, hard hats and work gloves on the first day of employment, as a condition of employment.
- a) Upon successful completion of the 90-day probationary period, new employees shall be issued pro-rated Uniform and Safety Equipment Allowance. The pro-ration from the total allowance will be based upon the total months of active employment from the date of hire through March 31st of the contract year minus a deduction of \$70 for the JCHA-issued hard hat and rain gear.
 - b) New employees, who fail to satisfactorily complete their probationary period or who leave employment with the JCHA for any reason, shall be required to return the safety equipment issued. Failure to return hard hat and rain gear (to include rain coat/parka, pants and boots) in satisfactory condition shall result in the JCHA making a payroll deduction for the cost of the items not returned.

12.7 Uniform and Safety Equipment Specification Guidelines

Uniform and safety equipment, under the provision of this Agreement, shall include authorized work shirts, work pants or coverall/jumpsuits, work gloves, hard hats, rain gear and safety work boots.

- a. *Authorized work shirts* will consist of long or short sleeve, polyester/cotton or denim shirts (white for supervisors and blue for all others), with JCHA-issued identification patch, and two front pockets.
 - *Summer wear options* include: short sleeve knit polo shirts with collar and JCHA-issued identification patch, as per above designated colors; and/or short sleeve tee shirt with JCHA-issued identification patch, in above referenced designated colors.
 - Recommendations for the authorization of customized tee shirts for summer, which do not have a negative impact on the JCHA's image and does not compromise safety, will be considered. White and/or dark blue tee shirts (with JCHA-issued identification patch) designed to include specific lettering identifying work unit/site or trade group, employee's name (no nicknames) or logos consistent with the public image expected of JCHA employees must be pre-approved by Management prior to group purchase and/or wear.
- b. *Authorized Work Pants* shall consist of straight legged or boot cut, long, polyester/cotton or denim, blue pants. Fit should be comfortable for flexibility and work conditions, e.g., not baggy or tight. (Note: Specific job categories, to include Painters and Plasterers, have the option to select white coveralls, in lieu of above referenced work shirt and work pants.
- c. *Authorized Work Gloves* shall be cotton or leather, heavy duty, form-fitting work gloves.
- d. *Authorized Safety Hard Hats* shall be yellow (white for supervisors) and approved by OSHA.
- e. *Authorized Rain Gear* shall consist of coat or parka, pants and boots.
- f. *Authorized Safety Work Boots* shall consist of heavy duty, waterproof insulated, shock-absorbing, non-slip work boots; steel-tipped are recommended but not required). Sandals or slippers are not acceptable.

12.7 Uniform and Safety Equipment Non-Compliance Disciplinary Measures

The JCHA and ISWA agree that employees shall be required to report to duty with said uniform and supplemental sets. Failure to do so will result in the following progressive disciplinary measures.

1st Offense: Employee shall be issued a Written Warning and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate uniform.

2nd Offense: Employee shall be suspended for 2 days and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate uniform.

3rd Offense: Employee shall be suspended for 4 days and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate uniforms.

4th Offense: Employee shall be suspended for 6 days and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate uniform.

5th Offense: Employee shall be subject to Termination and shall be directed to obtain the missing uniform items before reporting back to duty. The employee shall be docked for the amount of time he/she leaves the site and returns to duty with appropriate uniform.

ARTICLE 13: EMPLOYEE TRAINING & EDUCATION REIMBURSEMENT

There are three basic types of employee training and education opportunities given by third party agencies, companies/institutions where costs are at issue. They are: JCHA-Directed Attendance, Employee-Initiated Maintenance Trade Courses and Employee-Initiated College/University Courses.

13.1 JCHA-Directed Attendance

The JCHA occasionally determines that it is beneficial for JCHA employees to attend workshops, classes and conferences offered by third party agencies, companies or institutions. Examples include: training conferences sponsored by HUD and/or by public housing national organizations, training workshops offered by third party firms whose business is providing employee training in housing and related fields, or classes offered by the NYCHA in various maintenance fields.

- a) If and when the JCHA directs JCHA employees to attend workshops, classes, or training conferences, the JCHA will pay all registration and related costs in advance. This procedure will be in accordance with the JCHA's training, travel and meeting policy, which also outlines per diem payments and, if employees utilize their own vehicles, mileage reimbursement.

