

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE NEW JERSEY HOUSING AND MORTGAGE FINANCE  
AGENCY**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032**

**Administrative/Clerical Bargaining Unit**

**FEBRUARY 23, 2007 -- JUNE 30, 2011**

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## **PREAMBLE**

This Agreement is made between the New Jersey Housing and Mortgage Finance Agency ("HMFA") and the Communications Workers of America, Local 1032 ("Union") on this \_ day of July, 2008. NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties hereby agree as follows:

## **ARTICLE 1**

### **RECOGNITION OF RIGHTS AND DEFINITIONS**

#### **A. Recognition of Union and Unit**

1. HMFA hereby recognizes the Union as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all administrative and clerical employees employed by the HMFA, excluding managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police employees, casual employees, all other employees and all statutory exclusions. The current titles included in the negotiations unit are listed in Appendix A attached to this agreement.

2a. Whenever the HMFA creates a new job title or eliminates an existing negotiations unit title, the HMFA shall notify the Union in writing, when practicable, at least thirty (30) days in advance of such action. The HMFA will make a good faith effort to provide at least thirty (30) days notice. If requested in writing, the HMFA will discuss any such action. In the event the parties cannot reach agreement on the placement of a new title in the unit, following such discussions, the dispute may be submitted to the Public Employment Relations commission for resolution.

2b. If the HMFA determines that an employee in a position currently represented by the Union is performing confidential duties as defined by the New Jersey Employer-Employee

Relations Act, the HMFA will notify the Union and provide the Union with the basis upon which it maintains that the employee is confidential.

If the Union objects to the designation of an employee as confidential, the HMFA and the Union will meet to review the basis for the confidential designation. If after such review the Union continues to object, the employee may be removed from the unit as a confidential and the Union may pursue its objection at PERC.

#### **B. Definitions**

1. All references to employees in this Agreement are intended to apply to both sexes.
2. Job description - a document which defines and describes representative duties and responsibilities and sets forth the minimum qualifications essential to the performance of the work of the job title and such other information as maybe necessary.

## ARTICLE 2

### POLICY AGREEMENTS

#### **A. Non-Discrimination**

The HMFA is committed to providing every employee with a workplace free from unlawful discrimination. The HMFA and the Union agree that all forms of unlawful employment discrimination based on race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender, familial status, marital status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, liability for military service in the Armed Services of the United States, and mental or physical disability (including perceived disability, physical, mental, and/or intellectual disabilities), AIDS and HIV status, political affiliation or union membership, or legal union activity are prohibited. Sexual harassment is a form of unlawful gender discrimination and, likewise, will not be tolerated.

#### **B. Dues Deduction and Membership Information**

##### 1. Union Dues Deduction

a. The HMFA agrees to deduct from the regular paycheck of any employee dues of the Union, which include regular membership dues, initiation fees and assessments, provided the employee submits an authorization for dues deductions in writing and in proper form to the designated payroll and benefits coordinator of HMFA. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received by the payroll and benefits coordinator at least fourteen (14) calendar days prior to the end of the pay period, otherwise to be reflected in the next pay period.

b. Union dues deductions for any employee in this negotiating unit shall be limited to the Union. Employees shall be eligible to withdraw such authorization only between the dates of May 15 and June 15 of each year to be effective July 1, provided the written notice of withdrawal is timely filed with the designated payroll and benefits coordinator. Unless an employee withdraws authorization for the deduction of Union dues, the HMFA will continue to deduct dues. The movement of an employee from one title to another title and/or from one division to another division will not affect dues deduction, unless the new title or unit is not represented by the Union.

c. Dues so deducted by the HMFA shall be transmitted to the Secretary/Treasurer of the Union together with a listing of the employees included.

d. The Union shall certify to the HMFA in writing the amount of Union dues and shall notify the HMFA of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after receipt of the request.

e. On a quarterly basis, the HMFA shall provide the Union with a list of employees for whom dues deductions have been discontinued, along with the reason for the discontinuation.

## 2. Representation Fee (Agency Shop)

a. Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay the Union a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the Union. It is understood that the implementation and/or continuation of the representation fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union. On January 1 of each year, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the representation fee shall continue until the following annual assessment. If it has not, the representation fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided below. If the representation fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1, or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected employees.

### b. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the HMFA in writing of the amount of the representation fee to be charged nonmembers for that contract year. The Union shall notify the HMFA of any change in the representation fee structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after receipt of the request. The representation fee in lieu of dues shall be in an amount equivalent to Union dues charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members or the cost of activities or causes of a partisan political or ideological



nature only incidentally related to the terms and conditions of employment, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

c. Deduction and Transmission of Representation Fee

i. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of Union dues.

ii. The HMFA shall deduct the representation fee from a new employee who is not a member of the Union, as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

iii. The following procedure will apply when an employee in the negotiations unit either leaves and returns to the unit or moves from unpaid to paid status. In such situations representation fees will be deducted from the paycheck of an employee, as soon as practicable after the 14<sup>th</sup> day that an employee either returns to the unit or re-enters pay status.

iv. Representation fees will be deducted from the paycheck of an employee, as soon as practicable after the 14<sup>th</sup> day that an employee's withdrawal from membership in the Union is effective.

d. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative. The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union. The Union shall submit a copy of the Union review system to the HMFA. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he may appeal to the PERC Appeal Board and/or through the Union's internal arbitration procedure.

e. If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the HMFA, the HMFA shall review the matter and solve the problem on a prospective basis.

### 3. HMFA Held Harmless

The Union hereby agrees that it will indemnify and hold the HMFA harmless from any claims, actions or proceedings brought by any employee which arise from an agreement to deduct Union dues or representation fees in accordance with this Article.

### 4. Membership Information

The HMFA will provide the Union the following information electronically when dues and representation fees are transmitted to the Union: (1) employee's name, (2) address, (3) the last four digits of the social security number, (4) dues or representation fee amount, (5) anniversary date, (6) salary, and (7) pay period.

5. Employee paychecks will separately identify Union dues and representation fees.

## **C. Strikes and Lockouts**

1. The Union agrees not to engage in or support any strike, work stoppage, slowdown, or other similar action by employees covered by this Agreement.

2. No lockout of employees shall be instituted or supported by the HMFA. A lockout does not include a shut down of the HMFA for economic reasons.

## **D. Administration of Agreement**

1. A committee consisting of HMFA and Union representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems, which may arise there from.

2. Either party may request up to two meetings per year and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting. Such requests will not be unreasonably denied by either party.

3. A maximum of two (2) employee representatives of the Union, exclusive of Union staffer Attorney representative, may attend such meeting and, if held during regular work hours, they shall be granted time to attend without loss of pay.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to resolve grievances and to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment by providing the exclusive vehicle set forth in this article for the settlement of grievances. An employee is entitled to use this grievance procedure and to be represented by the Union upon his or her request in accordance with the provisions of this Article. An employee shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

#### B. Definitions

##### 1. A "Grievance" is either a:

a. A "contractual grievance", which is a claimed breach, misinterpretation or improper application of the terms of this Agreement; or

b. A "non-contractual grievance", which is a claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, orders, letters of memoranda or agreement, administrative decisions, or laws, applicable to the agency or department which employs the grievant which establish terms and conditions of employment and which are not included in (a) above.

##### 2. Union Stewards and Representatives:

a. A "steward" is an employee of the HMFA serving as the designated union representative pursuant to Article 6.

b. A "union staff representative" is a person in the active employ of the Union and not the HMFA.

c. A "Union executive board member" is an individual who sits on the executive board of the local union and may or may not be an employee of the HMFA.

d. The term "designated union representative," as used in this Article and throughout the Agreement, refers to a steward, Union executive board member or a union staff representative.

### **3. Resource Person:**

A resource person is an individual who is not a witness and who has particular expertise as to the subject matter of the grievance and shall be treated in accordance with the time off procedure below.

## **C. Grievance Steps and Time Frames**

### **1. General**

a. All references to days in this Article are calendar days.

b. Time limits under this Article may be modified only by mutual agreement of the parties, which must be in writing.

c. Prior to the filing of a formal grievance at Step One, any employee may orally present and discuss a complaint with his or her immediate supervisor on an informal basis. This, however, does not extend the time frame for filing the grievance at Step One.

d. Contractual grievances as defined in B.I.a. of this Article shall only be processed through representatives designated by the Union.

e. Should the grievant elect to process a non-contractual grievance, as defined in B.I.b of this Article, without Union representation, he or she shall so indicate on the grievance form. The Union shall be sent a copy of the grievance upon receipt of the grievance by HMFA. A "designated union representative" will be permitted to attend all non-contractual grievance meetings.

### **2. Step One**

a. A grievance must be filed in writing to the office or individual designated by the HMFA within eighteen (18) days from any date on which the act that is the subject of the grievance occurred or eighteen (18) days from the date on which the grievant knew or should reasonably have known of its occurrence. Failure to comply with this time frame shall constitute a waiver.

b. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and/or Union and must include all of the following information to the extent applicable: (a) the name(s), title(s) and division(s) of affected employee(s); (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; (d) the Article and Section of the Agreement alleged to be violated, misinterpreted or misapplied (applicable only to a "contractual grievance"); (e) the rule, regulation, policy, order, letter of

memoranda or agreement, administrative decision or law alleged to be violated, misinterpreted or misapplied (applicable only to "non-contractual grievances"); (f) the remedy sought. In the event that a grievance form is unavailable the grievance shall be submitted in writing and include all of the information set forth above.

c. A grievance meeting shall be scheduled by HMFA within fourteen (14) days of the filing of the grievance unless the parties mutually agree otherwise. HMFA shall provide written notice to the grievant of the date, time and location of the meeting. If the Union makes a written request for a different date and time for the Step One meeting, such request shall not be unreasonably denied and the parties will arrange for an alternate date that is acceptable to both parties.

d. The grievant may be represented at the Step One meeting by a "designated union representative." At the meeting, one person shall act as a spokesperson for the grievant and one person shall act as the spokesperson for management. The management spokesperson shall be permitted to ask questions, if necessary, to determine the basis for the grievance, as well as questions concerning the facts and circumstances related thereto.

e. A written decision will be rendered by management within fourteen (14) days of the grievance meeting and provided to the grievant and the "designated union representative" that attended the Step One meeting.

### **3. Step Two**

a. If the grievant or the Union is not satisfied with the Step One decision, the grievance may be appealed to the designated representative of the HMFA. The designated representative will be at a level higher than division director. The appeal shall be accompanied by the decision at the preceding levels and any relevant documents presented at Step One. The appeal must be filed in writing within seven (7) days from receipt of the Step One decision. If a Step One decision is not issued, the appeal must be filed within thirty (30) days after the Step One decision was due.

b. The designated representative of the HMFA at Step Two shall determine whether a meeting is needed at Step Two. If the HMFA designated representative determines that a meeting is needed, such meeting will be scheduled within fourteen (14) days of receipt of the appeal, and HMFA shall provide written notice to the grievant and Union of the date, time and location of the meeting. If the Union makes a written request for a different date and time for the

Step Two meeting, such request shall not be unreasonably denied and the parties will arrange for an alternate date that is acceptable to both parties.

c. The grievant may be represented at the Step Two meeting by a "designated union representative." At the meeting, one person shall act as a spokesperson for the grievant and one person shall act as the spokesperson for HMFA. The HMFA spokesperson shall be permitted to ask questions, if necessary, to determine the basis for the grievance, as well as questions concerning the facts and circumstances related thereto.

d. HMFA shall render a written decision within twenty one (21) days of the Step Two meeting or, if a meeting is not held, within twenty one (21) days of receipt of the appeal and this written decision shall be provided to the grievant and the Union.

#### **4. Step Three - Arbitration**

a. In the event that the grievance has not been satisfactorily resolved at Step Two, and the grievance involves a "contractual grievance" as defined in B. 1.a above, then arbitration may be brought only by the Union within ten (10) days from the day the Union representative received the Step Two decision or from the date on which the Step Two decision was due, whichever is earlier, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the HMFA,

b. Arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission.

c. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State applicable to the HMFA, or any written policies of the HMFA not inconsistent with this Agreement, or to determine any dispute involving the exercise of a management function which is within the authority of the HMFA as set forth in Article 9, Management Rights, and shall confine his decision solely to the interpretation and application of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted, nor shall the arbitrator submit observations or declaration of opinions which are not essential in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement, in no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate

remedy when the arbitrator finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. Any remedy ordered by an arbitrator will not have retroactive effect beyond thirty (30) days from the date the grievance was filed, except that payroll errors and related matters shall be corrected to the date of error. The fees and expenses of the arbitrator shall be divided equally between the parties. Any other cost of this proceeding including the cost of recording shall be borne by the party incurring the cost.

d. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

#### **D. Union Rights**

##### **1. Time Off**

a. When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Steward requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward will be granted permission and reasonable time, to a limit of two (2) hours, to investigate without loss of pay. In such circumstance, the Steward shall submit a request in writing to the appropriate supervisor and the supervisor shall grant the request in writing so long as the work responsibilities of the Steward and of any involved employee are adequately covered, and providing further there is no disruption of work. Such time release shall not be unreasonably withheld. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union officials, nor preparation for presentation at a grievance hearing or meeting, which matters shall not be done on HMFA time.

b. A grievant and his/her "designated union representative" will be granted time off without loss of pay to attend Step One meetings, Step Two meetings, and arbitration hearings, and to travel to and from such meetings and hearings.

c. When their attendance is required by HMFA, a reasonable number of witnesses and resource persons employed by the HMFA will be granted time off without loss of pay to attend Step One meetings, Step Two meetings and arbitration hearings and to travel to and from such meetings and hearings. When an employee's attendance is required pursuant to an Arbitrator's

subpoena (not issued at the request of the Union), the employee will be granted time off without loss of pay to attend the portion of the Step Three arbitration hearing where their attendance is required, as well as for the time spent traveling to and from such arbitration hearing.

d. A reasonable number of witnesses and/ or resource people shall be allowed to attend a Step One or Step Two meeting or a Step Three arbitration hearing. When the Union seeks to have a witness or resource person attend a Step One or Step Two meeting or a Step Three arbitration hearing, the witness or resource person (or the Union on the witness or resource person's behalf) must submit a request in writing to the appropriate supervisor and the supervisor shall grant the request in writing so long as the work responsibilities of the witness or resource person are adequately covered, and providing further that there is no disruption of work. If such a request is granted, the witness or resource person will be permitted to attend the meeting or hearing, and to travel to and from such meeting or hearing, without pay.

## **2. Information**

a. Upon receipt of written request by the Union, HMFA shall make available to the Union information in its possession to which the Union is entitled pursuant to applicable law. Management shall provide the requested information within seven (7) days from receipt of the request.

b. Upon receipt of a written request from HMFA, the Union will make available to the HMFA requested information and documents in its possession necessary for management to respond to the grievance. Such information shall be provided to HMFA by the Union within seven (7) days from receipt of the written request.

c. Any disputes concerning information requests pursuant to this Section shall be resolved by the Arbitrator that is selected to hear the grievance pursuant to Section C.4.b, above.

## **3. Group Grievances**

a. Where a grievance affects more than one employee, the Union may file a grievance on behalf of a group of employees, so long as the written grievance describes the identity of those belonging to the group. The Union may designate any one member of the group as the grievant for purposes of attending the Step One and/or Step Two meeting, and a "designated union representative" may represent such individual at such meetings.

b. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the HMFA to consolidate such grievances at any Step of the grievance



procedure; provided, however, that the time limitations expressed elsewhere herein are understood to remain unaffected. The HMFA shall notify the Union in writing concerning its decision to consolidate grievances.

#### **4. By-passing Steps**

A grievance may be initiated at or moved to any step of the procedure without hearing at a lower step by mutual agreement of the parties, which must be in writing. If the parties agree to skip Step One of the grievance procedure and move directly to Step Two, then a Step Two meeting is mandatory and must be scheduled in accordance with the provisions set forth in Step Two above.

#### **5. The Right to Amend**

The Union may undertake to amend the grievance during the initial step at which such grievance is filed. Moreover, at any time prior to the Step 2 meeting, or, in the absence of a Step 2 meeting, within seven (7) days from the date the appeal was filed, the Union may amend the grievance by mutual agreement of the parties. It is understood that such amendment is only for the purpose of clarification and shall not be utilized to change the nature of the grievance or to include additional issues.

#### **E. General Procedures**

1. The lack of response by management within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.

2. If, at any step in the grievance procedure, the HMFA's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

3. Grievance resolutions or decisions at Steps One and Two shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made in writing by the HMFA and the authorized representative of the Union.

4. The inclusion of or reference by name or title or otherwise in this Agreement to laws, rules, regulations, formal policies or orders of the HMFA, shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Agreement.

5. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of any contractual

grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

6. A "non-contractual grievance" as defined in Section B.1.b above, may be processed through Step Two of the grievance procedure, but may not be submitted to arbitration.

7. When an employee formally elects to undertake the resolution of a contractual grievance through any available procedure established by an agency of proper authority outside of those provided herein, such election shall constitute an absolute waiver of the option to appeal the grievance to arbitration unless the parties mutually agree otherwise.

8. The HMFA and the union agree that appeals to arbitration that are not scheduled for hearing within eighteen (18) months after a Step Two decision is rendered will be considered withdrawn unless the parties mutually agree to extend the matter.

## ARTICLE 4

### WORKING TRIAL PERIOD

#### A. General Provisions

1. The working trial period is designed to permit the HMFA to determine how well a newly hired employee, and/or newly promoted or newly reassigned employee is performing the duties of the new position.
2. The Working Trial Period shall be applicable to any HMFA employee that is part of one of the groups defined below:
  - (a) New Hire - An external candidate that is hired to fill a vacant position;
  - (b) Promoted Employee - An HMFA employee that assumes new job responsibilities in a position that requires a higher and/or different level of skills and abilities; and,
  - (c) Reassigned Employee - An HMFA employee that assumes different job responsibilities and job title.
3. All reassignments shall be subject to a working trial period, except reassignments to titles previously held by the employee where the employee satisfied the working trial period.

#### B. Duration

1. New Hires: The working trial period for new hires begins on the employee's start date and extends over the next twelve weeks. During this period the employee will receive two performance evaluations at six-week intervals. If performance on one evaluation is rated as Unacceptable, a third evaluation will be given for a six-week period after the completed second evaluation. A new hire that receives two Unacceptable performance ratings during the working trial period may be terminated at the sole discretion of HMFA.