- b) If the workshop time, including travel, exceeds normal hours, e.g., in order to get to the workshop the employee needed to leave earlier than normal time or stay later than normal quitting time or stay overnight, the employee will only be paid for his/her normal workday hours at straight time.

13.2 Employee-Initiated Maintenance Trade Courses


JCHA maintenance employees occasionally register for individual or a series of maintenance trade related courses at their own initiative. (The most popular seems to be those offered by the Bergen County Vocational School in Hackensack, N.J.)

a) *Eligibility*

- The employee must be employed by the JCHA for at least one year.
- The employee must be an employee "in good standing". An employee "in good standing" is defined as an employee who does not have any pending disciplinary action, initiated or served within the six months prior to the employee's request for tuition reimbursement.
- The employee must seek and receive his/her Department Director's or Site Manager's approval in advance of registration.
- The course is a duly constituted training and/or educational entity and the proposed course is directly related to the type of work in which the employee is currently engaged or may be reasonably expected to become engaged through a promotion to the next level of maintenance work within the upcoming year.
- The employee registers for and pays the cost of the course(s), takes and successfully completes the course(s) with at least a B- or 2.0 or equivalent grade and provides the JCHA with certified evidence that these requirements have been met.

b) *Reimbursement Process*

- Upon meeting the above requirements, the JCHA will reimburse the employee 100% of the costs of tuition, less any scholarships or financial aid provided by the institution or any other third party.
- The JCHA will not provide any reimbursement for special fees, late payment penalties, or any other costs other than tuition.
- The JCHA will not provide reimbursement for course related books, unless the employee's supervisor certified that one or more books purchased by the employee for the course is directly related to the employee's current work and will be regularly used for reference by the employee in performing his/her work.
- If the employee does not complete, fails, or fails to achieve a B- or 2.0 in the course(s), the employee shall not be eligible for any reimbursement.

13.3: Employee-Initiated College or University Courses

Employees who initiate taking college courses relating to their current or immediately prospective work will be eligible for reimbursement, in accordance with the following:

a) *Eligibility* – same as 13.2 above

b) *Reimbursement Process*

- All employee tuition cost reimbursement for approved college courses will be paid from a limited fund explicitly set aside for this purpose. The fund limits are \$4,000 per semester for each of three semesters in each academic year, i.e., fall, spring and summer. The total aggregate payment for employee tuition reimbursement for approved college courses shall not exceed \$4,000 per semester limit.
- If the \$4,000 maximum limit is not reached in either the fall or spring semester, the balance will be added to the total amount available in the following semester. Available balances will not, however, be added beyond the summer semester from one academic year to the next.
- Reimbursement eligibility for individual employees is limited to a maximum of two courses per semester.
- Subject to the reimbursement fund limits, individual employees will be eligible for a maximum tuition reimbursement per approved course of 75% of the cost of tuition actually paid for a certified course for credit at New Jersey City University. (the “actually paid” point is made because all reimbursement eligibility will be computed after any scholarships, financial assistance, or related grants are deducted).
- For the September 2006 – July 2007 Academic Year, that cost is \$560 for undergraduate and \$1248 for graduate school courses; in turn, 75% is \$420 for undergraduate and \$936 for graduate school courses. These maximum amounts will be adjusted in the month of September of each academic year, in accordance with changes in applicable New Jersey City University course costs.
- As stated above, \$420 and \$936, respectively, is the “maximum” tuition reimbursement eligibility. Actual eligibility is not only subject to reductions for scholarships and financial aid, but also “subject to the reimbursement fund limits”. The referenced limitation applies when employee requests for prospective tuition reimbursement in a given semester will, if honored, exceed the \$4,000 per semester maximum set aside for this purpose. (If this situation occurs, the payments will be pro-rated among employees).
- The JCHA will not provide any reimbursement for books, special fees, late payment penalties, or any costs other than tuition.
- If the employee does not complete, fails or fails to achieve a B- or 2.0 in the course(s), the employee shall not be eligible for any reimbursement.

ARTICLE 14: PROMOTIONAL OPPORTUNITIES AND RULES

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

14.1 Job Postings

JCHA promotional job openings shall be clearly posted throughout JCHA Offices and Maintenance Shops for a minimum of five (5) working days. (Entry-level positions, since they do not provide promotional opportunities, are not posted). The posting will include a description of the position's duties, responsibilities, qualification requirements, departmental or site location, salary range, hours of work, and the deadline for expressing interest.