2. Promoted or Reassigned Employees: The working trial period for any HMFA promoted or reassigned employee begins on the effective date of the promotion or reassignment and extends over the next twelve weeks. During this period the employee will receive two performance evaluations at six-week intervals. If performance on one evaluation is rated as Unacceptable, a third evaluation will be given for a six-week period after the completed second evaluation and the employee will be placed on a Development Plan. If a promoted or reassigned employee is rated as Unacceptable on two evaluations during the working trial period, the employee shall be returned to the job title held prior to the promotion or reassignment. If such return results in a surplus of employees in the job title, the layoff provisions of Article 18 (Reduction in Force), including the provisions providing for reassignment or demotion to avoid layoff, may be used to right size the number of positions in the job title.

**C. Evaluation Procedure**

1. Employees will be rated by the appropriate supervisor as Acceptable or Unacceptable in the manner provided by HMFA policy. Upon completion of the evaluation form, the supervisor shall meet with the employee to discuss work performance in relation to the evaluation. At this meeting, the employee shall sign the evaluation form.
2. All signed evaluation forms shall be retained in the employee's personnel file in the Division of Human Resources. The employee shall also be provided with a signed copy of the evaluation.
3. When a new hire, promoted employee or reassigned employee is extended for an additional six-week working trial period, the employee and her/his supervisor shall meet to mutually identify improvement goals and solutions to problem areas.
4. Nothing shall prohibit the employee from meeting with her/his supervisor between evaluations to discuss matters relating to work performance and the working trial period.
5. While the evaluations that are required pursuant to this Article should be completed and discussed between the supervisor and the employee at the intervals

set forth herein (six-week intervals for new hires, promoted employees and reassigned employees), situations may arise that delay the evaluation from being completed and/or delay the meeting from taking place. In such circumstances, the employee or a designated union representative shall notify HMFA in writing of: (a) the name of the employee on the working test period, (b) the date upon which the evaluation should have been completed and discussed with the employee, and (c) the fact that the evaluation has either not been timely completed or the meeting to discuss the evaluation has not been timely held. Upon receipt of such written notice, the supervisor shall complete the evaluation and meet with the employee as soon as practicable, but no later than 14 days after receipt of the written notice.

#### **D. Appeal Procedure**

1. An employee that receives a second Unacceptable rating on any evaluation during the working trial period may appeal the second Unacceptable rating to the individual designated to hear Step Two grievances pursuant to Article 3. This appeal must be filed in writing within seven (7) days of the challenged Unacceptable rating or within seven (7) days from the date upon which the employee was notified of the action to be taken by HMFA as a result of the employee's second Unacceptable rating. The appeal must set forth the reason(s) that the employee is challenging the Unacceptable rating and/or the reason(s) that the employee is challenging HMFA's decision to take action pursuant to the Unacceptable rating.
2. This shall be the sole and exclusive procedure for challenging the evaluations and/or decisions made by HMFA as a result of evaluations during an employee's working trial period.
3. HMFA shall schedule a meeting with the employee within fourteen (14) days of receipt of the appeal, and HMFA shall provide written notice to the employee and Union of the date, time and location of the meeting. If the Union makes a written request for a different date and time for the meeting, such request shall not be unreasonably denied and the parties will arrange for an alternate date and time that is acceptable to both parties.

4. The employee may be represented at the meeting by a "designated union representative." At the meeting, one person shall act as a spokesperson for the employee and one person shall act as the spokesperson for HMFA. The HMFA spokesperson shall be permitted to ask questions, if necessary, to determine the basis for the appeal, as well as questions concerning the facts and circumstances related thereto.
5. HMFA shall render a written decision on the appeal within twenty one (21) days of the meeting and this written decision shall be provided to the grievant and the Union.
6. The decision of HMFA on the appeal shall be final and binding and not subject to further appeal in any forum.

## ARTICLE 5

### DISCIPLINE

#### A. General Procedures

1. This Article is the exclusive procedure for the processing of disciplinary actions for employees covered by this agreement, except that this Article does not apply to newly hired employees during the working trial period set forth in Article 4. Such newly hired employees can be disciplined or terminated at the sole discretion of HMFA, without any right to appeal pursuant to this disciplinary procedure.

2. HMFA shall have the right to discipline employees for just cause. Discipline under this Article includes the following: (1) written reprimand, (2) fine, (3) suspension without pay, (4) demotion, or (5) termination. Dismissal from service or reassignment to a lower paying job title pursuant to a layoff or other operational judgment of the HMFA shall not be construed to be discipline.

3. The burden of proof in disciplinary proceedings shall be upon the HMFA.

4. All references to "days" in this Article are calendar days.

5. Time limits under this Article may be modified only by mutual agreement of the parties, which must be in writing.

6. Where the HMFA imposes or intends to impose discipline, HMFA shall provide the employee with written notice of the disciplinary action, which shall contain: (a) a general description of the alleged acts and/or conduct upon which the discipline is based; and (b) the penalty to be imposed. The Union shall be provided with a copy of the written notice and a copy of the written notice shall be placed in the employee's personnel file.

7. The HMFA shall not serve an employee with written notice more than ninety (90) days after the date on which the person filing the written notice obtained sufficient information to file the matter upon which the notice is based, except for acts which would constitute a crime.

8. If it is determined that HMFA imposed discipline on an employee without just cause, either after the meeting set forth in sub-section B below or after an arbitration hearing set forth in sub-section C below, the employee initially disciplined shall not be recharged with discipline on matters arising out of the same facts that the initial discipline was based upon.

**B. Appeals**

1. The employee or a designated union representative on behalf of the employee may appeal any disciplinary action. The employee or designated union representative shall complete a "Disciplinary Action Appeal Form" and shall have the right to set forth in writing why the disciplinary action is unfair or unwarranted and provide a suggested resolution. The Disciplinary Action Appeal Form must be provided to the employee's supervisor and the office or individual designated by HMFA within seven (7) days of the date that the written notice of discipline was received by both the employee and the Union.

2. A meeting shall be scheduled by HMFA within fourteen (14) days of the receipt of the appeal unless the parties mutually agree otherwise. HMFA shall provide written notice to the employee and the Union of the date, time and location of the meeting. If the Union makes a written request for a different date and time for this meeting, such request shall not be unreasonably denied and the parties will arrange for an alternate date that is acceptable to both parties.

3. The employee may be represented at the meeting by a "designated union representative." At the meeting, one person shall act as a spokesperson for the employee and one person shall act as the spokesperson for management. The management spokesperson shall be permitted to ask questions, if necessary, to determine the basis for the employee's claim that the discipline was without just cause. Management and the Union are encouraged to resolve disputes over the proposed disciplinary action at the meeting/hearing.

4. A written decision will be rendered by management within fourteen (14) days of the meeting and provided to the employee and the "designated union representative" that attended the meeting. The written decision shall set forth the acts and/or conduct upon which the disciplinary penalty is based and the penalty to be imposed. If the penalty to be imposed is a suspension or termination, the written decision shall set forth the effective date of such suspension or termination.



C. **Arbitration**

1. Within fourteen (14) days of receipt of the written decision on the appeal, or fourteen (14) days from the date on which the written decision was due, whichever is earlier, the Union may appeal the disciplinary decision by mailing a written request for arbitration to the NJ Public Employment Relations Commission and sending a copy of the written request to the HMFA.

2. Arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission.

3. The Arbitrator shall conduct a hearing to determine the facts relating to the discipline imposed. The issue before the Arbitrator shall be limited to a determination of whether HMFA had just cause to impose discipline on the employee, and if so, whether the penalty imposed was appropriate. The Arbitrator shall render a written Award that sets forth the basis for his determination on these issues. The Arbitrator shall be confined to these issues and shall have no authority to determine any other issue, nor shall the Arbitrator submit observations or declaration of opinions which are not essential in reaching the determination. The decision or award of the Arbitrator shall be final and binding consistent with applicable law and this Agreement. The Arbitrator's Award shall be provided to HMFA and the Union.

4. If the Arbitrator determines that discipline was imposed without just cause, the Arbitrator shall have the power to (a) reinstate the employee to his or her position, (b) award back pay to compensate the employee for lost wages during assigned working hours, and/or (c) restore all seniority the employee would have earned had the employee not been improperly disciplined, (d) reimburse the employee for any improperly paid fine, or (e) require that the discipline be declared null and void and removed from an employee's personnel file.

5. The fees and expenses of the Arbitrator shall be divided equally between the parties. Either party may make a verbatim record through a certified transcriber. Such record is to be made at the requesting party's expense. However, if both parties want a copy of the transcript, the cost of the transcript and the certified transcriber shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

**D. Information**

1. In connection with any disciplinary action, HMFA, upon receipt of written request by the Union, shall make available to the Union information in its possession to which the Union is entitled pursuant to applicable law. Management shall provide the requested information within seven (7) days from receipt of the request.

2. If the parties are unable to agree upon the nature of the information to be provided before an appeal to arbitration, the parties may seek resolution of the dispute in an administrative or judicial forum or through arbitration. However, once discipline is appealed to arbitration, the Arbitrator that is selected to hear the disciplinary matter pursuant to Section C above shall have exclusive authority to resolve the information dispute.

**E. Disciplinary Investigations**

If an employee reasonably believes he or she may be disciplined, the employee can request that a designated union representative accompany them during an investigatory interview. Upon such request, the employee has the right to be accompanied by a designated union representative during the investigatory interview. The designated union representative has the right to provide advice and counsel to the employee, so long as the designated union representative does not unreasonably interfere with the investigation. Notwithstanding the foregoing, the employee's right to a designated union representative cannot serve as a basis to delay the investigatory interview by more than two (2) hours, in the event a designated union representative is not available during that two (2) hour period, the Union will have up to 24 hours to provide representation.

**F. Time Off**

1. An employee who is the subject of discipline shall be entitled to attend the meeting set forth in section B above or the arbitration hearing set forth in section C above without loss of pay, as well as for travel to and from such meetings and hearings.

2. A designated union representative will be granted time off without loss of pay to attend the appeal meeting referenced in Section B above and/or the arbitration hearing set forth in Section C above, as well as for travel to and from such meetings and hearings.

3. When their attendance is required by HMFA, a reasonable number of witnesses

employed by the HMFA will be granted time off with pay to attend departmental review meetings and hearings, arbitration hearings, and to travel to and from such meetings and hearings. When an employee's attendance is required pursuant to an Arbitrator's subpoena (not issued at the request of the Union), the employee will be granted time off without loss of pay to attend the portion of the meeting or arbitration hearing where their attendance is required, as well as for the time spent traveling to and from such arbitration hearing.

4. A reasonable number of witnesses and/ or resource people shall be allowed to attend a meeting or arbitration hearing pursuant to this Article. When the Union seeks to have a witness or resource person attend such meeting or arbitration hearing, the witness or resource person (or the Union on the witness or resource person's behalf) must submit a request in writing to the appropriate supervisor and the supervisor shall grant the request in writing so long as the work responsibilities of the witness or resource person are adequately covered, and providing further that there is no disruption of work. If such a request is granted, the witness or resource person will be permitted to attend the meeting or hearing, and to travel to and from such meeting or hearing, without pay.

#### **G. Immediate Suspensions Without Pay**

1. 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 the health, safety, order or effective direction of public services.

2. An employee may be suspended immediately when the employee is formally charged with a crime of the first, second, third or fourth degree or any disorderly persons offense.

3. Where a suspension is immediate under (1) or (2) above, and is without pay, the employee must first be apprised either orally or in writing, of the basis for the immediate suspension. Upon being provided with the basis for the suspension, the suspension shall go into effect immediately. However, while the suspension is still in effect, the employee shall be given an opportunity to respond and explain why an immediate suspension is not appropriate under (1) and (2) above. The employee shall be given sufficient time not to exceed 24 hours to get a designated union representative to represent them in the discussion with management concerning

the immediate suspension.

4. An employee that is immediately suspended without pay pursuant to this section shall not be granted time off with pay pursuant to sub-section F(1) above.

## ARTICLE 6

### UNION RIGHTS AND REPRESENTATIVES

#### A. Access to Premises

1. The Union may request that designated union representatives, as defined in Article 3, whose names and identification have been previously submitted to and acknowledged by the HMFA, be admitted to the premises of the HMFA on Union business. Such requests must be in writing and received by HMFA not less than 7 days in advance of the date for which access is requested. The written request must specify: (a) the purpose for which access is requested, (b) the proposed time and date for the access, and (c) the specific work areas involved. Permission for such visits shall not be unreasonably withheld. The Union shall be responsible to pay for any costs that are associated with the Union business.

2. When HMFA grants such a request, the designated union representative(s) shall only be permitted to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. The HMFA will designate appropriate places for such meetings at its facilities and shall not be required to permit such meetings to take place at times when there is not proper supervision or security on the premises.

3. The above provisions are not intended to restrict designated union representatives from exercising their ordinary right as citizens as regards access to the public premises of the HMFA.

#### B. Leave of Absence for Union Activity

1. Effective upon ratification of this agreement, the HMFA agrees to provide a total of 5 days per calendar year of leave of absence with pay for designees of the Union to attend union activities for which appropriate approval of the HMFA is required. In addition, effective upon ratification of this agreement, the HMFA agrees to provide a total of 5 days per calendar year of leave of absence without pay for designees of the Union to attend Union activities for which appropriate approval of the HMFA is required. The 5 days of paid leave and 5 days of unpaid leave are total amounts for the Union, not per employee. A written request for such leave must be provided to the appropriate supervisor at least 14 days in advance and the supervisor shall grant the request in writing so long as the work responsibilities of the designated union

representative seeking such leave of absence are adequately covered, and providing further that there is no disruption of work.

2. The leave of absence provided for in this Section is in addition to time provided for in Section 2D, which concerns administration of this Agreement.

3. In addition to the leave provided in Section B1, above, HMFA agrees to permit a maximum of two stewards with paid time off to attend contract negotiation sessions when the parties are engaged in collective bargaining. Each steward that seeks paid leave for contract negotiation sessions must submit a written request for such leave at least 48 hours in advance of the session, and must obtain written approval from his/her supervisor to be entitled to such leave.

### **C. Bulletin Boards**

1. The HMFA will make space available for bulletin boards for the exclusive use of the Union at HMFA premises at 637 South Clinton Avenue in both the lunchroom and the side entrance to the building. In addition, the HMFA will make space available for a bulletin board for the exclusive use of the Union at HMFA's contract administration building located at 650 South Broad Street. The Union must supply the bulletin boards to be placed in these locations. The space provided for each bulletin board will minimally approximate 30" by 30" or an equivalent.

2. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The material shall not contain anything that HMFA, in its sole discretion, deems to be profane, obscene or defamatory of the HMFA or its representatives and employees, nor anything constituting election campaign material. Materials which violate the provisions of this Section shall not be posted and, if posted, can be removed by HMFA.

3. Material to be posted will consist of the following: (a) Union elections and results thereof, (b) Union appointments, (c) Union meetings, (d) social and recreational events of the Union, and (e) reports of official Union business and achievements.

**D. Union Stewards and Representatives**

1. The Union has the sole right and discretion to designate employees of the HMFA to serve as stewards and/or Union executive board members, as those terms are defined in Article 3.

2. The Union agrees to furnish the HMFA with complete written lists of its designated union representatives, including stewards, union staff representatives and union executive board members, as these terms are defined in Article 3. The Union further agrees to inform the HMFA of any changes to these designations and to keep such lists current and correct at all times.

**E. Informational Postcards**

1. The Union will make available to the HMFA self-addressed stamped postcards. The postcard will contain space for the following information: employee name, employee address, home phone number, job title, hiring date, and department or division for which the employee was hired.

2. Upon receipt of such cards from the Union, the HMFA personnel office(s) will distribute the card to new hires in titles covered by this Agreement when such new hire comes in to fill out the necessary paperwork needed to initiate the payroll process. The employee has the option of filling out the card and sending it to the Union.

**F. Notification of New Hires**

1. HMFA shall notify the Union every sixty (60) days of any new hires that HMFA has hired into Union bargaining unit positions.

## ARTICLE 7

### PERFORMANCE ASSESSMENT REVIEW

#### A. General Provisions

1. The Performance Assessment Review (PAR) will apply to all employees covered by this agreement.
2. The PAR will consist of a two (2) tier rating system: satisfactory or unsatisfactory.
3. A PAR meeting will be conducted annually covering the period of January 1 through December 31.
4. An employee will only be rated by a supervisor who supervised the employee for at least two months, exclusive of the Working Trial Period. The employee's overall rating will be a pro-ration of all ratings received during the rating period.
5. When there is a change in job title during the performance review period, the old performance agreement shall be closed out and a new performance agreement will be prepared. The employee's performance during the portion of the rating period under the old performance agreement shall be rated, provided the supervisor supervised the employee for at least two months, exclusive of the Working Trial Period. The employee's overall rating will be a pro-ration of all ratings received during the rating period.
6. If an employee has two or more supervisors during the rating period, only those supervisors who supervised the employee for at least two months, exclusive of the Working Trial Period, will rate the employee. The employee's overall rating will be a pro-ration of all ratings received during the rating period.
7. Within a reasonable time after an employee is hired or placed in new job title, the employee will receive a performance agreement which identifies the employee's major work assignments and performance standards.



**B. The PAR Form**

1. The PAR form will contain sections for the employee's goals and comments, major work assignments, performance standards and ratings.
2. The PAR form may be modified by the HMFA upon sixty (60) days notice to the Union, provided that the modifications do not conflict with the provisions of this Article. The Union may submit comments concerning the modifications within forty-five (45) days of receipt of the proposed modifications. Prior to issuing the modified form, the HMFA will consider comments timely submitted by the Union. The Union may grieve a dispute over the modification of the PAR form, but may only arbitrate whether the modification violates the provisions of this Article.

**C. Performance Assessment Review Meeting**

1. Prior to the annual PAR meeting, the applicable supervisor, director and/or executive staff will complete and sign the evaluation section of the PAR form.
2. Prior to the annual PAR meeting, the employee's supervisor will provide the PAR form to the employee, which will include the performance agreement for the current and upcoming year and the performance evaluation.
3. At the PAR meeting the supervisor and employee will discuss whether the employee met the previous year's standards for satisfactory performance and will mutually formulate standards for satisfactory performance for the upcoming year.
4. Following the PAR meeting, the employee will sign the appropriate section of the PAR form. The required signature of the employee on the PAR shall be an acknowledgment that the employee reviewed and discussed the PAR with the employee's supervisor and shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee. The form will be placed in the employee's personnel file and provided to the employee and the employee's supervisor.

**D. Unsatisfactory Rating**

1. If an employee receives a rating of unsatisfactory, the employee and the employee's supervisor will complete an Employee Development Plan (Plan) and the employee will be placed on a two month probationary period.
2. The Plan will list the specific performance deficiencies which resulted in the unsatisfactory rating and the measures necessary to correct the deficiencies. Performance criteria in the Plan must be measurable and achievable.
3. During the time the Plan is in effect, a supervisor will meet periodically with the employee to discuss the employee's performance.
4. If the employee does not successfully complete the Development Plan the employee may be terminated and such termination may be appealed pursuant to Article 5 (Discipline) of this Agreement.

**E. Appeal of Unsatisfactory Rating**

1. An employee, or the Union on behalf of an employee, may appeal an unsatisfactory rating within seven (7) days of the annual PAR meeting.
2. A step one appeal may be filed with the Manager of Human Resources on a form mutually agreed to by the Union and HMFA.
3. Within seven (7) days of receipt of the step one appeal the Manager of Human Resources will meet with the employee and the Designated Union Representative.
4. If the appeal is not satisfactorily resolved at step one, a step two appeal may be submitted to the appropriate Executive Staff member within seven (7) days of the step one meeting. Within seven (7) days of the receipt of the step two appeal, the appropriate Executive Staff member will meet with the employee and the Designated Union Representative. The step two decision of the Executive Staff member will not be subject to review through the Article 3 grievance/arbitration procedure.
5. All disputes that arise under this Article that do not involve an unsatisfactory rating will be processed in accordance with the Article 3 grievance/arbitration procedure.

## ARTICLE 8

### HEALTH AND SAFETY

A. The provisions of this article shall only apply to facilities owned or leased by HMFA, including HMFA owned or leased parking facilities. The HMFA shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment within the facilities owned or leased by HMFA (including parking facilities). The parties agree to cooperate in maintaining and improving safe working conditions and health protection for employees within such facilities. Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated by HMFA. Following such investigation, if HMFA determines that corrective action is necessary to remedy any unsafe or unhealthful condition, such corrective action shall be initiated as soon as practicable thereafter.

B. Employees shall not be required to work under conditions of work which are unsafe or unhealthful. If an employee is disciplined for refusing a job assignment based on an unsafe or unhealthful condition, the Union bears the burden of establishing that the employee's refusal was reasonable. An employee whose work is temporarily eliminated as a result of the foregoing may be promptly assigned on an interim basis to other comparable work for which the employee is qualified to perform.

C. The HMFA will appoint a health and safety coordinator who will have the power to investigate employee health and safety complaints and who shall have the authority to recommend to the Executive Director or his/her designee the issuance of stop work orders when there is an imminent threat to employee safety or health. The Executive Director or his/her designee shall act on the recommendation within a reasonable period of time. The health and safety coordinator will report directly to the Executive Director or his/her designees. The Union will be provided with the name of the health and safety coordinator.

D. If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the HMFA will expedite such medical treatment by calling for an ambulance, if necessary, or by arranging for transportation to a recognized medical facility when the injured employee can be moved.

**E.** Either the Union or the HMFA may request a meeting to discuss workplace health and safety issues. When the Union makes such requests it must do so in writing and describe in detail the issues to be discussed at the proposed meeting. Such requests will not be unreasonably denied.

**F.** 1. References to safety are intended to include a concept of reasonable personal security and protections for employees in the workplace. In this regard employees are required to abide by the applicable HMFA building security policy set forth in Policy No. 14.00.

2. It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. However, this is not intended to eliminate the HMFA's general obligations for the safety and health of such employees as set forth in other provisions of this Article.

3. Notice of proposed HMFA building relocations shall be provided to the Union. The HMFA agrees to meet with the Union concerning the impact of such relocations upon health and safety conditions and other terms and conditions of employment.

**G.** An employee who is pregnant and experiencing significant discomfort at work may request a reasonable accommodation at her work station, when medically supported by a doctor's note. Such requests will not be unreasonably denied.

## ARTICLE 9

### MANAGEMENT RIGHTS

- A. The Union recognizes that the management of HMFA and the direction of the workforce is vested exclusively in HMFA's management as set forth in this Article, except as expressly limited elsewhere in this Agreement.
- B. Except where expressly limited elsewhere in this Agreement, HMFA hereby retains and reserves to itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in HMFA prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States, including, but not limited to the right to: schedule and assign work to employees and to set employees' working hours; to hire, transfer, reassign, promote; to demote, discipline, suspend or discharge employees for just cause; to relieve employees from duty due to lack of work; to select, install and utilize equipment, or to change or eliminate equipment; to create or eliminate any or all job titles; to determine the size and requirements of the work force; to determine the qualifications and conditions for continued employment; to retain, layoff or decide not to fill a vacancy; to rehire employees as per HMFA requirements, skill and efficiency, and/or other qualifications that HMFA deems appropriate. HMFA shall have the right to make and enforce rules, regulations, policies and procedures relating to the conduct and activities of employees in any manner not inconsistent with this Agreement.
- C. Nothing in this Article shall be deemed to limit the rights of HMFA. HMFA's decision not to exercise the rights reserved to it herein, or its exercise of such rights in a particular way, shall not be deemed to be a waiver of said rights.

## ARTICLE 10

### USE OF HMFA E-MAIL SYSTEM

- A. The parties agree that bargaining unit members and Union Staff Representatives may access the HMFA e-mail system subject to the conditions and restrictions set forth in this Article.
- B. The content of any e-mail message that is permitted pursuant to this Article shall be limited to the following: (a) Union elections and results thereof, (b) Union appointments, (c) Union meetings, (d) social and recreational events of the Union, (e) reports of official Union business and achievements, and (f) union grievances.
- C. No e-mail message shall contain anything that HMFA, in its sole discretion, deems to be profane, obscene or defamatory of the HMFA or its representatives and employees, nor anything constituting election campaign material.
- D. Employees covered by this Agreement, including stewards, shall be prohibited from opening, reading, reviewing, forwarding, drafting a response to or sending an e-mail during the employee's work time, including any overtime worked by the employee.
- E. Attachments to e-mail messages sent pursuant to this Article are strictly prohibited.
- F. Any e-mail that is sent pursuant to this Article must contain the words, "Union Business" in the subject line of the e-mail.
- G. Every e-mail that is sent or forwarded pursuant to this Article must be copied to the HMFA Chief of Operations and the HMFA Chief of Regulatory Affairs.
- H. Any employee that violates any provision of this Article shall be subject to disciplinary action.
- I. The Union shall indemnify and hold HMFA harmless against any claims, suits, grievances or other liabilities arising from the Union's use of the HMFA e-mail system.

## ARTICLE 11

### EFFECT OF LAW

- A. Legislative Action: In the event that legislation becomes effective during the term of this Agreement that requires HMFA to provide wages and/or fringe benefits to employees that are greater than those set forth in this Agreement, this Agreement shall not be construed as a limitation on the employees' eligibility for such benefits.
- B. Savings Clause: The parties agree that should any provision of this Agreement be declared by the New Jersey Public Employer Relations Commission or by any State or Federal Court of competent jurisdiction to be unlawful, invalid, ineffective, or unenforceable, said provision shall not affect the validity and enforceability of any other provision of this Agreement and the remainder of this Agreement shall continue in full force and effect.

## ARTICLE 12

### TUITION ASSISTANCE PROGRAM

#### A. PURPOSE & GOALS

1. The HMFA believes in and fully supports education and career development and has therefore established a comprehensive tuition assistance plan. The HMFA encourages voluntary participation in education and study that benefits both the employees and the HMFA through increased knowledge and skills. The tuition assistance program exemplifies the HMFA's commitment to continued education.
2. Through its program, HMFA assists employees with the cost of tuition, certain required fees and textbooks for approved courses taken at the employee's initiative, outside regular working hours and at an accredited educational institution. Reimbursement and ultimate taxation will be processed in accordance with applicable Internal Revenue Service regulations.
3. The HMFA offers tuition assistance to encourage and assist employees in increasing their knowledge, skills and abilities in order to perform the responsibilities of their current position or strengthen the employee's potential contribution to the overall mission of the HMFA. The continued success and increased productivity of the HMFA depends on a highly skilled, well-educated workforce.

#### B. DEFINITIONS

1. An *accredited educational institution* has been certified as meeting a prescribed standard. The HMFA Tuition Assistance Program applies to courses of study offered by the following types of accredited educational institutions:
  - a. High Schools - Courses required to obtain a high school diploma.
  - b. Business Schools - Courses designed to enhance present skills or to acquire additional skills of value to the company.
  - c. Colleges and Universities - Courses leading to an approved degree within the scope of an employee's job or a job which the employee may reasonably be expected to progress into.
2. An *official grade report* may be the original grade report mailed to the student or a



certified true copy of same by a member of the Human Resources team.

3. A *graduate level course* is identified as any course taken by an employee who has either received a bachelor's degree (or equivalent) or is matriculating toward an advanced degree, leading to a law, business or other professional degree.
4. An *undergraduate level course* is any course taken by a student towards the attainment of a certified degree from an accredited college or university.
5. A *valid receipt* may be either the original receipt or a certified true copy of same by a member of the Human Resources team. The receipt must indicate payment of all costs to be reimbursed.
6. The *College Level Examination Program (CLEP)* is a computer -based testing program offered to students who wish to earn credits toward their college degree. CLEP examinations cover material taught in courses that most students take as requirements in the first two (2) years of college. The CLEP makes it easier for students to get their degrees more quickly and earn credits for what they already know.

## C. **POLICY**

### 1. **ELIGIBILITY**

- a. Tuition assistance is available to full-time employees who have been employed for at least one (1) year and who have received a Performance Assessment Review of satisfactory on their last annual evaluation.
- b. Interns, part-time and probationary employees are not eligible to participate.

### 2. **APPROVED COURSES AND INSTITUTIONS**

- a. Courses eligible for reimbursement must be taken at an accredited educational institution. So long as all other requirements are met, employees are eligible for reimbursement for on-line courses.
- b. Courses must be directly related to the requirements and performance objectives of the employee's present work assignment or be required as part of a degree program that is directly related to the business of the Agency.

- c. All courses should:
  - i. Be scheduled outside the employee's regular work hours (all homework assignments must be done on the employee's personal time),
  - ii. Require actual class, lecture or laboratory attendance, or require supervised meetings with faculty, (except for CLEP examinations or on-line courses) and
  - iii. Begin on or after the completion of one (1) year employment with the HMFA.
- d. The HMFA makes no commitment to provide for all courses leading to a degree. Each course must be applied for separately prior to registration, be evaluated on its individual merit in accordance with this policy and procedure and be within the allotted board approved budget.
- e. The determination of an approved course and/or institution is the responsibility of the Manager of Human Resources in cooperation with other designated Executive members.
- f. All CLEP examinations must be pre-approved by the accredited educational institution.

### 3. REIMBURSEMENT AMOUNTS

- a. Tuition reimbursement is subject to the current availability of funds appropriated for tuition assistance. Approval is on a first-come, first-serve basis, as budgeted funds permit and employees are notified of such approval by Human Resources.
- b. The HMFA reimburses employees eighty- five percent (85%) of certain tuition, registration, laboratory fees, and required textbooks. Reimbursement for tuition, however, will be based on eighty- five percent (85%) of the tuition rates as published by Rutgers University for New Jersey residents taking undergraduate, graduate, or law school courses. For example: If the rate as published by Rutgers University is presently two hundred and fifty five dollars and forty cents (\$255.40) per credit for an undergraduate course and an employee is attending another educational institution and the charge for an undergraduate course per credit is three hundred and ten dollars (\$310.00), then the employee will only be

reimbursed eighty-five percent (85%) of two hundred and fifty five dollars and forty cents (\$255.40) or two hundred and seventeen dollars and nine cents (\$217.09) per credit. Rutgers University rates will be reviewed on an annual basis and adjusted accordingly. The rate for employees taking graduate courses is based on the Rutgers University General Graduate Program rate.

- i. Fees not directly related to a course will not be approved. This includes, but is not limited to application, computer, consulting, deferred payment, general, penalty/late, student and technology fees. All computers, copy costs, equipment, insurance, parking, postage, software, supplies, social activities/clubs, telephone, tests, transcripts and travel expenses are also the responsibility of the employee.
  - ii. The costs associated with the CLEP examinations (i.e., service and/or special administration fees) will be at the employee's expense.
- c. Reimbursement is limited to two (2) courses (not to exceed seven (7) credit hours) per semester for a total of six (6) courses annually.
  - d. Reimbursement is made upon submission of the official grade report noting the successful completion of the course(s) with a grade of "C" or better, and a "Satisfactory" or "Pass" for audited course and valid documentation of all expenses paid. A grade report posted to the Internet may not be accepted as an official grade report,
  - e. Reimbursement for CLEP examinations is based on the same criteria as (a), (b) and (c) above; however, reimbursement is made upon submission of the official report/letter received from the attending institution granting the student entitlement to credits based on the results of the exam scores. That is, the CLEP exam scores must meet the institution's requirements of satisfactory scores in order to be eligible for reimbursement.

**4. WORK REQUIREMENT**

- a. Employees will be required to work two (2) months for each credit of course work reimbursed and will start to fulfill their work requirement obligation upon satisfactory completion of the course.
- b. Full-time employees working a reduced or part-time schedule are required to work the equivalent of two (2) months for each credit of course work reimbursed which is equivalent to 42 days or 294 work hours.
- c. Employees who leave the employment of HMFA prior to fulfillment of their work obligation (except in the case of a layoff or permanent disability) will be required to reimburse the HMFA for tuition assistance received on a pro rata basis of the total amount reimbursed by the HMFA.  
For example: a course reimbursement of \$1,200 would be repaid at the rate of \$200 per month. Therefore, an employee who has fulfilled two (2) months of their work requirement would be obligated to reimburse the HMFA \$800.
- d. The work requirement as stated above also applies for employees participating in CLEP.

**5. NO PROMOTION/SALARY INCREASE GUARANTEE**

Employees who complete degree programs or increase their knowledge and skills as a result of their participation in the tuition assistance program are not guaranteed, nor should they expect, a new position or salary increase.

**6. TUITION ASSISTANCE AS A TAXABLE FRINGE**

The taxability of tuition reimbursement is governed by the Internal Revenue Code and changes periodically. Employees are encouraged to consult their tax advisors.

7. **COORDINATION WITH OTHER PLANS**

If the cost of an employee's studies is covered by Veterans Administration benefits or any other public or private source, that source will be considered the primary source for reimbursement and the employee is expected to apply first for such assistance. Duplicate payments will not be made. If the cost of tuition exceeds the amount paid by other sources, the employee may apply for reimbursement of excess costs in accordance with this policy. Employees must indicate whether they are eligible for tuition assistance from other sources on the Tuition Assistance Request Form located in Human Resources.

8. **VIRTUAL LEARNING**

- a. Employees participating in virtual learning environments via cable or the Internet are responsible for the additional fees associated with virtual instruction.
- b. A grade report posted to the Internet may not be accepted as an official grade report.

D. **PROCEDURES:**

1. **REQUEST FOR TUITION ASSISTANCE**

- a. Prior to all course registration, employees should discuss with their supervisor the relationship of the course to their job or the business of the Agency.
- b. All employees must complete a Tuition Assistance Request Form for each course prior to course registration and forward the form(s) to Human Resources by following the schedule provided below:

<b><u>Semester(s)</u></b>	<b><u>Submit Request Form:</u></b>
Fall	April thru September
Spring	October thru March
Summer	February thru August

- c. Valid receipts for all educational costs must be submitted to Human Resources as

soon as possible or as obtained to ensure proper fund allocation.

- d. Human Resources shall review the Tuition Assistance Request Form(s) for completeness and determine eligibility.
- e. The request is either approved or disapproved and the employee is notified via memorandum from Human Resources.
- f. All pertinent documentation is maintained in a Human Resources tuition pending file until employees' grades are received.
- g. Employees who participate in CLEP must attach a copy of the approval form or letter received from the attending educational institution as well as their CLEP Policy Guidelines to the Tuition Assistance Request Form.

## 2. **REQUEST FOR REIMBURSEMENT**

- a. Employees send the official grade report and any outstanding valid receipts for educational costs to Human Resources. Employees participating in CLEP send the official report/letter received from the attending institution granting the student entitlement to credits based on the results of the exam scores to Human Resources. That is, the CLEP exam scores must meet the institution's requirements of satisfactory scores in order to be eligible for reimbursement.
  - i. If the employee does not complete the course(s) satisfactorily or submit the required documentation within sixty (60) days after the completion date of the course (or CLEP exam), he/she may forfeit their rights to reimbursement.
  - ii. If an employee canceled the course, or did not satisfactorily complete the course (or CLEP exam), the employee should notify Human Resources by memorandum or E-mail.
- b. Human Resources will verify grade report and receipts and ensure that the grade requirement has been met.

- c. Human Resources will determine the reimbursable amount and prepare a memorandum to the Payroll Coordinator for processing.
  - i. Tuition refunds are usually made within 10 days of Human Resources' receipt of official grade reports and valid receipts.
  - ii. Reimbursement amounts are usually included in an employee's bi-weekly paycheck.

## ARTICLE 13

### ACCESS TO PERSONNEL FILE

A. HMFA shall maintain an official personnel file for each employee in Human Resources. Upon written request and with reasonable notice, an employee shall have the opportunity to review and examine the contents of his or her official personnel file. The HMFA shall honor the request of such employee for copies of documents in the file. The HMFA shall have the right to have such review and examination take place in the presence of an appropriate official of the HMFA. The employee may file a written response of reasonable length to any documents which are derogatory or adverse to him or her. Such response will be included in the official personnel file and will be attached to and retained with the document in question. If any material, derogatory or adverse to the employee is placed in the official personnel file, a copy of such material shall be sent to the employee. ♦



## ARTICLE 14

### BENEFITS

#### 1. Medical Benefits

- a. HMFA shall continue to participate as a Local Employer in the State Health Benefits Plan ("SHBP") for purposes of medical coverage pursuant to the applicable statutes and regulations that govern the SHBP as may be amended from time to time.
- b. Effective the first full pay period of July 2008, employees shall pay 1.5% of their annual base salary as a contribution to be used for the express purpose of offsetting the cost of medical benefits provided by the HMFA. The parties agree that there shall be no open enrollment period triggered by this contribution. The parties agree that should an employee voluntarily waive all coverage under the SHBP and provide a certification to HMFA that he/she has other medical coverage; HMFA will waive the 1.5% Health Insurance contribution for that employee.
- c. Once established by the State Health Benefits Plan as applied to HMFA, active eligible employees will be able to elect to participate in a PPO, with a national network and the same benefit design as the current NJ Plus plan, except as modified in paragraph 2d below. In the alternative, active eligible employees will be able to elect to participate in an HMO. Effective April 1, 2008, the Traditional Plan and the NJ Plus POS shall be abolished and shall no longer be available to HMFA employees and HMOs shall be consolidated.
- d. Effective April 1, 2008, in-network doctor visit co-pays, including specialist co-pays, will increase from \$10 to \$15. There will be a co-pay of \$15 for the first in-network prenatal visit; subsequent in-network prenatal visits are 100% covered. The emergency room co-pay will increase from \$25 to \$50, which is waived if admitted. All other terms and conditions of coverage, including co-pays, deductibles, coinsurance shall be as per the SHBP, as amended from time to time by the SHBP.