14.2: Order of Preference

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 Tenant Affairs Board employees. Third preference will be given to qualified JCHA residents and fourth preference will be given to other qualified applicants.

14.3 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 required licenses and/or certifications, 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.

An employee "not in good standing" shall be disqualified from consideration for a promotional bid opportunity, if he/she has a pending or completed disciplinary action taken, or pending or completed attendance failure, during the time frames and for the level of position in accordance with:

Promotional Level	Consideration of Disciplinary Action (in months)		
	Very Serious (12+ Days)	Serious (6 – 11 Days)	Less than Serious (5 Days or Less)
Supervising Maint Repairer/ Trade Supervisor	24	18	12
All Other Titles	18	12	9
Clk Driver/Exterminator/ LBP Insp. Repairer/ Sr Clk Typist/ Trade Helper	12	9	6

It is specifically agreed that the JCHA's consideration of past disciplinary actions will be limited to the above time frames by position being sought. For example, if an employee was bidding for a "supervisory" promotion, in the JCHA's first consideration of his/her "qualifications", if a disciplinary action occurred longer than 24 mos. ago for a very serious offense, it will not be considered by the JCHA, and the employee will be considered in "Good Standing". This limitation is in no way intended to pre-guarantee the result of job bids, one way or another.

14.4 Promotional Appointment Basis

Within these preference and eligibility rules, promotional appointments are based upon performance in past and current work, demonstrated ability to accept and achieve greater responsibilities, supervisory capabilities (if applicable), 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 job applicants, preference is then given according to seniority in title and then according to seniority in employment.

An employee who is promoted to a higher title will serve a ninety day Probationary Period, during which time his/her work performance and related issues will be evaluated. If an employee does not successfully pass the probationary period, he/she will receive written notice prior to his/her demotion back to the previous title.

14.5 Promotional Pay Increases

Employees granted promotional positions shall receive a pay raise to the greater of either the minimum of the salary range of the new position or \$1,300 per level of advancement over his or her current position, which the new position represents. Some "level of advancement" examples are: Building Maintenance Worker to Maintenance Repairer represents one level of advancement; Maintenance Repairer to Senior Maintenance Repairer represents one level; Clerk Typist to Principal Clerk Typist represents two levels, etc.

ARTICLE 15: 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:

- 15.1: He/she will receive a salary increase for the period of time of either a) \$25 per week/per level or b) the difference between his/her salary and the minimum salary of the higher title, whichever is greater, pro-rated on a weekly basis, with the following exceptions:
- a. When a Senior Maintenance Repairer substitutes for a Site Maintenance Supervisor, the substitute rate of pay will be \$100 per week. (Assistant Site Supervisor substitution is part of the job description and does not require substitute pay).
 - b. When a Trades Helper substitutes for a Tradesperson, the substitute rate of pay will be \$100 per week.
- 15.2: To be eligible for substitution to a higher title, the employee must be in "good standing", qualified and capable of performing the higher-level tasks, and available for the time needed. The Executive Director and/or his designee may waive exceptions to this provision in "emergency" situations.
- 15.3: The higher substitute title must be an approved JCHA position.

- 15.4: The employee's adjusted salary must be within the Salary Range of the higher title, i.e., no less than the Minimum nor more than the Maximum.
- 15.5: Substitute assignments may not exceed a total of 150 consecutive days; prior to 150 days, the JCHA will either follow standard Posting procedures or eliminate the temporary position/assignment.
- 15.6: 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.
- 15.7: The JCHA will notify ISWA of long-term substitute appointments (more than 3 weeks vs. a few days); if ISWA has any objections, they will be raised within 10 days of the notice and discussed/resolved with the JCHA; if there are any unresolved issues they will be dealt with through the grievance procedure.
- 15.8: In the event that an ISWA member is designated to temporarily "sub" up to a HASU position, and the employee voluntarily accepts the temporary assignment, the above provisions still apply. However, the employee will also be temporarily subject to HASU rules and regulations (including but not limited to: hours of work, ranges, overtime provisions, etc.).