2. **Dental Benefits**

- a. HMFA shall continue to provide employees with dental coverage throughout the term of this agreement under terms currently in effect, including, but not limited to current co-insurance payments, except as modified below.
- b. Effective January 1, 2009, or as soon as practicable thereafter, HMFA shall have the right to require employees to contribute toward the cost of premiums for dental coverage in an amount that shall not exceed 35% of the cost of coverage. Effective January 1, 2010, HMFA shall have the right to increase the percentage contribution to 40% of the cost of coverage. Effective January 1, 2011, HMFA shall have the right to increase the percentage to 45% of the cost of coverage.
- c. Through December 31, 2008, the current practice with respect to employee contributions toward premiums for dental coverage shall continue.

3. **Prescription Drugs Co-pays**

HMFA shall be required to continue to provide employees with Prescription Plan coverage as currently provided until the date of agreed upon changes as set forth herein. Effective as soon as practicable following the first full pay period January 1, 2009, HMFA shall provide employees with a prescription drug plan that has the following co-pays:

<b><u>Category of Drug</u></b>	<b><u>Non Mail Order</u></b>	<b><u>90-Day Mail Order</u></b>
Generic Drugs	\$3.00	\$5.00
Brand Name Drug with no generic equivalent or brand name drugs where employee is medically unable to take the generic version of the drug	\$10.00	\$15.00
Brand Name Drugs with generic equivalent (unless employee is medically unable to take the generic version).	\$25.00	\$40.00

4. **Eye Care Coverage:** HMFA shall continue to provide the current Eye Care Coverage until the date of agreed upon changes set forth below:

- a. **Lenses:** HMFA shall be required to reimburse each employee and each eligible dependent up to a maximum of \$40.00 for regular prescription lenses and \$45.00 for bi-focal lenses or more complex prescriptions annually beginning on July 1, 2008.
- b. **Eye Exams:** HMFA shall be required to reimburse each employee and each eligible dependent up to a maximum of \$35.00 for an eye examination by an Ophthalmologist or Optometrist annually beginning on July 1, 2008.

5. **Retiree Health Benefits**

- a. HMFA agrees to continue to provide the medical coverage set forth in Section 1 of this Article for employees that either: (a) accrue 25 year of pension credit service after June 30, 2007 and on or before June 30, 2011, or (b) retire on a disability pension after June 30, 2007 and on or before June 30, 2011.
- b. Those eligible for retiree medical coverage as set forth in Section 5a above shall, effective July 1, 2007, be required to pay 1.5% of their pension benefit to offset the cost of such coverage. Notwithstanding the foregoing, the 1.5% contribution described herein shall be waived if the retiree participates in the Retiree Wellness Program. Participation shall mean that the retiree completes the designated HRA for at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness Program that the retiree is participating as required. Retirees described in Section 5a above, however, will not have to pay for post retirement medical benefits until such time as they are offered the opportunity to enroll in the Retiree Wellness Program. It will not be the obligation of HMFA to establish such a program. Thus, once a Retiree Wellness Program is open for enrollment to HMFA retirees, retirees described in Section 5a above shall pay 1.5% of their pension benefit as a contribution toward post-retirement medical benefits, but this contribution shall be waived if the retiree enrolls and participates in the Retiree Wellness Program.

- c. Effective July 1, 2008, or as soon thereafter as is practicable, employees described in paragraph 5a above shall only be eligible to receive retiree coverage in a PPO or HMO, with the provisions of Section 5b continuing to apply.
- d. Employees who retired or accrued 25 years of pension service credit prior to June 30, 2007 and who receive retiree medical benefits will also be eligible to participate in the PPO once it is established, at no cost to the retiree, in accordance with the terms of the SHBP and consistent with the terms of this Agreement.
- e. HMFA shall reimburse retirees up to a maximum of 75% of the monthly cost of Medicare Part B premiums.

**6. Pension Benefits**

- a. Effective July 1, 2007 increase employee contribution to PERS from 5.0% to 5.5%.
- b. An employee hired on or after July 1, 2007, whose salary exceeds the social security maximum as established by the Federal government will participate in the defined benefit plan as to the portion of the employee's salary that is at or below the social security maximum and will participate in the defined contribution plan as to the portion of the employee's salary that exceeds the social security maximum. The employer will contribute an amount equal to 3% of the portion of the employee's salary that exceeds the social security maximum as a match for the employee's contribution into the defined contribution plan at 5.5% of the employee's salary that exceeds the social security maximum.
- c. Employees hired on or after July 1, 2007, who meet the applicable years of service requirements, will be eligible to retire with full pension benefits at age 60. There will be a 1% per year benefit reduction for employees who retire between the ages of 55 and 60. There will be a 3% per year benefit reduction for employees who retire prior to age 55.

7. **Long-Term Disability Insurance**

- a. HMFA shall continue to offer Long-term Disability insurance to employees, with employees paying 51% of the applicable premium cost.

8. **Survivorship**

- a. HMFA shall continue to provide survivorship health benefits to eligible dependents of retirees at no cost to the eligible dependent(s).

9. **COBRA**

- a. HMFA shall have the right to assess a 2.00% administrative fee in connection with any payments made by employees relating to continuation of benefits pursuant to COBRA.

## ARTICLE 15

### LIABILITY CLAIMS INDEMNIFICATION

A. Employees covered by this Agreement shall be entitled to defense and indemnification to the extent provided in the applicable provisions of N.J.S.A. 59:10-1 et seq. and N.J.S.A. 59:10A-1 et seq.

B. The provisions of this Article shall not be subject to the Grievance Procedure.

**ARTICLE 16**

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## ARTICLE 17

### SENIORITY

A. Seniority is defined as the accumulated period of service of an employee with the HMFA. Newly hired employees shall be considered to have seniority upon successful completion of the working trial period as set forth in Article 4, effective on the first day worked following such successful completion, but computed from the first day for which an employee is paid by the HMFA. Such seniority is accumulative unless there is or has been a break in service as set forth below.

B. A break in continuous service occurs when an employee resigns, is discharged for cause, retires, is laid off or is on an unpaid leave of absence. Seniority accrued prior to layoff or an unpaid leave of absence shall be continued upon recall from layoff or return to work from an unpaid leave of absence.

C. The HMFA agrees to supply a current bargaining unit seniority list to the Union, upon request, on a semi-annual basis.



## ARTICLE 18

### REDUCTIONS IN FORCE

A. **Layoffs:** The necessity for a layoff, the number of employees to be laid off, and the job titles which shall be laid off are all decisions that shall be made in the sole discretion of HMFA. HMFA shall be required, however, to follow the procedures set forth below:

1. HMFA shall meet with the Union to discuss the impact of the layoff at least fourteen (14) days in advance of the effective date, if practicable. At or prior to the meeting, HMFA shall supply the Union with a list of the positions that HMFA is targeting for elimination, as well as a current list of all employees in such positions with their overall seniority and their seniority within their current job title.

2. HMFA shall try to identify all available employment opportunities and to avoid layoff, if possible, by reassigning or offering to demote employees targeted for layoff to available vacancies within the Agency, if any such vacancies exist, and if such employee is qualified to perform the duties of such vacant position.

3. All employees to be laid off shall be notified by HMFA, in writing, at least ten (10) days in advance of the effective date of the layoff.

4. HMFA shall make layoff decisions in order of seniority within job title, provided that the employee being retained possesses skills, experience, abilities, knowledge, or other qualifications that HMFA deems necessary to perform the duties of the position.

B. **Recall from Layoff:** An employee that is laid off may be recalled by HMFA based on the following procedure:

1. HMFA shall make recall decisions in order of seniority, provided that the employee being recalled is qualified to perform the duties of the vacant position. Notwithstanding the foregoing, HMFA reserves the right to recall an employee that is qualified for the vacant position without regard to seniority, if the employee possesses skills, experience, abilities, knowledge, or other qualifications that HMFA deems necessary to permit continued efficient operation and/or provision of services.

2. HMFA shall notify an employee in writing of the recall no less than ten (10) days prior to the effective date of the recall. The notice of recall must be mailed to the employee's home address that was on record as of the date of the layoff. A laid off employee has the obligation to notify HMFA of any change of home address.

3. An employee that receives a notice of recall must respond in writing to HMFA within five (5) days of the date that the employee received the notice of recall. Failure by the laid off employee to respond to the recall notice and indicate acceptance of the recall offer within this time-frame shall constitute an abandonment of the employee's recall rights.

4. An employee that is recalled must report for reinstatement on the effective date of the recall or be considered to have abandoned his/her recall rights.

5. An employee recalled to a position with a lower salary rate than the rate that the employee was being paid at the time of layoff may refuse such position and still remain eligible for future recall.

6. While on layoff, employees shall not continue to accrue any vacation leave, personal leave or sick leave that they would otherwise be entitled to pursuant to this Agreement.

## **ARTICLE 19**

### **JOB POSTINGS**

A. To provide promotional and lateral job opportunities for HMFA employees, including promotional opportunities outside the negotiations unit, job openings shall be prominently posted for seven (7) calendar days on bulletin boards in central locations at all HMFA work sites and will also be posted electronically, in a manner accessible to all HMFA employees. The posting shall include a description of the job, the title, any required qualifications, the Division of the vacancy, and the salary range. Notwithstanding the foregoing, the posting requirements set forth in this Article do not apply to positions that are at the Director level or above. It is understood that the procedure set forth in this Article shall not hinder the HMFA in filling the vacancy at the earliest time through a temporary assignment.

## ARTICLE 20

### PROMOTIONAL AND LATERAL JOB OPENINGS

#### A. Definitions.

1. Promotion: Upward movement of an employee to a position having increased duties and responsibilities and a higher pay range than the position that the employee previously held.
2. Lateral Job Openings: Movement of an employee to another position in the same pay range as the position that the employee previously held.
3. Temporary Reassignment: A short-term assignment in which an employee fills in for another employee or otherwise performs the duties and responsibilities of a different job. Temporary reassignments can last anywhere from a few days or weeks up to six (6) months.
4. Posted Position: A job opening that is posted by HMFA in accordance with Article 19.

#### B. Procedure for Promotions and Lateral Job Openings.

1. Employees shall have the opportunity to fill vacant HMFA positions through either promotions or lateral job openings using the procedures in this Article and in accordance with the applicable job posting procedures set forth in Article 19. Nothing in Article 19 or Article 20, however, shall be interpreted as precluding HMFA from exercising its managerial right to decide not to fill a particular vacancy.

2. Employees that are qualified and interested in a posted position should apply to HMFA's Human Resources Department by forwarding a cover memorandum and updated resume, indicating how they meet the minimum qualifications for the vacant job. Any employee that meets the requirements of the posted position may make such application, except those employees who have: (a) been in their current position for less than six (6) months, or (b) been subject to disciplinary action pursuant to Article 5 during the last six (6) months unless the discipline has been successfully appealed and rescinded.

3. In considering who to select to fill a posted position, HMFA shall consider how

the applicant's qualifications, including their skills, knowledge, abilities, experience and educational background match up with the essential requirements and functions of the job in question. Other factors that should be considered by HMFA include seniority, disciplinary records, previous performance evaluations, attendance, interpersonal skills, interest in the position, leadership potential, and supervisors' recommendations.

4. Based solely on the criteria set forth above, HMFA must select the applicant that it deems, in its sole discretion, to be most qualified to fill the posted position.

5. Employees should keep a current copy of their resume on file in Human Resources in order to facilitate the promotional process.

6. Qualification assessment criteria shall not be arbitrary or capricious in their design or application. Such criteria shall also conform to the non-discrimination provisions of Article 2(A).

7. HMFA reserves the right to hire from outside the Agency to fill a vacant position when the qualifications of outside applicants as set forth in paragraph 3 above more closely meet HMFA's needs.

8. An employee who accepts a promotion or lateral job opening will retain all sick leave, administrative leave, vacation balances and compensatory time balances.

C. Employees who remain in their job titles for five (5) years or more without qualifying for promotion will, upon request, be offered counseling by HMFA as to what training or qualifications they may need to enhance their abilities to so qualify.

D. If a job opening must be filled before the procedure in this Article can be used to make a permanent selection for the job opening, the job opening can be filled on as a temporary reassignment. An employee who fills the position on a temporary basis may not use such experience in the assessment of their qualifications to hold the position on a permanent basis nor shall the HMFA consider the temporary reassignment in making their assessment of the employee's qualifications.

## ARTICLE 21

### RE ASSIGNMENTS

A. Employees may be reassigned to perform the duties of an employee on an approved leave of absence. The HMFA may also use agency temps or temporary employees to perform the duties of an employee on an approved leave of absence.

B. Employees may be reassigned to fill positions which are not expected to continue for more than twelve (12) months. The HMFA may also use agency temps or temporary employees to fill such positions.

C. Reassignments may be made to accommodate an employee's disability. Such reassignments are of indefinite duration.

D. Reassignments may be made in connection with a disciplinary demotion and when agreed to by the Union and the HMFA to settle a disciplinary dispute.

E. The Union will be notified that an employee has been reassigned within fourteen (14) days after a reassignment.

F. Reassignments under this Article will not be subject to the requirements of Articles 19 and 20.

## **ARTICLE 22**

### **JOB TITLE REVIEW**

1. Where the job duties performed by employees in a job title have materially and substantially changed, employees may request a job title review.
2. Within sixty (60) days of such request, a meeting will be convened, at which the Union may present its position. This meeting must include an HMFA representative from Human Resources, as well as the employee's supervisor.
3. Within ninety (90) days of such request, the HMFA will render a written determination on the request for a job title review.
4. The HMFA's decision will not be arbitrary or capricious. The decision must also comply with the non-discrimination provisions of Article 2 A.
5. Any grievance filed by the Union challenging HMFA's decision pursuant to this Article shall be treated solely as a non-contractual grievance under Article 3, Section B.l.b.

## ARTICLE 23

### SALARY INCREASES

- A. Across the board salary increases: All employees except those that are on a (i) Working Trial Period pursuant to Article 4, or (ii) and Employee Development Plan pursuant to Article 7D, as of the date of the increase shown below, shall be entitled to the following salary increases:

First full pay period after 2/23/07 -	1.60% across the board increase
First full pay period in July 2007 -	3.00% across the board increase
First full pay period in July 2008 -	3.00% across the board increase
First full pay period in July 2009 -	3.50% across the board increase
First full pay period in July 2010 -	3.50% across the board increase

- B. Those employees that do not receive a salary increase because they are on a working trial period as of the date of the increase shall be entitled to receive the salary increase retroactive to the date of the increase after successful completion of the working trial period. Those employees that do not receive a salary increase because they are on an Employee Development Plan pursuant to Article 7D that subsequently successfully complete the Development Plan shall be entitled to receive the salary increase effective for the first full pay period following such successful completion.

- C. Retroactivity: All employees with a date of hire prior to February 23, 2007 shall receive the wage increases set forth above for February 23, 2007 and July 1, 2007 retroactively to February 23, 2007. All employees with a date of hire on or after February 23, 2007, but before July 1, 2007, shall be entitled to receive the February 23, 2007 salary increase set forth above retroactively to date of hire. All employees hired on or after July 1, 2007 will receive the July 2007 wage increase retroactive to date of hire. Retroactivity shall be provided to any employee still with the Agency that held a bargaining unit job title on or after February 23, 2007 and shall cover the retroactive period during which said employee was in the bargaining unit job title. Any employee that was in a bargaining unit



job title and on payroll after July 1, 2007, but who has since retired, is also entitled to receive the retroactive pay increases provided for in this Article.

D. Ranges: Each job title in the bargaining unit shall remain in the Range to which it is currently assigned, as set forth in Appendix A. Effective February 23, 2007, each Range shall have a minimum and maximum salary as set forth in Appendix B, which incorporates the percentage increases set forth in Section A above. Thereafter, the minimum and maximum salary for each Range shall increase by the across the board increases set forth in Section A above. If HMFA determines to fill a vacancy in any job title, either by hiring from the outside or by filling the vacancy from within the bargaining unit in accordance with Article 19 and 20, HMFA shall have discretion to determine the starting salary, but must set the salary for the employee filling the vacancy at no lower than the minimum of the Range and no higher than the maximum of the Range.

E. Increments: In addition to the foregoing, the parties agree that any employee that is not at or above the maximum for the Range for his or her job title as of the dates shown below shall receive an increase to annual base salary (an "increment") that is equal to the lesser of (a) the amount shown below, or (b) an amount that brings them up to the Range maximum for his or her job title.

Last full pay period in June 2007 -	\$800.00 (Retroactively)
First full pay period in January 2008 -	\$400.00
First full pay period in January 2009 -	\$400.00
First full pay period in January 2010 -	\$400.00
First full pay period in January 2011 -	\$400.00

Employees on a working trial period will not receive the above increment until successful completion of the working trial period. Upon successful completion of the working trial period, the employee shall receive the increment retroactive to its effective date. Employees on an Employee Development Plan as of the date of any of the above increments shall not receive the increment until successful completion of the Employee Development Plan, at which time the employee shall be entitled to receive the increment effective for the first full pay period following such successful completion.

F. Promotions: Effective for any bargaining unit employee that is promoted to a job title in a higher salary Range following ratification of this Agreement such promoted employee will receive a minimum increase of 5.00% of base salary.

G. Demotions: The base compensation of employees subject to a demotion for disciplinary reasons shall be decreased by a maximum percentage of 5%, with the sole exception to this being that where a 5% decrease is not sufficient to bring the employee's new salary down to the maximum of the Range for the new job title, then HMFA has the right to decrease the employee's base salary to the maximum of the Range for the new job title. In no circumstance, however, shall an employee's base salary be decreased by more than 10% as a result of a demotion for disciplinary reasons. If the employee is still above maximum of the Range for the new job title even with a 10% decrease in base salary, then the employee will not receive any wage increases or increments until the maximum for his/her new job title's Range is above his/her new base salary.