ARTICLE 16: LONGEVITY PAY

All employees shall receive longevity payments in addition to their base salary as provided below:

After five (5) years of service:	\$300
After ten (10) years of service:	\$500
After fifteen (15) years of service:	\$700
After twenty (20) years of service:	\$900
After twenty-five (25) years of service:	\$1,000

ARTICLE 17: DISCIPLINE

The JCHA and ISWA 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.

17.1: General Cause 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 of 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.

17.2: 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.

- a) The use of restitution as a disciplinary action option shall be restricted to disciplinary charges that have been sustained and those that 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.
- b) Specific examples include but are not limited to: receipt of payment for services provided to a resident or 3rd 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.

17.3: 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/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 effective operations of the JCHA and/or related services.
- c) Management is advised that an employee has been charged with a crime on or off the job.
- d) Management agrees to formally charge employee, in writing, within five days of actual suspension.

17.4: Opportunity For Hearing

The employee will be advised of the charges and statement of facts (specifications) supporting the charges and afforded the opportunity for a hearing prior to the imposition of discipline.

- a) In cases where the employee recognizes and admits that a violation has occurred, he/she may waive rights to a disciplinary hearing and agree to a penalty proposed by the

Department Director, and/or informally negotiated with Union representatives.. (Note: To ensure equal treatment of cases, prior to finalizing any penalty, the Human Resources Director or Executive Director must approve the proposed penalty).

- b) In cases where the employee does not admit to guilt, he/she may request a hearing before the JCHA's Executive Director or his designated representative (usually the Human Resources Director).
- c) The employee may be represented by an attorney or his or her authorized union representative. Within thirty (30) days of the hearing, or such additional time as agreed to by the parties, the JCHA shall make a decision on the charges and formally notify the employee and his/her representative of the results.
- d) An exception to the above is that an employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order or the effective direction of service to the public housing residents. Note: Formal charges and specifications with the opportunity for a hearing will be forwarded to the employee within five (5) days following the immediate suspension.
- e) The employee may request a departmental hearing within five days of receipt of the initial notice of charges. If no request is made within this time or such additional time as specifically agreed upon by JCHA and ISWA, and/or the employee fails to appear at the scheduled hearing and fails to notify the Hearing Office of his/her intentions, the departmental hearing will be considered to have been waived by the employee and JCHA will proceed with a final notice of intended disciplinary action.
- f) An employee found guilty of the charges as presented, and subject to a minimum penalty of six days suspension from work without pay has the right to appeal this decision with the Public Employees' Relations Commission (PERC).
- g) Employees terminated for disciplinary cause, who attained permanent Civil Service status in title, prior to April 15, 1996, have the option to appeal the decision with the Department of Personnel (Civil Service). Employees pursuing a Civil Service Appeal cannot seek a duplicate appeal through PERC.

ARTICLE 18: GRIEVANCE AND ARBITRATION PROCEDURES

- 18.1: The purpose of the Grievance Procedure is to secure, at the lowest level, an equitable solution to the problems that may arise affecting the terms and conditions of this 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.
- 18.2: 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, ISWA or the JCHA.

18.3: 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.

- a) No employee within the bargaining unit shall have the right to discuss or resolve any grievance without the presence of an ISWA representative, whether such employee is a member or non-member of ISWA.
- b) The JCHA should give reasonable notice to ISWA of the date and time of any employee-supervisor meeting to be held for the purpose of resolving grievance or pending disciplinary action; ISWA 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.
- c) The Grievance Procedure is not intended to interfere with, reduce, restrict or prohibit routine communications, directives, inquiries or exchanges between the JCHA's supervisors or respective subordinates.

Step One - An aggrieved employee shall institute action under the provisions hereof within 30 calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences 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.

Step Two - In the event the grievance is not settled through Step One, the same shall be reduced to writing on the official ISWA Grievance Form, signed by the aggrieved and filed with the Department Director or his/her designee within (5) working days following the determination by the immediate supervisor. However, if the immediate supervisor and/or the Department Director does not have the authority to respond to the grievance, the grievance can go directly to Step Three.

The Department Director or his/her designee shall render a decision in writing within five working days from receipt of the grievance. If the Department Director or his/her designee fails to respond within the stated five working days, the grievance shall go to the next step.

Step Three - 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 the official ISWA Grievance Form, to the Executive Director or his/her designee. In the event the Executive Director deems it valuable, during the interim ten (10) day period, a meeting may be held between the Executive Director or his/her designee and the aggrieved and his/her representative.

The Executive Director or his/her designee shall render a decision in writing within ten (10) working days from receipt of the grievance. If he/she fails to respond within ten (10) days, the grievance shall prevail.

Step Four - 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 the 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.
- The cost of the services of arbitration shall be borne equally by JCHA and ISWA.
- The decision of the arbitrator shall be final and binding on both parties.

18.4: Miscellaneous Provisions

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

ARTICLE 19: SPECIAL UNION PROVISIONS

19.1: Existing Benefits

- a) 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 ISWA and when appropriate without negotiations with the ISWA, 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.
- b) The ISWA 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 ISWA 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.

19.2: Dues Deduction and Membership Information

- a) 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.

- b) All eligible non-member employees, covered under this bargaining unit, will be required to pay ISWA a "representation fee in lieu of dues, in accordance with the N.J.S.A. 34:13A-5.5 to 5.9. This representation fee shall be in an amount equal to 85% of ISWA dues and will be deducted from the employees' regular bi-weekly payroll check.
- c) The total amount of dues deducted, together with records of any corrections, deletions or additions shall be submitted to the ISWA Treasurer by the 15th day of each month.
- d) Should there be any changes in the rate of membership dues during the terms of this Agreement, the ISWA shall furnish the JCHA with written notice at least thirty (30) days in advance of the proposed rate change.

19.3: Union Representatives

The ISWA may designate Officers whose names shall be furnished to the JCHA, in writing. ISWA Officers will be required to perform named work duties and any duties in relationship to the union shall be conducted during both working and non-working time.

- a) If the JCHA schedules a meeting with ISWA Officers during normal work hours, the Officers shall not lose any pay for the time spent in the meeting.
- b) The ISWA may also designate one (1) Shop Steward at each site and shall notify the JCHA in writing of such designation. The JCHA agrees to authorize one (1) meeting of Shop Stewards per month, during working hours, up to the maximum of three (3) hours. Meetings shall be scheduled on a designated, pre-authorized time. The Shop Stewards must inform their supervisors of the meeting at least forty (40) hours in advance.
- c) Union Officials and Shop Stewards shall not give orders to other employees nor countermand orders of supervisors or management officials. Nor, shall ISWA Officers or Shop Stewards have the authority to take strike action or any other action interrupting the JCHA's operations, as referenced above. The JCHA, in recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event of a violation of this clause.
- d) The ISWA President, Vice-President, Chief and Assistant Chief Shop Steward shall be allowed to conduct union business at reasonable times provided that the immediate supervisor of each grants permission; such permission shall not be arbitrarily denied.
- e) Those specified ISWA officials may have access to JCHA work locations during working hours for the purpose of adjusting disputes and/or investigating grievances, provided that the Site Manager, Division or Department Director of the respective work location is advised in advance of the Officers arrival and purpose.
- f) The ISWA agrees that access of ISWA Officials to various work locations shall be subject to reasonable time and place limitations. Such activities shall in no way interfere with or impede JCHA operations or disrupt the work of employees.
- g) One ISWA Official shall be granted time off with pay to attend State meetings and State legislative sessions when there are issued related to labor/management.

19.4: Bulletin Boards

The JCHA agrees to make space available on existing bulletin boards for use of ISWA in work areas where there are large numbers of employees covered by this Agreement.

- a) Should ISWA desire bulletin boards at other locations or in addition to what exists, it may request permission to provide its own bulletin boards.
- b) Appropriate material on such bulletin boards shall be posted and removed by representatives of the ISWA. The material shall not contain anything profane, obscene or defamatory to the JCHA or its representatives, or employees, or residents, or anything constituting election campaign material.
- c) Material which may be posted includes: Union elections or results thereof; union meetings and attendant minutes' social and recreational events of the ISWA; reports of official ISWA business and achievements; and joint JCHA "Issues and Directions" and/or similar publications.