H. Clothing Allowance:

1 Full-time employees in the job titles listed below shall be entitled to an annual clothing allowance of \$350.00 payable every January beginning January 2009, so long as the eligibility requirements of Section 2 have been met:

Facilities Assistant I  
Facilities Coordinator  
Facilities Maintenance Assistant II  
General Services Assistant I  
General Services Assistant II  
General Services Assistant III  
PC Tech

2. To be eligible for the January payment, an employee must have been in the job title listed above for the entire previous calendar year and must be on the payroll as of the date of payment. Leaves of absence without pay of 30 days or less and suspensions of 30 days or less shall not impact eligibility.

3. It is understood that this clothing allowance is provided based upon the unique circumstances related to the negotiations between the parties and shall not serve

as precedent for additional clothing allowance to be provided to the above employees or for a clothing allowance to be provided to additional employees in future negotiations.

## ARTICLE 24

### HOURS OF WORK

#### A. Hours of Work

1. The standard work week shall be thirty-five (35) hours per week from Monday through Friday.

2. The standard work day shall start at 9:00a.m. and end at 5:00 p.m. with a one hour unpaid lunch break. However, HMFA shall have the right to assign employees to work hours that begin as early at 7:00 a.m. when business needs dictate, so long as such assignment of work hours is not inconsistent with the provisions of Section C4 of this Article.

3. An employee may request their supervisor's approval to change their work hours. If approved, an employee may utilize a work day from 7:30 a.m. to 3:30 p.m., 8:00 a.m. to 4:00 p.m., 8:30 a.m. to 4:30 p.m., 9:00 a.m. to 5:00 p.m., or 9:30 a.m. to 5:30 p.m. Once such flexible hours are approved, HMFA shall have the sole right and discretion to require the employee to revert back to standard working hours if business dictates.

4. Likewise, a supervisor may direct an employee work flexible work hours as defined below if there is a business necessity of the HMFA.

5. The hours between 9:30 a.m. and 3:00 p.m. are designated as the "core work period" and flexible hours that impinge on this core work period will not be approved. Examples of flexible working hours are 7:00 a.m. to 3:00 p.m., 7:30 a.m. to 3:30 p.m., 8:00 a.m. to 4:00 p.m., 8:30 a.m. to 4:30 p.m., 9:00 a.m. to 5:00 p.m., and/or 9:30 a.m. to 5:30 p.m. with a one hour unpaid lunch break.

#### B. Lunch Period and Unpaid Breaks

1. The scheduled standard work day shall provide for an unpaid one hour lunch break between 12:00 noon and 2:00 p.m. Other than this one hour lunch break, employees are not entitled to breaks, either paid or unpaid, except as set forth in Section B2 below.

2. Employees shall be permitted to request a switch from the one hour unpaid lunch

break provided for in Section B1 above to a thirty (30) minute unpaid lunch break and two fifteen (15) minute unpaid breaks, with one unpaid break to be taken between 9:30 a.m. and 12:00 noon and the other unpaid break to be taken between 12:00 noon and 3:30 p.m. Such request must be made in writing to the employee's supervisor and the employee must also provide a copy of the written request to Human Resources. The written request must be received by the employee's supervisor and Human Resources at least seven (7) days prior to the date that the employee seeks the switch to become effective. Such requests cannot be unreasonably denied by HMFA.

3. Employees that switch to a thirty (30) minute lunch break with two fifteen (15) minute breaks shall be permitted to request to switch back to the one-hour lunch break set forth in Section B1 above. Such request must be in writing pursuant to the same procedures as used for requests pursuant to Section 2 above, and such requests shall not be unreasonably denied. However, once an employee has elected to switch from a one-hour lunch break to a thirty minute lunch break and then to switch back to a one-hour lunch break, no further switches shall be permitted for at least one calendar year thereafter.

4. After an employee's request to switch to a thirty (30) minute lunch break with two fifteen (15) minute breaks is granted by HMFA, HMFA reserves the right to require the employee to revert back to the one hour lunch break set forth in Section B1 above when it determines, in its sole discretion, that a reversion to the one-hour lunch break is in the best interests of HMFA.

### **C. Overtime**

1. Employees may be required to work additional hours beyond their standard work week or standard work day, including nights, weekends, and holidays, when necessary. Non-exempt employees who perform work in excess of 35 hours per week up to 40 hours per week shall be compensated at straight time. Non-exempt employees who perform work in excess of 40 hours per week shall be compensated at the rate of time and one-half (1 ½).

2. Employees eligible for overtime compensation must have the overtime approved in advance by the Director of Human Resources and the Division Director in accordance with applicable HMFA Policy. Employees must complete overtime reports in accordance with Policy 2.02.

3. Paid time off shall not be regarded as hours worked for purposes of computation of overtime in the work week. However, compensation for time spent working on a holiday shall be provided for in Article 37.

4. The HMFA will not make changes to hours of work on a day-to-day or week-to-week basis to avoid paying overtime. However, HMFA reserves the right to make more permanent scheduling changes as business needs dictate.

#### **D. Policy On Absences and Lateness**

1. Employees are required to give their Supervisor advance notice if they know in advance ("in advance" means prior to the work day in question) that they will be absent from work for any reason. Failure to request and obtain advance authorization for an absence from work will result in the absence being unauthorized and may subject the employee to disciplinary action, and may also result in the absence being unpaid. Any employee that has an unexcused absence from work for five (5) or more consecutive scheduled work days shall, in the sole discretion of HMFA, be deemed as having resigned.

2. All employee absences that are not known to the employee prior to the date of absence must be reported to the appropriate supervisor prior to the employee's established starting time for the work day for which the employee is absent. In circumstances where it is impossible for the employee to report the absence to his/her supervisor prior to the established starting time, the employee must notify the supervisor or designee within one hour after the start of the work day. If it is impossible for the employee to notify the supervisor or designee in this time-frame, a relative or other responsible individual may place the call. Authorization for such absences shall be subject to a satisfactory explanation by the employee. Employees must keep their supervisor advised of any changes to their planned schedule of absence. Failure to follow this procedure may result in an unauthorized absence without pay and may subject the employee to disciplinary action.

3. Tardiness shall include when an employee arrives to work after his established starting time and/or returns late from his/her lunch break. Excessive tardiness shall be subject to disciplinary action.

4. When an employee arrives less than one (1) hour late for his/her established

starting time or leaves less than one (1) hour prior to his/her established departure time, the employee shall be permitted to make up the time by working through lunch or after regular working hours, as determined by his or her supervisor.

5. When an employee arrives more than one (1) hour late for his/her established starting time or leaves more than one (1) hour prior to his/her established departure time, the employee may charge his/her accrued vacation, personal, or sick time balances. If the employee does not have sufficient accrued vacation, personal or sick time available, the employee will be charged without pay.

6. When the Governor of New Jersey (or a designee from the Governor's office) announces a delayed opening, early release or closing due to inclement weather or other emergency for all non-essential State and HMFA employees, HMFA shall post notice of same on its weather hotline as soon as practicable after being notified. When the Governor of New Jersey (or a designee from the Governor's office) announces a delayed opening, early release or closing due to inclement weather or other emergency for all non-essential State and/or HMFA employees, employees of HMFA that are required to come to work shall not be entitled to be credited with an additional day off.

7. All employees are required to record their daily attendance on time cards, which are entered into the HRMS system weekly by employees by 12:00 noon on Fridays unless otherwise directed by HMFA, and then reviewed and approved, if accurate, by HMFA.

8. If an employee is unable to process their timecard through the HRMS system by 12:00 noon on Fridays (or a later date and time when directed by HMFA) then it is the employee's responsibility to obtain a paper timecard from Human Resources, obtain a supervisor's signature of approval, and return the signed and approved paper timecard to Human Resources as soon as possible thereafter.

## ARTICLE 25

### COMPENSATORY TIME BALANCES

#### A. NON-EXEMPT EMPLOYEES

1. Non-exempt employees who perform work in excess of 35 hours up to 40 hours per week may elect to take compensatory time at their straight time rate in lieu of the cash overtime that is provided for in Article 24. For work performed in excess of forty (40) hours per week, non-exempt employees may elect to take compensatory time at the rate of one and one-half (1-1/2) times their straight time rate in lieu of the cash overtime that is provided for in Article 24.
2. Employees may carry up to a maximum of sixty (60) hours of compensatory time at any one time. Where the balance exceeds sixty (60) hours, the employee and the supervisor will meet to amicably schedule such compensatory time off. If the compensatory time balance exceeding sixty (60) hours cannot be scheduled off within six (6) months, the balance in excess of sixty (60) hours shall be paid in cash at the appropriate rate - either at straight time or at time and a half- as set forth in Section A(1) above.

#### B. USE OF COMP TIME

1. Compensatory time shall be used in the same calendar year as earned. If, however, compensatory time is earned in the month of December, this time must be used by January 31 of the next year. Employees that are unable to utilize all of their compensatory time by the aforementioned deadlines shall be entitled to be paid cash at the rate of one hour of pay at their straight time rate for each one hour of compensatory time remaining.
2. An employee must make a request to utilize compensatory time by providing written notice to the appropriate Division Director and Director of Human Resources. Approval of such requests must be approved by the employee's



supervisor and the Executive Director or designee. Such requests shall be approved so long as the work responsibilities of the employee are adequately covered, and providing further that there is no disruption of work.

## ARTICLE 26

### PROFESSIONAL LICENSES AND RE-CERTIFICATIONS

#### A. Fees Eligible for Reimbursement:

Employees may be eligible for reimbursement by HMFA for the following fees:

1. Fees for a professional license that is required by law for the continued performance of the employee's duties at HMFA;
2. Registration fees required by law for the continued performance of the employee's duties at HMFA;
3. Certification and re-certification fees (appraisal, architectural, legal, financial, engineering, planning, notary) that are required by law for the continued performance of the employee's duties at HMFA;
4. Training costs associated with continuing education, when the maintenance of the professional license, registration, or re-certification described in A(1)-(3) above requires such continuing education. As part of the approval process for reimbursement for these costs, course content will be examined for appropriateness to position and benefit to the HMFA. The determination of an appropriate course is the responsibility of the Director of Human Resources in cooperation with designated Executive members;
5. The cost for review courses for exams that are necessary for the maintenance of the professional license, registration, or re-certification described in A(1)-(3) above. Such fees shall only be eligible for reimbursement upon successful completion of the review course. Only one reimbursement for each type of exam will be made;
6. Annual membership fees for a professional association in an employee's specialty field, where such membership is required for the continued performance of an employee's duties at HMFA.

**B. Limitations:**

1. Only full-time employees that have successfully completed their initial working trial period in the specialty field for which they are seeking a reimbursement are eligible for reimbursement pursuant to this Article.
2. Approval of an employee's request for reimbursement shall be subject to the current availability of funds.
3. Employees shall be required to work a twelve-month period following reimbursement for any fee for which they are reimbursed pursuant to this Article. Employees that voluntarily leave the employment of HMFA prior to fulfillment of this twelve-month work obligation shall be required to reimburse HMFA on a pro rata basis for any fee for which they were reimbursed pursuant to this Article.

**C. Procedure for Reimbursement:**

1. An employee seeking reimbursement for any fee specified in Section A shall be required to apply for reimbursement by submission of a written request to Human Resources for reimbursement prior to the employee's incurring the fee (i.e. prior to registration, certification or re-certification). HMFA will either approve or deny the request for reimbursement. Requests for reimbursement pursuant to this Article shall not be unreasonably denied.
2. If the request for reimbursement is approved by HMFA, the employee shall further be required to submit valid receipts for the fees for which they seek reimbursement to Human Resources within sixty (60) days after the date that such receipts were obtained by the employee. Human Resources will verify the receipt(s) and ensure that any requirements have been met. An employee that fails to submit receipts to Human Resources within 60 days of the date the receipts were obtained shall forfeit the right to reimbursement.
3. Reimbursement will be made within ten (10) days of Human Resources' receipt of valid receipts and included in the employee's bi-weekly paycheck.

## ARTICLE 27

### BUSINESS AND TRAVEL EXPENSES

A. The parties agree to be bound by all terms and conditions of HMFA Policy 3.03, Business and Travel Expenses, dated January 2005, beginning with the "Purpose" section with the following exceptions:

1. When an employee is authorized and/or required to use a personal vehicle for HMFA business travel, he/she shall be reimbursed for business mileage at the same rate that that employees of the State of New Jersey are reimbursed pursuant to N.J.S.A. § 52:14-17.1, as adjusted by the annual Appropriations Act.
2. Employees must maintain on file with HMFA their current home address and must notify HMFA immediately if they have a new home address. Using this home address, HMFA shall calculate and retain on file the number of miles for:
  - a. a one-way trip from the employee's residence to HMFA ("one-way trip mileage"), and
  - b. a round-trip from the employee's residence to HMFA ("round-trip mileage").
3. The mileage deduct requirement shown in items 2, 4 and 5 on page 8 of Policy 3.03, Section III(6), shall be amended as follows:
  - a. When an employee uses a personal vehicle for business travel and leaves and returns from his/her residence, reimbursement is only for actual mileage beyond the mileage recorded in Human Resources as the "round-trip mileage."
  - b. When the employee uses a personal vehicle for business travel and leaves from his/her residence, but travels to HMFA prior to returning to his/her residence, reimbursement is only for actual mileage beyond the mileage recorded in Human Resources as the "one-way trip mileage."
  - c. When the employee uses a personal vehicle for business travel and leaves for the business travel from HMFA and then returns to his/her residence thereafter, reimbursement is only for actual mileage beyond the mileage

recorded in Human Resources as the "one-way trip mileage."

4. The employee's request for reimbursement for mileage is subject to verification by HMFA as to the number of miles for which the employee seeks reimbursement. Employees are encouraged to submit a print out from [www.mapquest.com](http://www.mapquest.com) or similar travel web site, as proof of the number of miles traveled.

## ARTICLE 28

### SICK LEAVE

#### **A. Eligibility**

1. Paid sick leave is an employee benefit provided to all regular, full-time employees who are unable to perform their duties due to one of the following reasons: (a) the employee's own injury or illness, (b) the employee is receiving professional medical care, (c) the employee has a medical or dental appointment, or (d) to care for the employee's ill spouse/domestic partner (as defined in the Domestic Partnership Act), child or parent. Sick leave can be taken in hourly increments.
2. Paid sick leave may also be used as funeral and/or bereavement leave for up to three (3) consecutive working days off with pay. This leave is intended to compensate employees who must be absent to actually attend the funeral of a relative or domestic partner (as defined in the Domestic Partnership Act). The Executive Director or designee may grant longer periods if requested by the employee and such requests will not be unreasonably withheld.
3. Paid sick leave cannot be used when an employee chooses to be absent from work due to inclement weather. An employee must use vacation or personal leave for such absences.
4. Taking sick leave under false pretenses is a violation of trust that is subject to disciplinary action.

#### **B. Notification**

1. Employees are required to give their Supervisor advance notice that they will be taking sick leave for one of the purposes set forth in Section A, above. The notice shall include the probable start date and duration of the absence. Advance notice shall be defined as providing notice prior to the scheduled starting time for the work day for which sick leave will be used. If a sudden illness makes it impossible for an employee to request sick leave before the workday begins, the employee must notify the supervisor or designee within one hour of the start of

the workday. If an employee is too ill to make a telephone call, a relative or other responsible individual may place the call. Employees must keep their supervisor advised of any changes to their planned schedule of absence. Failure to follow this procedure may result in an unauthorized absence without pay and a recommendation for disciplinary action.

2. Any employee requesting sick leave for five or more consecutive scheduled work days must provide the appropriate Health Care Provider's Certification within eighteen (18) calendar days from the onset of the absence. If the Health Care Provider's Certification is not received within this time period the employee will be in no pay status and subject to disciplinary action.
3. An employee that has an unexcused absence of five (5) or more consecutive scheduled workdays shall, in the sole discretion of HMFA, be deemed to have resigned.

### C. Available Leave

1. Full-time regular employees will be credited on January 1 of each year with fifteen (15) sick leave days in anticipation of continued employment.
2. New hires will receive sick leave as set forth below for the first month of hire, depending upon their actual date of hire:

Hire date 1<sup>st</sup> through 8<sup>th</sup> of the month - 1 day  
Hire date 9<sup>th</sup> through 23<sup>rd</sup> of the month - one half (1/2) day  
Hire date 24<sup>th</sup> through 31<sup>st</sup> of the month - No time

For the remainder of the first calendar year of employment, new hires will accrue sick leave at a rate of one (1.00) sick day per month.

3. Individuals, other than new hires, who leave the HMFA before the end of the calendar year will have their sick time prorated at 1.25 days per month. New hires that leave HMFA before the end of the calendar year will have their sick time prorated at 1.00 days per month. Employees will be required to reimburse HMFA for sick days used in excess of prorated entitlement upon separation of employment,

4. Unused sick leave may be carried over into the following year. Employees are not reimbursed for unused sick leave and will not be paid for such at resignation or termination. However, an employee that enters retirement pursuant to the provisions of a State administered retirement system, will be paid for half of their accrued and unused sick leave to a maximum payment of \$15,000.
5. To the extent consistent with applicable law, an employee that is not in paid status for five (5) or more work days in any month will not accrue that month's sick time (1.00 days for those in first calendar year of employment; 1.25 days for all others),
6. HMFA reserves the right to reduce the monthly accrual amount from 1.25 days per month to 1.00 days per month for employees that are absent from work a total of twenty (20) or more times per year for two calendar years in a row due to reasons set forth in Section A(1) above, unless such absences are due to a chronic illness or injury for which the employee has provided adequate documentation from a health care provider.

**D. Medical Verification**

1. An employee absent on sick leave for five or more consecutive days must bring in a note from his/her health care practitioner certifying that the employee was unable to work for health reasons and that the employee may return to work with or without restrictions. Until such certification is presented to Human Resources, the employee will not be allowed to return to work. If an employee returns from sick leave earlier than stipulated on the last medical certificate submitted, a new certification which authorizes the new return date must be provided, or the employee will not be permitted to begin work.
2. HMFA may require proof of illness or injury from a health care provider when there is reason to believe that an employee is abusing sick leave. Examples of such situations include, but are not limited to, an established pattern of sick leave on Fridays, Mondays, or at the end or start of designated holidays or vacation leave, or during inclement weather. In addition, HMFA reserves the right to require such employee to undergo a medical examination by a health care



provider selected and paid for by HMFA to verify the alleged illness/injury. If the medical condition is not substantiated by the employee's health care provider or by the health care provider selected by HMFA, the employee may be subject to disciplinary action.

3. An employee that uses up all available sick days during any calendar year shall submit acceptable medical evidence for any additional leave in that calendar year that is taken for any of the reasons set forth in paragraph A(l) above. In addition, HMFA reserves the right to require such employee to undergo a medical examination by a health care provider selected and paid for by HMFA to verify the alleged illness/injury. If the medical condition is not substantiated by the employee's health care provider or by the health care provider selected by HMFA, the employee may be subject to disciplinary action.