ARTICLE 20: STRIKES, WORK STOPPAGES OR LOCKOUTS

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

ARTICLE 21: SEPARATION BENEFITS

- 21.1: At the time of separation of employment for reasons of resignation, lay-off or termination, ISWA employees shall receive separation pay in accordance with the following":
 - a) Vacation leave accrued up to the maximum of two years; payment for unused vacation leave not to exceed sixty days.
 - b) Personal Business days accrued; payment for unused personal business days not to exceed thirty days.
- 21.2: At the time of retirement, as approved by the New Jersey Public Employee s Retirement System, ISWA employees shall receive retirement pay in accordance with the following:
 - a) Vacation leave accrued up to the maximum of two years; payment for unused vacation leave not to exceed sixty days.
 - b) Personal Business days accrued; payment for unused personal business days not to exceed thirty days.

c) Payment at current salary of three (3) days for each year of employment.

21.3: 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 22: SPECIAL STAFFING PROVISIONS

The JCHA and ISWA agreed that it would serve the mutual interest of all involved to explicitly state the key principles and practices intended to balance three needs: 1) To support the roles of JCHA Resident Corporations working in Partnership with the JCHA; 2) To ensure that neither the JCHA nor Resident Corporation actions are taken at the expense of the job security of JCHA employees who are ISWA bargaining unit members; and 3) To ensure that the JCHA, ISWA and Resident Corporations are working together to achieve mutual goals and objectives. The JCHA and ISWA agree that the following principles and practices shall apply to JCHA employee protections and JCHA actions regarding Resident Corporations.

22.1: Protection of Existing Employees and Positions

- a) The JCHA shall ensure that current JCHA employees are not laid-off or otherwise removed from their current jobs due to JCHA or Resident Corporation actions taken to support the existing roles and/or new roles of JCHA Resident Corporations. "Current JCHA employee", is defined as: a regular, active JCHA employee as of 3/31/97.
- b) The JCHA shall further ensure that JCHA positions currently held by ISWA union members shall not be converted to Resident Corporation positions due to JCHA and Resident Corporation actions. "JCHA positions currently held by ISWA union members", is defined as: positions which are held by ISWA bargaining unit members and are established in the JCHA's April '97 budgets covering the period of 4/1/97 - 3/31/98.
- c) The "Protection of Existing Employees and Positions" provision of this contract does not in any way limit the JCHA from taking normal disciplinary actions, or implementing employee lay-offs due to economic or business necessity, or expanding scope of work which it undertakes, as would otherwise be the case. Nor does this provision in any way limit the JCHA from initiating or responding to opportunities to strengthen the existing roles of Resident Corporations or to expand into new roles for the Resident Corporations.

22.2: Temporary Workers

Occasionally, the JCHA hires temporary workers on an hourly basis (with no benefits). These workers perform a number of functions. Some examples: 1) Fill in for JCHA employees who are on short term medical leave; 2) Fill open BMW positions, to allow the JCHA to evaluate the prospect for the temporary worker to become a regular JCHA employee. This practice makes good business sense and does not, under usual circumstances, infringe upon the terms and conditions of employment for ISWA union members.

The ISWA is concerned, however, that the practice of hiring temporary workers could go too

far and may begin to infringe upon union contract provisions. The ISWA wishes to ensure that the hiring of temporary workers does not become a means to circumvent the terms and conditions of the ISWA union contract. The JCHA wishes to address ISWA concerns and in turn has agreed to the following rules governing the hiring of temporary workers. It was therefore agreed that:

- a) Temporary workers may be hired by the JCHA for the above noted purposes or very similar purposes. Temporary workers, however, are not part of the ISWA bargaining unit; must be paid less than the counterpart ISWA position, and may not receive any benefits other than hourly pay.
- b) Temporary workers may be retained for a maximum of 120 days. Thereafter, they either must be laid-off, or the position that they are filling must be treated as any other full or part-time JCHA position subject to the ISWA union contract. (The latter point usually means, that the position must either become a regular JCHA position or be posted for JCHA employee applications to fill the position).
- c) The limitations on JCHA hiring of temporary employees do not in any way limit the JCHA from continuing the practice of hiring seasonal employees (e.g., summer recreation), student interns or similar non-ISWA positions.
- d) If any questions or issues arise regarding the hiring of temporary workers, including if the JCHA misses a "120 day Maximum", ISWA agrees to inform the JCHA in a timely fashion and the JCHA agrees to attempt to amicably resolve the issue.