#### **E. Confidentiality of Medical Information**

1. Employees' health matters are their own concern, except when the HMFA needs information to verify the sick leave request in accordance with the provisions of this Article, estimate how long an employee is likely to be absent, or evaluate and communicate the need for work restrictions and/or accommodations. Managers and Supervisors should not expect or require employees to explain why they need sick leave or FMLA leave, except for the reasons set forth above. All information about an employee's or family members' medical condition, once provided to HMFA by the employee pursuant to the terms of this Article, must be kept confidential by HMFA.

**ARTICLE 29**

**PERSONAL LEAVE**

**A. General Provisions**

1. All regular, full time employees that are hired for an indefinite period (on a continuous basis) to work a minimum of 35 hours per week are entitled to personal leave.
2. Personal leave can be used for a variety of circumstances including, but not limited to, personal business, religious observance and/or emergencies.
3. Personal leave must be used in the calendar year in which it is earned and cannot be carried over to the following calendar year. Any personal leave that is not used by the employee during the calendar year will be forfeited by the employee.

**B. Amount of Personal Leave**

HIMFA shall post three (3) personal days to each employee's time balance at the beginning of each calendar year on January 1<sup>st</sup>, except in the case of a new employee, who shall be entitled to a number of personal days in the first calendar year of employment dependent upon the month in which he/she was hired as set forth below:

<u>Month of Hire</u>	<u>Personal Days Credited</u>
January through February	Three (3) Days
March through June	Two (2) Days
July through October	One (1) Day
November through December	Zero (0) Days

**C. Notification Procedures**

Employees are required to follow the notification procedures set forth in Article 24, Section D in order to be eligible to use a personal day.

**D. Accruals**

Individuals leaving the employ of the HMFA who have successfully completed a Working Trial Period will receive pay for accrued unused personal days in their final paycheck as follows:

<u>Month of Departure from HMFA</u>	<u># of Unused Personal Days Paid</u>
January through April	One (1) Day
May through August	Two (2) Days
September through December	Three (3) Days

## ARTICLE 30

### VACATION LEAVE

1. An employee's original full-time hire date with either HMFA or another approved State agency is used to determine their vacation allowance. Full-time regular employees shall receive annual paid vacation leave based on their years of continuous service. Vacation leave will be credited on January 1 of each year in anticipation of continued employment. Individuals who leave the HMFA before the end of the calendar year will have their vacation leave prorated. Reimbursement through payroll deduction will be required for paid vacation days used in excess of the prorated entitlement upon separation of employment.

2. Vacation During First Calendar Year of Employment: A new employee shall accrue vacation time for the first calendar month of employment dependent upon the date of hire as follows:

Hire date of 1<sup>st</sup> through 8<sup>th</sup> of month - one (1) day

Hire date of 9<sup>th</sup> through 23<sup>rd</sup> of month - one half (1/2) day

Hire date of 24<sup>th</sup> through 31<sup>st</sup> of month = 0 day

Vacation leave accrual for the first month of employment, as set forth above, will be posted on the date of hire. Vacation accrual for the remainder of a new employee's first calendar year will be one (1) day per month posted on the 15<sup>th</sup> of each month. Vacation leave must be earned before it can be used during the initial calendar year of employment.

3. Vacation After First Calendar Year of Employment for Employees hired by HMFA Prior to July 1, 2007: After the first calendar year of employment, employees hired prior to July 1, 2007 shall be entitled to paid vacation leave beginning on January 1 of each year, dependent upon years of HMFA service, as follows:

1st full calendar year through 2 <sup>nd</sup> full calendar year	12 days
3rd full calendar year through 4 <sup>th</sup> full calendar year	15 days

5th full calendar year through 9 <sup>th</sup> full calendar year	18 days
10th full calendar year through 14 <sup>th</sup> full calendar year	20 days
15th full calendar year through 19 <sup>th</sup> full calendar year	22 days
20 <sup>th</sup> full calendar year or more	25 days

4. Vacation After First Calendar Year of Employment for Employees hired by HMFA On or After to July 1, 2007: After the first calendar year of employment, employees hired on or after July 1, 2007 shall be entitled to paid vacation leave beginning on January 1 of each year, dependent upon years of HMFA service, as follows:

1st full calendar year through 5 <sup>th</sup> full calendar year	12 days
6 <sup>th</sup> full calendar year through 12 <sup>th</sup> full calendar year	15 days
13 <sup>th</sup> full calendar year through 19 <sup>th</sup> full calendar year	20 days
20 <sup>th</sup> full calendar year or more	25 days

5. Part-time employees shall not be entitled to paid vacation leave.
6. Vacation leave must be requested in advance by submitting a completed Request for Personal/Vacation Leave form to his/her Supervisor. Both the Supervisor and/or Division Director have the authority to approve or disapprove the request based on projected business needs. While HMFA shall make reasonable efforts to accommodate employee preferences for vacation leave, HMFA reserves the right to disapprove a request for vacation during busy periods or at times when co-workers have already requested the same vacation dates. Conflicts between employees concerning the choice of dates for vacation leave will be resolved by the employees' supervisor, taking into consideration the business needs of HMFA, the timeliness of each employee's request, the respective seniority of the employees involved and the amount of time off that each employee has taken in the preceding year. Specific requests for vacation utilization that do not conflict with operational considerations shall not be unreasonably denied.
7. Employees hired prior to July 1, 2007 can carry over a maximum of the last two (2) years of vacation leave into the succeeding year. The Agency imposes this limit to accommodate business necessities, and therefore cannot deviate from the maximum carry

forward balance of fifty (50) days. Effective upon ratification, all employees hired on or after July 1, 2007, shall only be permitted to carry over a maximum of one (1) year of vacation leave into the succeeding year.

8. If employees submit timely requests to Payroll/Human Resources, the Agency will allow employees to receive one (1) bi-weekly paycheck prior to the start of their vacation rather than having to wait until they return from vacation to receive their vacation pay,
9. Employees who leave service before the end of the calendar year will receive a payout for any earned, unused vacation days in the current calendar year. Employees who leave service before the end of the calendar year must reimburse the Agency for any unearned vacation days that were used in the current calendar year prior to their last day worked. Reimbursement/deductions shall be in the employee's final bi-weekly paycheck(s). If there is no final paycheck, the employee is still responsible to reimburse the Agency.
10. If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his/her salary rate at the time of death shall be calculated and paid to his/her estate.
11. During any period of paid vacation leave, employees shall continue to be entitled to all fringe benefits.

## ARTICLE 31

### JURY DUTY LEAVE

#### A. Jury Duty Leave

1. Employees will be granted a leave of absence with pay and benefits when required to perform jury duty.
2. Employees are required to reimburse the Agency for any compensation received from the authority summoning them for jury duty. However, if employees submit evidence that they incurred expenses in connection with jury duty (e.g. parking) such reimbursement shall be reduced by the amount of the expense.

## ARTICLE 32

### MILITARY LEAVE

#### A. Leave for Service in the U.S. Armed Forces, National Guard and in the Reserves

1. Employees who enter the active military service of the United States shall be given a leave of absence without pay for up to a total of five (5) years in order to perform military service.
2. Employees who are members of an organized reserve unit of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, including the National Guard of other states, shall be entitled, in addition to pay received, if any, as a member of a reserve component of the Armed Forces of the United States, to a leave of absence from his or her respective duty without loss of pay or time on all work days on which he or she shall be engaged in any period of Federal active duty, provided, however, that such leave of absence shall not exceed thirty (30) work days in any calendar year. Any leave of absence for such duty in excess of 30 work days shall be without pay but without loss of time.
3. Employees who are members of the organized militia, as defined by applicable New Jersey statute, shall be entitled, in addition to pay received, if any, as a member of the organized militia, to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leave of absence for Federal active duty or active duty for training shall not exceed ninety (90) work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of ninety (90) work days shall be without pay but without loss of time.
4. Employees on a paid leave of absence as set forth in A2 or A3 above shall be entitled to receive, for their time on leave of absence with pay, a salary equal to



the differential between the employee's salary and the employee's military base pay.

5. Employees shall submit a copy of their military pay voucher or similar pay record to HMFA Human Resources upon their return from military service so that the differential can be properly calculated. This voucher or pay record shall be used to determine the amount to deduct from future pay to assure the employee's continued cash flow during the military leave.

**B. Notification of Absence**

1. Any employee of the HMFA who is called for training or active duty in the uniformed services of the United States is eligible for military leave, provided the employee gives notice of his or her military obligations. In carrying out the terms of this policy and in all its dealings with employees regarding military leave issues, the HMFA complies fully with all federal and state laws granting leave and employment rights to employees serving in any branch of the military or other uniformed services of the United States
2. Employees who are absent because of military obligations shall give notice of military leave as far in advance as possible, unless giving such notice is impossible or unreasonable.
3. Employees are to submit a copy of their military order papers to the HMFA as soon as possible, once received, if applicable.

**C. Status of Benefit Coverage**

1. Employees on leave of absence with pay pursuant to this Article will continue to accrue all benefits as if actually working.
2. For employees on a leave of absence without pay pursuant to this Article, health benefits coverage available under the State Health Benefits Plan at the time of the leave of absence and provided by HMFA pursuant to this Agreement, will be

continued for three (3) months following the month the unpaid leave began.

Coverage will end unless the employee elects to extend coverage for up to eighteen (18) months under the COBRA Act. Employees interested in the continuation of benefits should contact the Division of Human Resources for additional information.

3. The Vision Plan will be discontinued at the end of the month the unpaid leave begins. Employees may elect to continue coverage for up to eighteen (18) months under the COBRA Act.
4. Prescription coverage will be discontinued at the end of the month the unpaid leave begins. Dental coverage will be discontinued at the end of the pay period in which the unpaid leave begins. Employees may elect to continue coverage in these plans for up to eighteen (18) months under the COBRA Act.
5. Pension and Life Insurance coverage for employees during their time in active duty will continue. Such employees can then contribute their portion of these benefits after completion of active military service.
6. Any payments that an employee is required to make to HMFA pursuant to the foregoing provisions shall be made as follows:
  - a. To the extent the employee is still receiving a paycheck from HMFA because of paid leave (Sick Leave, Vacation Leave, Personal Leave and/or Comp Time), said premiums will be deducted from the employee's paycheck.
  - b. If the employee is not receiving a paycheck from HMFA during all or any portion of the Leave provided pursuant to this Article, the employee shall make the applicable premium payments in person or via U.S. Mail by check made payable to "HMFA", to the Human Resources Division when due, as determined by HMFA, consistent with this Article. If the employee's premium payment is not received when due, coverage for any plans that require a contribution will be terminated by HMFA. The amount

of the payment required shall be 100% of the cost to HMFA plus a 2.00% administrative fee.

**D. Impact of Leave on Other Benefits**

1. Employees on military leave are not required to use sick leave, vacation leave, or personal leave. Once unpaid leave begins, the use of sick, vacation, and personal leave is an option for employees.

**E. Return from Military Leave**

1. The employee's right to reemployment upon return from military leave pursuant to this Article shall be governed by the then-applicable state and/or federal statutes and regulations.

**F. Miscellaneous**

1. Employees reemployed after military leave are considered to have been on a leave of absence during the military service. They must be reemployed with no loss of seniority and are entitled to salary increases as set forth in Article 23, if applicable, and upon reemployment, shall be permitted to participate in all benefits in the same fashion as other employees.
2. Absence on unpaid military leave counts in computing an employee's length of service under the retirement plan and determining the rate at which an employee earns vacation. Military Leave is not treated as a break in service.
3. If an employee is a member of active military or naval service of the United States or of this State, in time of war or an emergency, or for or during any period of training, or pursuant to or in connection with the operation of any system of selective service, has entered or hereafter, in time of war, shall enter the active service of the United States Merchant Marine, or the active service of the Women's Army Auxiliary Corps, the Women's Reserve of the Naval Reserve or any similar organization authorized by the United States to serve with the Army or Navy, and is incapacitated by wound or illness at the time of discharge from

service, such leave of absence shall be extended until three (3) months from recovery but in no event more than two years from date of discharge.

4. Employees are to submit a copy of their military discharge papers showing the date of release from duty as well as the certificate showing satisfactory performance of duty. If these documents are not immediately available, the employee must bring them in as soon as they become available.
5. Employees on military leave while on a Working Trial Period are entitled to reinstatement rights; however, upon return, they will be required to complete the entire Working Trial Period.
6. The NJHMFA does not discriminate against employees or prospective employees with regard to hiring, retention, promotion, or any benefit of employment because of past, present, or future application for or membership in a uniformed service. Penalizing an employee for taking or requesting time off for military service—or allowing supervisors or co-workers to do so—violates USERRA.

## ARTICLE 33

### SCHOOL VOLUNTEER LEAVE

#### A. Purpose and Goal

1. The purpose of this program is to implement and administer a School Volunteer Leave Program without interfering with HMFA's customer service, operational needs, or general work activities and requirement.
2. The goal is to allow HMFA employees up to a maximum of twenty-one (21) hours paid leave per calendar year to engage in academically beneficial school volunteer activities, which include, but are not limited to the following: (a) helping a teacher in the classroom, (b) reading to children, (c) tutoring, (d) assisting students with homework, (e) mentoring, (f) serving as a guest speaker, (g) advising students on careers, (h) assisting with extracurricular or coaching activities.
3. Participation in the Program is completely voluntary. All employees who have successfully completed their initial working trial period may be eligible for participation in the School Volunteer Leave Program.

#### B. Program Parameters

1. To participate in the HMFA School Volunteer Program, an employee must first obtain all of the following approvals, in writing:
  - a. Approval from the school's principal or designee allowing an employee to engage in volunteer activities at the school.
  - b. Approval from the immediate supervisor/manager and Division Director/Executive Staff granting an employee school volunteer leave to engage in an approved academically beneficial school volunteer activity.
  - c. Approval from the Manager of Human Resources.
2. The appropriate forms for the above approvals must be obtained from HMFA Human Resources. If an employee seeks to volunteer in two or more school districts, a separate form must be completed for each school district.
3. Employees who request School Volunteer Leave during busy periods may not be

approved. In making such decisions, supervisors weigh the organization's business needs and whether the request would have a negative impact on the Division's operations. When two (2) or more employees in the same Division request the same time off and the supervisor determines that granting all requests would adversely impact the Division's operations, the timeliness of the request and the amount of time off each employee has taken in the preceding year will be considered.

4. An employee shall be granted no more than twenty-one (21) hours paid leave per calendar year to participate in school volunteer activities.
5. An employee does not have to be a parent or guardian of a child in the school in which the volunteer activity is being performed.
6. Employees are to accurately record school volunteer leave hours on their time cards, which are entered through the HRMS system weekly by employees and approved by their supervisors to confirm accuracy in accordance with Article 24, Section D.
7. Any employee who falsifies volunteer school program records will be subject to disciplinary action.
8. A participant shall not be granted paid school volunteer leave for time spent traveling to and from school activities. The participant must use vacation leave, accrued compensatory time, personal leave, or leave without pay for travel time. If time exceeds the twenty-one (21) hour limit, and if approved by an employee's immediate supervisor/manager, the employee must use vacation leave, accrued compensatory time, personal leave or leave without pay.
9. Volunteer activities must take place at a New Jersey public, private or parochial school, though grade 12.
10. School volunteer leave is not intended to be used for such activities as parent teacher conferences, back-to-school nights, field trips or attending class performances.
11. The volunteer program shall be approved by the local board of education or, in the case of a private or parochial school, the appropriate administrative authority for that school.

**C. Certification**

1. Each time an employee volunteers at a school, written proof of attendance must be obtained from the principal, teacher or designee and must be on the HMFA School Volunteer Leave Certification Form, which can be obtained from HMFA Human Resources. The proof must be submitted to Human Resources and a copy to the employee's immediate supervisor when the employee returns to work.

## ARTICLE 34

### WORKERS COMPENSATION

As required by law, HMFA pays the premium for Workers' Compensation insurance. This provides partial compensation of lost wages and reimbursement of eligible medical expenses in case of work-related illness or injury. Should an accident or illness occur during working hours, employees must immediately report the accident to their direct report Supervisor and Human Resources and complete and submit the required forms. Human Resources will arrange for immediate medical attention, if necessary, and eligible medical treatment will be covered by the HMFA's Workers' Compensation insurance (not the individual's health coverage). Employees are paid for the remainder of their work day in case of workers' compensation injury. However, any follow-up visits to a medical provider are to be arranged after work hours or through the use of paid sick leave. Except as set forth in this Section, HMFA is not obligated to compensate employees for workers compensation injuries other than the obligations set forth pursuant to law.



## ARTICLE 35

### DISABILITY LEAVE

#### A. Request for Disability Leave

1. Disability Leave is a leave of absence from work for employees who are unable to work due to:
  - (i) Illness,
  - (ii) Injury, or
  - (iii) Disability caused by pregnancy and/or childbirth to the extent that such absence from work exceeds five (5) days. Disability Leave is available to regular full-time employees employed by the HMFA for at least six (6) months.
2. Employees requesting disability leave must send a written request to the Division of Human Resources stating the reason for the Disability leave (i.e., pregnancy, surgery, etc.) and date requested as far in advance as possible. In addition, employees must submit a Health Care Provider Certification Form to the Division of Human Resources as evidence of the need for the leave of absence. Physicians may substitute another form so long as the alternate form has the information required in the above-mentioned Health Care Provider Certification Form.
3. Disability leave shall be granted for up to one (1) year, which will include any sick, vacation, comp time and/or personal leave taken.
4. HMFA shall have the right to require that an employee seeking Disability Leave go to a medical practitioner selected by HMFA to verify the employee's claim that he/she is unable to work due to the claimed injury, illness or disability.
5. HMFA shall have the right to require that an employee seeking to take Disability Leave authorize the employee's medical practitioner(s) to release any and all medical information pertaining to the claimed illness, injury or disability to HMFA's Human Resources Division as the representative to receive HIPAA-

sensitive documents and who will ensure that the medical information is handled by HMFA in a manner that will protect employee privacy rights under HIPAA statutes and regulations. Moreover, HMFA may also require the employee's medical practitioner to respond to written inquiries from a representative from the Human Resources Division relating to the claimed injury, illness or disability.