ARTICLE 23: TRANSFERS

Employees shall not be transferred involuntarily from one site to another except for good cause. "Good cause" shall mean that such employee is needed because of staff shortages, vacation, illness or the like at another site or on another shift.

ARTICLE 24: SENIORITY

- 24.1 "Seniority shall be employed in the selection of vacations, shift assignments, building assignments, layoffs, demotions-in-lieu-of-layoffs, recalls and other substantial employee advantages which are not controlled by provision of state or federal law.
- 24.2 In the case of lay-offs or recalls, representatives from Management and ISWA shall together review personnel records and recommendations of supervisors and use merit as a factor along with seniority. This shall apply only to non-permanent employees.
- 24.3 Seniority applications:
 - a) In the determination of seniority for promotional purposes, date in title and date of PHA hire shall be equally considered.

- b) Seniority, for purposes of lay-offs and demotions in lieu of layoffs, shall be determined from the date of employment within title (i.e, last employed within title shall be first for lay-off or demotion in lieu of lay-off).
 - c) Seniority, for purpose of vacation selection shall be determined from the date of employment within title.
 - d) Demotional and/or lateral "bumping" rights to a position held previously shall only be recognized for those employees having held such position for a minimum of ninety (90) consecutive days.
 - e) If an employee is moved to a lateral and/or higher position at the request of management, prior to the expiration of the 90 day period, the 90 day minimum requirement shall be waived.
- 24.4 If two employees are hired on the same date and are equally qualified, including length of active service and "good standing" status (Satisfactory rating or above in Attendance and Promptness evaluations), seniority shall thereafter be determined on the basis of the earliest date of application.

ARTICLE 25: SEPARABILITY AND SAVINGS

- 25.1 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 ineligible 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.
- 25.2 The other provisions of the Agreement, not affected by such an amendment or nullification, shall continue in full force and effect.
- 25.3 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.
- 25.4 If and when the JCHA determines that the above provision applies, the JCHA shall notify ISWA that it has taken the appropriate action and be available to discuss implications of the action.

ARTICLE 26: AMENDMENTS

- 26.1: The JCHA and ISWA acknowledge that this document represents the complete Agreement inclusive of all negotiable issues.
- 26.2 The JCHA and ISWA, nonetheless, recognize that the JCHA operates amidst changing legal, cultural, fiscal and polarized environments, application of and adaptation to these changing

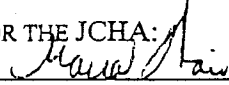
environments is essential to achievement of the JCHA's missions. In turn, any provision of this Agreement may be amended, modified, supplemented or altered provided that the mutually acceptable amendment to this Agreement is reduced to writing and signed by both parties.

ARTICLE 27: DURATION OF AGREEMENT

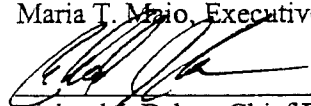
- 27.1 The provisions of this Agreement shall remain in full force and effect through March 31, 2008, subject to modification, as provided for under Article 26.
- 27.2: Unless one party or the other gives notice, in writing, no sooner than one hundred and fifty (15) days nor later than ninety (90) days prior to the 3/31/08 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 WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized officers:

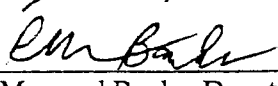
FOR THE JCHA:




Maria T. Majo, Executive Director



Richard J. Baker, Chief Financial Officer

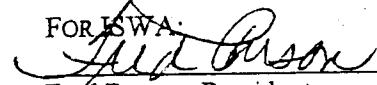


R. Maynard Banks, Deputy Executive Director

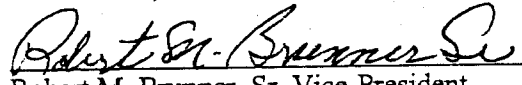


Grace Malley, Director,
Staff/Resident Development &
Strategic Planning

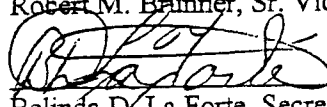
FOR ISWA:




Fred Parson, President



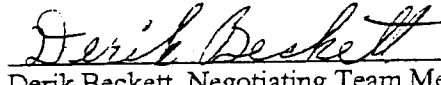
Robert M. Banner, Sr. Vice-President



Belinda D. La Forte, Secretary



Daniel Felder, Negotiating Team Member



Derik Beckett, Negotiating Team Member