6. Upon receipt of all necessary information related to the employee's claim, HMFA shall inform the employee as to whether his request for Disability Leave is approved. Requests for Disability Leave shall not be unreasonably denied.
7. If a request for Disability Leave is granted, employees must first use all sick, vacation, comp time, and personal days. However, when applying for New Jersey Temporary Disability Insurance employees need only exhaust sick leave.
8. Once an employee has been approved for Disability Leave and has exhausted all sick, vacation, comp time, and personal leave (sick leave only if applying for TDI), the unpaid Disability Leave will commence on the next business day following the exhaustion of sick, vacation and personal leave.
9. Employees will not accrue additional sick leave, vacation leave, or personal leave during the time that an employee is on unpaid status pursuant to this Article.
10. Any period of Disability Leave that would qualify for FMLA Leave pursuant to Article 39 shall count toward the employee's entitlement under both this Article and Article 39.

**B. Status of Benefits**

Except where inconsistent with Article 39, employees on Disability Leave will have benefits as follows:

1. Medical benefit coverage will be continued for three (3) months following the month that unpaid leave pursuant to this Article began. Employees may thereafter extend coverage in accordance with State Health Benefits statutes and regulations and in accordance with COBRA.

2. The Vision Plan will be discontinued at the end of the month the unpaid leave begins. Employees may elect to continue coverage for up to eighteen (18) months under the COBRA Act.
3. Prescription coverage will be discontinued at the end of the month the unpaid leave begins. Employees may elect to continue coverage for up to eighteen (18) months under the COBRA Act.
4. Dental coverage will be discontinued at the end of the pay period in which the unpaid leave begins. Employees may elect to continue coverage for up to eighteen (18) months under the COBRA Act.
5. HMFA shall not make any contributions to pension during the time that an employee is in unpaid status pursuant to this Article. Employees must apply directly to the New Jersey Division of Pensions and Benefits in order to buy back the pension as provided pursuant to applicable statutes and regulations.
6. HMFA shall cease making any contributions to the New Jersey Division of Pensions and Benefits for life insurance on behalf of any employee once the employee is in unpaid status pursuant to this Article. Contributory (if applicable) and non-contributory group life insurance coverage will continue as provided pursuant to applicable state statute and regulations.
7. Any payments that an employee is required to make to HMFA pursuant to the foregoing provisions, shall be made as follows:
  - a. To the extent the employee is still receiving a paycheck from HMFA because of paid leave (Sick Leave, Vacation Leave, Personal Leave and/or Comp Time), said premiums will be deducted from the employees paycheck.
  - b. If the employee is not receiving a paycheck from HMFA during all or any portion of Disability Leave, the employee shall make the applicable premium payments in person or via U.S. Mail by check made payable to "HMFA", to the Human Resources Division when due, as determined by

HMFA, consistent with this Article. If the employee's premium payment is not received by the date it is due, coverage for any plans that require a contribution will be terminated by HMFA. The amount of the payment required shall be 100% of the cost to HMFA plus a 2.00% administrative fee.

C. **Return from Disability Leave**

1. Employees returning to work from Disability Leave within the time allowed pursuant to Section A(2) above shall be restored to their former position, so long as the former position has not been eliminated. If the former position has been eliminated, HMFA shall reemploy the employee to a position that is equal to the former position in Range and salary.
2. Employees returning from disability leave must provide a physician's note stating that the employee is able to resume work and perform his/her essential job responsibilities with or without restrictions. This physician's note must be received by the Human Resources Division by no later than three business days prior to the date of return. This shall be deemed to be a request to return to work from Disability Leave and shall be reviewed by HMFA. If restrictions are noted by the physician the restrictions must be clearly identified. Employees may not be permitted to return to work if their physician's note is unclear, and/or until further clarification concerning the restrictions are obtained.
3. HMFA shall have the right to require that an employee seeking to return from Disability Leave go to a medical practitioner selected by HMFA to verify the employee's claim that he/she is capable of returning to work.
4. HMFA shall have the right to require that an employee seeking to return from Disability Leave to authorize the employee's medical practitioner(s) to release any and all medical information pertaining to the claimed ability to return to work to the HMFA's Human Resources Division as the representative to receive HIPAA-sensitive documents and who will ensure that the medical information is handled

by HMFA in a manner that will protect employee privacy rights under HIPAA statutes and regulations. Moreover, HMFA shall have the right to require the employee's medical practitioner to respond to written inquiries from a representative from the Human Resources Division relating to the claimed injury, illness or disability and the employees claimed ability to return to work.

5. Employees that were on a Working Trial Period as of the date that they began Disability Leave will, upon their return to work, be required to complete the Working Trial Period.
6. Before an employee can resume work following Disability Leave, HMFA must approve the employee's return to work after receipt and review of all necessary information related to his/her condition. Requests to return to work from Disability Leave shall not be unreasonably denied.
7. The HMFA is under no obligation to re-employ an employee who does not return within the time allowed pursuant to Section A(3) above.

## ARTICLE 36

### DONATED LEAVE PROGRAM

#### A. Purpose and Goal

1. The purpose of this program is to provide employees a means of assisting a co-worker who has exhausted, or is likely to exhaust, his/her accrued leave due to a catastrophic health condition or injury to either the employee or the employee's immediate family member. Participation in the Donated Leave Program is strictly on a volunteer basis.
2. The HMFA strives to address the needs of an employee requiring time away from work due to catastrophic health condition or injury to either the employee or the employee's immediate family member which would result in a substantial loss of income or the loss of health benefits because of the lack of paid leave.

#### B. Definitions

1. A catastrophic health condition or injury is:
  - a. extreme and debilitating medical situations, severely complicated disabilities, and severe accident cases that require a prolonged period of recuperation.
    - i. With respect to an employee, a catastrophic health condition or injury is a life-threatening condition or combination of conditions or a period of disability required by his/her mental or physical health or the health of the employee's fetus which requires the care of a physician who provides medical verification of the need for the employee's absence from work for sixty (60) or more work days.
    - ii. With respect to an employee's immediate family member a catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his/her mental or physical health which requires the care of a physician who provides medical verification of the need for the family member's care by the employee for sixty (60) or

more work days.

- b. routine disabilities or disabilities resulting from elective surgery do not qualify for this program.
  - c. A health condition or injury is considered catastrophic if it poses a threat to life and requires inpatient, hospice or resident health care.
  - d. Examples of catastrophic health conditions include, but are not limited to, cancer, heart attacks and injuries suffered in serious automobile accidents.
2. A "family member" is defined as the employee's immediate family, including the spouse, domestic partner (as defined in the New Jersey Domestic Partnership Act), child or parent.
3. A "Health Care Provider Certification" is a statement prepared by the attending physician explaining the nature of the health condition of injury of the employee or the employee's family member, thus preventing full-time employment.

### C. Eligibility

1. Recipient Eligibility. An employee is eligible to receive donated leave if he meets the following requirements:
- a. The employee has completed at least one (1) year of continuous HMFA service;
  - b. The employee has exhausted, or as a result of the catastrophic health condition or injury is likely to exhaust, all accrued sick, vacation, personal leave, and all compensatory time off.
  - c. The employee has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave. For purposes of this Section, discipline means discipline occurring after the date of ratification.
  - d. The employee either:
    - i. suffers from a catastrophic health condition or injury
    - ii. is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or

injury.

- iii. Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).
  - e. The employee has received fewer than one hundred and eighty (180) donated leave days or one thousand, two hundred and sixty (1,260) hours via prior participation in the HMFA's Donated Leave Program.
  - f. The employee submits acceptable medical verification from a physician or other licensed health care provider indicating the nature, severity and anticipated duration of the disability and a statement that the recipient is unable to work.
  - g. The employee, or a member of the employee's family, consents to the posting of a notification of the employee's wish to be a recipient of donated leave time.
2. Donor Eligibility. An employee shall be eligible to donate sick or vacation leave if the following criteria are met:
- a. The employee has completed at least one (1) year of continuous HMFA service.
  - b. Employees may donate a maximum of ten (10) days or seventy (70) hours to any one (1) recipient.
  - c. The employee shall have remaining at least twenty (20) days or one hundred and forty (140) hours of accrued sick and at least twelve (12) remaining days or eighty-four (84) hours of accrued vacation.
  - d. A leave donor shall donate only whole sick days or whole vacation days.

#### **D. Program Requirements**

Participation in the Donated Leave Program is contingent upon all requirements listed under "Recipient Eligibility" and "Donor Eligibility" being met, and also upon the following requirements:

1. A leave recipient must receive at least five (5) sick or vacation days or thirty-five (35) hours, or a combination of both, from one or more leave donors to participate in the Donated Leave Program.
2. A leave recipient may receive no more than a maximum of one hundred and



eighty (180) sick or vacation days or one thousand, two hundred and sixty (1,260) hours cumulative, during his employment at the HMFA.

3. The leave recipient may accrue sick or vacation leave while using donated leave time. In addition, recipients using donated leave time will not be paid for HMFA observed holidays; however, donated leave can be used when such holidays occur.
4. The recipient's absence will be designated in accordance with appropriate leave policy; e.g., Family and Medical Leave, Personal Leave, Sick Leave, etc. If the absence qualifies under the State and /or Federal Family and Medical Leave Act (FLA/FMLA), such leave time shall be charged against the recipient's entitlement. The HMFA reserves the right to approve, deny, continue or discontinue a leave in accordance with the provisions of the specific leave policy, regardless of the amount of the donations available.
5. Human Resources will notify the Department of Labor, Temporary Disability Insurance (TDI) to ensure that a recipient of donated leave is terminated from the TDI program for that period of time.
6. Upon retirement from the HMFA, the leave recipient will not be compensated for any unused days received through the Donated Leave Program.
7. Donations may not be used on a retroactive basis.
8. A leave donor may not revoke the leave donation.
9. The identity of each donor will be confidential unless permission is received from the donor to release his name to the recipient. The recipient must request this information.
10. The recipient's participation in the Donated Leave Program will end when the participant is medically cleared to return to work on a full-time basis, withdraws from program participation or ceases employment through retirement or otherwise. When the recipient's participation ends, any remaining donated time will be equally prorated back to all approved donors. If the proration of leave days results in less than one (1) day per donor, that leave time shall not be returned.
11. Employees are prohibited from threatening or coercing, or attempting to threaten or coerce, another employee for the purpose of interfering with rights involving

donating, receiving or using donated leave time. Such prohibited acts include, but are not limited to, promising to confer, or conferring a benefit, such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

12. The use of any donated leave constitutes wages for the recipient subject to all payroll tax withholding. The donor receives no benefits or tax penalties for the donation.

#### **E. Procedures**

1. An employee who wishes to become a recipient in the HMFA's Donated Leave Program initiates the process by completing and signing a Donated Leave Program Application Form, which can be obtained from HMFA Human Resources. The application may also be signed and submitted by a family member acting on the employee's behalf. The completed form, along with supporting medical documentation on the Health Care Provider Certification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury or the donation of an organ, as the case may be, is then submitted to the Human Resources Division.
2. Human Resources will review the medical documentation and the applicant's time balance records to determine if he is eligible to be a donated leave recipient. If ineligible, Human Resources will advise the employee of this in writing, stating the reason(s) for ineligibility. An eligible employee will be notified by Human Resources and leave donations will be solicited via a posting and the HMFA's e-mail system. The notice will be posted for thirty (30) days or until one hundred and eighty (180) days or one thousand, two hundred and sixty (1,260) hours of leave time have been donated, whichever comes first.
3. An employee who wishes to donate leave time must complete a "Donor Leave Transfer" form, which can be obtained from HMFA Human Resources, and must submit the form to Human Resources by the date on which the posting expires. Human Resources will review each prospective donor's completed form and time record to ensure that the conditions listed under "Donor Eligibility" are met. If

ineligible, Human Resources will advise the prospective donor in writing, stating the reason(s) for ineligibility. An eligible donor will be notified in writing of the number of leave days, which will be subtracted from his time balance(s).

4. If the number of approved donated days is sufficient to meet the conditions under "Program Requirements," Human Resources will credit the recipient's sick leave balance with the total number of days donated, not to exceed one hundred and eighty (180) days or one thousand, two hundred and sixty (1,260) hours in the recipient's lifetime. The leave balance(s) of the donor(s) will be reduced by the type and number of leave days donated, not to exceed a total of ten (10) days per donor for each recipient. The recipient will be notified of the total number of days credited to his leave balance and the effective date on which he may begin to use the donated leave time and, thus, be in pay status.
5. Time Entry. Recipients of donated leave are to accurately record Donated Leave hours on their time cards in accordance with Article 24, Section D. Employees who violate the timecard rules are subject to disciplinary action.

## ARTICLE 37

### HOLIDAYS

#### A. Holidays

The HMFA recognizes thirteen (13) designated holidays:

New Years Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Holidays that fall on Saturday are usually observed on the preceding Friday, and holidays that fall on Sunday are usually observed on the following Monday.

#### B. Holiday Pay

1. Regular full-time employees that are hired for an indefinite period and scheduled on a continuous basis to work a minimum of 35 hours per week shall be granted paid absences on each of the foregoing holidays, in an amount equal to the amount they would be entitled to for a regular scheduled workday. To be entitled to this benefit, the employee must be in pay status on the day before the holiday.
2. In addition to the foregoing, all non-exempt employees that qualify for holiday pay pursuant to Section B1 above, and perform work on a holiday shall be compensated at the rate of one and one-half (1 ½) times their regular hourly rate. To be entitled to such additional compensation, eligible employees must have the holiday work approved in advance by the Manager of Human Resources and the Division Director in accordance with applicable HMFA Policy.
3. Part-time employees are not entitled to be paid for holidays.

## ARTICLE 38

### LEAVE OF ABSENCE FOR PERSONAL REASONS

#### A. Request for Leave of Absence for Personal Reasons

1. Employees are eligible to request a leave of absence for personal reasons, which will provide the employee with a leave of absence from work for a maximum of six (6) months. A leave of absence for personal reasons is available to regular full-time employees employed by the HMFA for at least twelve (12) months.
2. Employees requesting a leave of absence for personal reasons must send a written request for such leave to the Division of Human Resources stating the reason for the requested leave and beginning and end date of the leave requested. Such written request must be received by HMFA at least thirty (30) days in advance of start date.
3. HMFA may require the employee to submit proof of the reason for which the leave of absence is requested.
4. A leave of absence for personal reasons may be granted for up to six (6) months, which will include any vacation leave, comp time, and/or personal leave taken at the outset of the leave. Such leave must be taken consecutively (i.e. an employee can't take one month of leave, work one month, then take one month of leave, etc.).
5. Once an employee has taken a leave of absence pursuant to this Article, the employee shall not again be entitled to any leave pursuant to this Article until twenty-four (24) full months measured from the first date upon which such leave of absence began.
6. A leave of absence pursuant to this Article shall run simultaneous with any leave of absence that an employee is entitled to pursuant to law. Thus, for example, if the leave of absence is taken for a reason that would be covered by the FMLA, the

employee is entitled to a leave of absence pursuant to this Article for a maximum of six (6) months, inclusive of the twelve (12) weeks of FMLA Leave.

7. Following receipt and review of an employee's request for a leave of absence pursuant to this section, HMFA shall inform the employee as to whether his/her request for a leave of absence is approved. Requests for a leave of absence for personal reasons shall not be unreasonably denied.
8. If a request for a leave of absence for personal reasons is granted, employees must first use all vacation leave, personal leave and comp time. After exhaustion of all vacation leave, personal leave and comp time, the remainder of the leave of absence, if any, shall be without pay.
9. Employees will not accrue additional sick leave, vacation leave, or personal leave while in unpaid status pursuant to this Article.

**B. Status of Benefits**

Except where inconsistent with Article 39, employees on a leave of absence for personal reasons will have benefits as follows:

1. Medical benefit coverage will continue until the end of the month during which the unpaid portion of the leave of absence began. Employees may thereafter extend coverage in accordance with State Health Benefits statutes and regulations and in accordance with COBRA.
2. The Vision Plan will be discontinued at the end of the month the unpaid portion of the leave begins. Employees may elect to continue coverage for up to eighteen (18) months under the COBRA Act.
3. Prescription coverage will be discontinued at the end of the month the unpaid leave begins. Employees may elect to continue coverage for up to eighteen (18) months under the COBRA Act.

4. Dental coverage will be discontinued at the end of the pay period in which the unpaid leave begins. Employees may elect to continue coverage for up to eighteen (18) months under the COBRA Act.
5. HMFA shall not make any contributions to pension during the time that an employee is on an unpaid leave of absence for personal reasons. Employees must apply directly to the New Jersey Division of Pensions and Benefits in order to buy back the pension as provided pursuant to applicable statutes and regulations.
6. HMFA shall cease making any contributions to the New Jersey Division of Pensions and Benefits for life insurance on behalf of any employee once the employee is in unpaid status pursuant to this Article. Contributory (if applicable) and non-contributory group life insurance coverage will continue as provided pursuant to applicable state statute and regulations.
7. Any payments that an employee is required to make to HMFA pursuant to the foregoing provisions shall be made as follows:
  - a. To the extent the employee is still receiving a paycheck from HMFA because of paid leave (Vacation Leave, Personal Leave and/or Comp Time), said premiums will be deducted from the employees paycheck.
  - b. If the employee is not receiving a paycheck from HMFA during all or any portion of the Leave provided pursuant to this Article, the employee shall make the applicable premium payments in person or via U.S. Mail by check made payable to "HMFA", to the Human Resources Division when due, as determined by HMFA, consistent with this Article. If the employee's premium payment is not received the date it is due, coverage for any plans that require a contribution will be terminated by HMFA. The amount of the payment required shall be 100% of the cost to HMFA plus a 2.00% administrative fee.

### **C. Return from Leave of Absence for Personal Reasons**

1. Employees returning to work from a leave of absence for personal reasons within the time allowed pursuant to Section A(4) above shall be restored to their former position, so long as the former position has not been eliminated. If the employee's former position has been eliminated by HMFA during the time that the employee was on a leave of absence pursuant to this Article, the Reduction in Force provisions of Article 18 shall apply.
2. Employees that were on a Working Trial Period as of the date that they began a leave of absence for personal reasons will, upon their return to work, be required to complete the Working Trial Period.
3. The HMFA is under no obligation to re-employ an employee who does not return to work at the conclusion of the leave of absence for personal reasons and/or within the time allowed pursuant to Section A(4) above. Such employee shall be deemed to have resigned.

### **D Parental Leave**

1. An employee may request a leave of absence for personal reasons pursuant to this article to care for a newborn child upon birth, placement for adoption or foster care (within the first year of birth or placement).
2. An employee may also request a leave of absence for personal reasons pursuant to this Article when the employee's spouse is pregnant and the employee either: (a) does not qualify for FMLA Leave pursuant to Article 39, or (b) seeks to extend their FMLA Leave beyond the 12-week leave period set forth in Article 39.
3. The provisions of subsection A above, including the procedures for requesting a leave of absence, shall be applicable to requests for a leave of absence for the reasons set forth in subsections D(1) and D(2) above.



4. Except as set forth below, the status of an employee's benefits while on a leave of absence for the reasons set forth in subsections D(1) and D(2) above shall be as set forth in subsection B, above.
  - a. Medical benefit coverage for employees that are on a leave of absence for the reasons set forth in subsections D(1) or D(2) above, will be continued for three (3) months following the month that the leave of absence began.
  - b. Employees may extend coverage beyond the three month period by prepayment to the employer for an additional amount of time, not exceeding the length of the leave of absence, provided the employee pays the full cost of the coverage pursuant to COBRA. Payments to be made consistent with the provisions of Section B(8).
5. Except as set forth below, the return to work provisions of subsection C above shall apply to employees that return to work following a leave of absence for reasons set forth in subsections D(1) or D(2):
  - a. Employees may elect to return to work on a reduced work schedule during the leave of absence taken for reasons set forth in subsections D(1) or D(2) if the employee does not wish to remain on full-time leave, with the arrangements to be worked out with the employee's supervisor and Human Resources; however, the employee must return to full-time status no later than six (6) months from the start of the leave of absence.

## ARTICLE 39

### FMLA LEAVE

#### A. Eligibility

1. Consistent with applicable State and Federal statutes, HMFA makes FMLA Leave available to all HMFA employees that have been employed for at least one (1) year, and for at least 1,250 hours during the preceding twelve (12) month period.

#### B. Purposes of Leave

1. Leave pursuant to this Article can be requested by an employee that meets the eligibility requirements of Section A for up to a total of twelve (12) weeks during any twelve (12) month period to cover the time needed away from work for one of the following purposes:
  - a. to care for a newborn child, newly adopted child, or newly placed foster care child, as long as the leave is taken in the year following the child's birth or placement;
  - b. to care for their child, spouse, or parent who has a serious health condition; or
  - c. to provide employees time to attend to their own serious health condition that leaves them unable to perform the functions of their job.

Once an employee has utilized the full twelve (12) weeks of leave as set forth above, the employee shall not again be entitled to any leave pursuant to this Article until twelve (12) full months measured from the first date upon which such leave was utilized.

#### C. Requesting FMLA Leave

1. Employees who know they need or will need FMLA leave must give their Supervisor and the Human Resources Division thirty (30) calendar days' advance written notice that they need to take FMLA Leave.

2. If the need for FMLA leave is unforeseen and is to begin within thirty (30) days, an employee must give written notice to their Supervisor and the Human Resources Division as soon as the necessity for the leave arises, unless extenuating circumstances exist. The HMFA Application for Family or Medical Leave should be used for this purpose.
3. The advance written notice required pursuant to this Section shall, at a minimum, indicate the following:
  - a. The date upon which the employee is requesting FMLA leave to begin;
  - b. The probable duration of the leave;
  - c. The purpose for the requested leave;
4. To protect the employee's privacy rights, employees shall not be required to provide their Supervisor with the reason for the employee's request for FMLA Leave. Rather, the Human Resources Division shall make any inquiries necessary pursuant to this Article and shall evaluate whether the employee meets all the requirements for FMLA Leave by reviewing all information that is submitted by the employee. The Human Resources Divisions shall keep information related to the reason for the request confidential and shall ensure that all medical information provided by the employee is maintained in the strictest confidence.
5. HMFA may require the employee to submit proof to the Human Resources Division of the reason for which the FMLA leave is requested.
6. Employees that request FMLA leave because of a serious health condition, either their own or a family member's, also must submit a completed Certification of Health Care Provider to the Human Resources Division before the leave can be approved. At a minimum, the health care provider must provide HMFA with all the information, including, but not limited to, the following:
  - a. The date upon which the serious health condition commenced;
  - b. The probable duration of the serious health condition
  - c. The appropriate medical facts within the knowledge of the health care

provider regarding the condition;

- d. For an employee's own serious health condition, a statement that the employee is unable to perform the essential functions of the employee's position as a result of the serious health condition
  - e. For an employee's family members' serious health condition, a statement that the employee is needed to care for the family member and an estimate of the amount of time that the employee will be needed to care for the family member
7. For employees that request FMLA leave to attend to their own serious health condition, HMFA shall have the right to take one or more of the following actions:
- a. require that the employee go to a medical practitioner selected by HMFA to verify the employee's claim that he or she has a serious health condition and that such condition leaves the employee unable to perform the essential functions of their job.
  - b. require that the employee authorize the employee's medical practitioner(s) to release any and all medical information pertaining to the claimed serious health condition and the claimed inability to perform the essential functions of their job to HMFA's Human Resources Division as the representative to receive HIPAA-sensitive documents and who will ensure that the medical information is handled by HMFA in a manner that will protect employee privacy rights under HIPAA statutes and regulations;
  - c. require the employee to authorize the employee's medical practitioner to respond to written inquiries from HMFA relating to the claimed serious health condition and the employee's claimed inability to perform the essential functions of their job from a representative from the Human Resources Division.

8. For employees that request FMLA leave to attend to the serious health condition of a child, spouse or parent, HMFA shall have the right to take one or more of the following actions:
  - a. require that the employee's child, spouse or parent go to a medical practitioner selected by HMFA to verify the employee's claim that the employee's child, spouse or parent has a serious health condition;
  - b. require that the employee's child, spouse or parent authorize the employee's medical practitioner(s) to release any and all medical information pertaining to the claimed serious health condition to HMFA's Human Resources Division as the representative to receive HIPAA-sensitive documents and who will ensure that the medical information is handled by HMFA in a manner that will protect employee privacy rights under HIPAA statutes and regulations; and
  - c. require the employee's child, spouse or parent authorize the employee's medical practitioner to respond to written inquiries from a representative of the HMFA Human Resources Division relating to the claimed serious health condition.
9. HMFA shall have the right to take any action described in Paragraphs 7 and 8 both: (a) prior to making a determination as to whether to grant or deny the employee's request for FMLA Leave, and (b) after the request for FMLA Leave has been granted, provided, it is still during the time that an employee is on FMLA Leave.
10. Upon receipt of all information required by this Section, HMFA may grant the employee's request for FMLA Leave. FMLA Leave can be granted for up to twelve (12) weeks in any twelve (12) month period.
11. When an employee's request for FMLA Leave is granted, the employee must first utilize all of his or her sick leave. Following exhaustion of all sick leave, the remainder of the employee's FMLA Leave shall be unpaid, except to the extent

that the employee elects to utilize any personal leave, vacation leave and/or comp time. Notwithstanding any other provision of this Agreement, an employee that is eligible for FMLA Leave shall be entitled to utilize any of their remaining personal leave, vacation leave and/or comp time during FMLA Leave.

12. The twelve (12) weeks of FMLA Leave during any twelve (12) month period shall include any sick leave, vacation leave, personal leave, and/or comp time taken during such leave. It shall also include any time for which the employee is absent from work due to an illness or injury covered pursuant to Workers Compensation or New Jersey Temporary Disability Insurance.
13. Following receipt and review of an employee's request for FMLA Leave pursuant to this section, HMFA shall inform the employee as to whether his/her request for FMLA Leave is approved. Requests for FMLA Leave shall not be unreasonably denied.
14. Employees will not accrue additional sick leave, vacation leave, or personal leave during the time they are in unpaid status pursuant to this Article.
15. HMFA shall have the right to designate an employee as being on FMLA Leave upon receipt of information that the employee is absent from work for one of the reasons set forth in Section B(1) above, and shall be required to notify the employee of such designation, in writing, as soon as practicable following such designation.

**D. Intermittent FMLA Leave**

1. Employees taking FMLA Leave to attend to their own serious health condition or to care for a parent, spouse or child who has a serious health condition can take their allotment of FMLA leave intermittently or in accordance with a reduced work schedule, if this is medically necessary. Where employees have some control over the timing of their leave, they are expected to consult with their Supervisors to try to arrange a mutually acceptable time. Intermittent leave may be taken in increments as little as fifteen minutes or for as long as several weeks.

2. An employee is only entitled to take intermittent FMLA Leave after making a request for intermittent FMLA Leave utilizing the same procedures and provisions set forth in Section C above.
3. Employees taking leave to care for a newly born or newly placed child do not have a legal right to take intermittent leave and can do so only with their Supervisor's and the Division of Human Resources' consent.
4. FMLA Leave taken on a reduced work schedule does not result in a reduction of the total amount of FMLA Leave to which an employee is entitled. For example, an employee that works a five day per week schedule is entitled to up to a total of 12 weeks of family leave, or 420 working hours. If the employee takes FMLA Leave on a reduced work schedule working only three days per week (two days per week of FMLA Leave), after twelve weeks the employee will have utilized 168 hours of FMLA Leave and will remain entitled to an additional 252 hours of FMLA Leave.
5. Notwithstanding the foregoing, employees are not entitled to a reduced work schedule for a period exceeding 24 consecutive weeks.
6. When an employee is on a reduced work schedule or is utilizing intermittent FMLA Leave pursuant to this Section, the HMFA shall have the right to reassign the employee to another position which the employee is qualified to perform and which better accommodates recurring periods of leave for the duration of the leave period. The position will provide equivalent pay and benefits, but may not provide equivalent duties. In the alternative, such employee may also be reassigned to another position on a reduced work schedule, where the position to which the employee is reassigned better accommodates recurring periods of leave, and provided that the reassignment does not require the employee to take more leave than medically necessary. Once intermittent leave is no longer necessary, the employee will be returned to the same or equivalent job that he/she held prior to FMLA Leave, subject to the provisions of Section F below.

**E. Status of Benefits While on FMLA Leave**

1. During a period of FMLA Leave, an employee will continue to be covered by HMFA's Medical, Dental, Prescription, Long Term Disability and Visions plans under the same conditions that applied before FMLA Leave commenced. This means that to continue coverage under any of these plans, the employee must continue to make any employee contributions that they made prior to the commencement of FMLA Leave.
2. Any payments that an employee is required to make to HMFA pursuant to the foregoing provision, shall be made as follows:
  - a. To the extent the employee is still receiving a paycheck from HMFA because of paid leave (Sick Leave, Vacation Leave, Personal Leave and/or Comp Time), said premiums will be deducted from the employees paycheck.
  - b. If the employee is not receiving a paycheck from HMFA during all or any portion of FMLA Leave, the employee shall make the applicable premium payments in person or via U.S. Mail by check made payable to "HMFA", to the Human Resources Division when due, as determined by HMFA, consistent with this Article, If the employee's premium payment is not received by the date it is due, coverage for any plans that require a contribution will be terminated by HMFA.



3. An employee who takes FMLA leave will not lose any employment benefits that accrued before the date leave began.
4. Once FMLA Leave becomes unpaid (i.e. after exhaustion of all sick leave and after exhaustion of all vacation leave, personal leave or comp time that the employee elects to utilize), HMFA shall cease making any contributions to pension on behalf of the employee. Employees must apply directly to the New Jersey Division of Pensions and Benefits in order to buy back the pension as provided pursuant to applicable statutes and regulations.
5. HMFA shall cease making any contributions to the New Jersey Division of Pensions and Benefits for life insurance on behalf of any employee once the employee is in unpaid status pursuant to this Article. Contributory (if applicable) and non-contributory group life insurance coverage will continue as provided pursuant to applicable state statute and regulations.

**F. Return from FMLA Leave**

1. Employees returning to work from FMLA Leave shall be restored to their former position, so long as the former position has not been eliminated. If the employee's former position has been eliminated by HMFA during the time that the employee was on FMLA Leave pursuant to this Article, the HMFA will restore the employee to a position, if available, that employee is qualified to perform and that has equivalent salary and benefits to the position that the employee held prior to FMLA Leave. If no such equivalent position is available, the Reduction in Force provisions of Article 18 shall apply.
2. If the employee was on FMLA Leave to attend to his or her own serious health condition, then, within three business days prior to the date upon which the employee seeks to return to work, the employee must provide a physician's note to the Human Resources Division stating that the employee is able to resume work and to perform his/her essential job responsibilities with or without restrictions. This shall be deemed to be a request to return to work from FMLA Leave and shall be reviewed by HMFA. If restrictions are noted by the physician

the restrictions must be clearly identified. Employees may not be permitted to return to work if their physician's note is unclear, and until further clarification concerning the restrictions are obtained.

3. If the employee was on FMLA Leave to attend to his or her own serious health condition, HMFA shall have the right to require that an employee seeking to return from FMLA Leave go to a medical practitioner selected by HMFA to verify the employee's claim that he/she is capable of returning to work.
4. If the employee was on FMLA Leave to attend to his or her own serious health condition, then, HMFA shall have the right to require that an employee seeking to return from FMLA Leave authorize the employee's medical practitioner(s) to release any and all medical information pertaining to the claimed ability to return to work to the HMFA's Human Resources Division as the representative to receive HBPAA-sensitive documents and who will ensure that the medical information is handled by HMFA in a manner that will protect employee privacy rights under HIPAA statutes and regulations. Moreover, HMFA shall have the right to require the employee's medical practitioner to respond to written inquiries from a representative from the Human Resources Division relating to the claimed serious health condition and the employee's claimed ability to return to work.
5. Employees that were on a Working Trial Period as of the date that they began FMLA Leave will, upon their return to work, be required to complete the Working Trial Period.
6. Before an employee can resume work following FMLA Leave that is granted to permit an employee to attend to his or her own serious health condition, HMFA must approve the employee's return to work after receipt and review of all necessary information related to his/her condition. Requests to return to work from FMLA Leave shall not be unreasonably denied.
7. The HMFA is under no obligation to re-employ an employee who does not return to work at the conclusion of FMLA Leave, except where the employee is on some

other form of leave authorized by HMFA. An employee that continues to be absent from work without authorization from HMFA following the conclusion of FMLA Leave shall be deemed to have resigned.

**G. New Jersey Family Leave Act and the Federal FMLA**

1. The parties recognize that leave pursuant to this Article may satisfy the requirements of the federal FMLA and/or the New Jersey Family Leave Act.
2. Any period of leave that would qualify for leave under both the Federal FMLA and the New Jersey Family Leave Act shall count against the employee's entitlement under both laws.
3. To the extent that any provision of this Article is inconsistent with applicable provisions of the federal FMLA or the New Jersey Family Leave Act, the applicable state or federal law shall apply.
4. To the extent that an employee is entitled to medical or disability leave pursuant to applicable law or pursuant to Article 35 of this Agreement, but which would not entitle the employee to a leave pursuant to the New Jersey Family Leave Act, the employee's right to leave or other protections pursuant to the New Jersey Family Leave Act shall not be abridged.

## ARTICLE 40

### TERM OF AGREEMENT

- A. The term of this Agreement shall be February 23, 2007 through June 30, 2011, with the effective date being the date of ratification of the Agreement by the CWA. It is understood that the Agreement is further subject to approval by the HMFA Board of Directors and is subject to approval by the Governor.
- B. Once the Agreement becomes effective in accordance with the foregoing provisions, the Agreement shall remain in full force and effect through June 30, 2011.
- C. All provisions and benefits set forth in this Agreement shall be prospective only, from date of ratification, unless the particular provision or benefit is made expressly retroactive. In this regard, it is understood that neither bargaining unit employees nor the Union have the right to file a grievance or challenge disciplinary action relating to any event, decision, or action by HMFA that occurred prior to date of ratification by the CWA.

IN WITNESS WHEREOF, HMFA and the Union have caused this Agreement to be signed by their duly authorized representatives on this 29<sup>th</sup> day of July, 2008.

FOR THE HMFA:

Marge DellaVecchia  
Marge DellaVecchia  
HMFA Executive Director

FOR THE UNION:

James Marketti  
James Marketti  
President, CWA Local 1032

**APPENDIX A**

**JOB TITLES AND RANGES**

	<b>Title</b>	<b>Range</b>
1	Administrative Assistant. I	6
2	Facilities Assistant. I	6
3	Facilities Maintenance Assistant. I	6
4	General Services Assistant. I	6
5	HAS Assistant.	6
6	Project Assistant.	6
7	Receptionist.	6
8	Administrative Assistant. II	7
9	Consumer Outreach Representative. I	7
10	Facilities Assistant. II	7
11	Facilities Maintenance Assistant. II	7
12	General Services Assistant. I	7
13	HAS Home Ownership Assistant.	7
14	HMIS Program Assistant.	7
15	Loan Processing Assistant.	7
16	Program Assistant. I	7
17	Administrative Assistant. III	8
18	Consumer Outreach Representative. I	8
19	General Services Assistant. III	8
20	Mortgage Processor. I	8
21	PC Technician.	8
22	Program Assistant. II	8
23	Records Management Analyst (Single Family Programs)	8
24	Records Management Analyst. I (Administration)	8
25	Administrative Assistant. IV	9
26	Closing Assistant.	9
27	Facilities Coordinator.	9
28	Mortgage Processor. II	9
29	Programs Assistant.	9
30	Records Management Analyst. II (Administration)	9

**APPENDIX B**

**RANGE MIN AND MAX**

<b>Effective 2/23/07 (1.60%)</b>		
<b>Range</b>	<b>Range Min</b>	<b>Range Max</b>
<b>6</b>	\$28,413	\$39,982
<b>7</b>	\$31,325	\$44,078
<b>8</b>	\$34,534	\$48,650
<b>9</b>	\$38,073	\$53,579

<b>Effective 7/1/07 (3.00%)</b>		
<b>Range</b>	<b>Range Min</b>	<b>Range Max</b>
<b>6</b>	\$29,265	\$41,181
<b>7</b>	\$32,265	\$45,400
<b>8</b>	\$35,570	\$50,109
<b>9</b>	\$39,215	\$55,186

<b>Effective 7/1/08 (3.00%)</b>		
<b>Range</b>	<b>Range Min</b>	<b>Range Max</b>
<b>6</b>	\$30,143	\$42,416
<b>7</b>	\$33,233	\$46,762
<b>8</b>	\$36,637	\$51,612
<b>9</b>	\$40,391	\$56,842

<b>Effective 7/1/09 (3.50%)</b>		
<b>Range</b>	<b>Range Min</b>	<b>Range Max</b>
<b>6</b>	\$31,198	\$43,901
<b>7</b>	\$34,396	\$48,399
<b>8</b>	\$37,919	\$53,419
<b>9</b>	\$41,805	\$58,831

<b>Effective 7/1/10 (3.50%)</b>		
<b>Range</b>	<b>Range Min</b>	<b>Range Max</b>
<b>6</b>	\$32,290	\$45,438
<b>7</b>	\$35,600	\$50,093
<b>8</b>	\$39,247	\$55,288
<b>9</b>	\$43,268	\$60,890

\* Actual effective dates are first full pay period in month shown.