

AGREEMENT BETWEEN
THE MORRIS COUNTY HOUSING AUTHORITY
AND
MORRIS COUNCIL NO.6,
NEW JERSEY CIVIL SERVICE ASSOCIATION
IFPTE, AFL-CIO

JANUARY **1,2007** - DECEMBER 31,2010

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PREAMBLE

This Agreement made and entered into this th day of 2010, by and between the Housing Authority of the County of Morris, a Public Housing Authority of the State of New Jersey, hereinafter referred to as the Public Housing Authority and Morris Council #6, N.J.C.S.A., IFPTE, AFL - CIO, hereinafter referred to as the Association, is the final and complete understanding between the Public Housing Authority and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Public Housing Authority and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE 1: Recognition and Scope

Section 1:

The Public Housing Authority hereby recognizes the Association as the sole and exclusive representative of all full time, and part time employees, employed by the Public Housing Authority, under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A.34:13A-1 et seq.) concerning salary, hours and other terms and conditions of employment for the negotiating unit described below:

a. The following titles are included in the negotiating unit:

ADMINISTRATIVE ASSISTANT	MAINTENANCE REPAIRER
BUILDING ADMINISTRATIVE MANAGER	MAINTENANCE SUPERVISOR
BUILDING ADMIN. MANAGER /	PRINCIPAL CLERK TYPIST
FAMILY SELF SUFFICIENCY COORD.	PROGRAM SERVICE MANAGER
CONGREGATE HOUSEKEEPER AIDE	REPAIRER HELPER
FINANCE ASSISTANT	SR. FINANCE ASSISTANT
HOUSING ASSISTANT TECHNICIAN	SR. MAINTENANCE REPAIRER
HOUSING MANAGER	SOCIAL SERVICE ADMINISTRATOR
INSPECTOR	SOCIAL SERVICE COORDINATOR
LEASED HOUSING SPECIALIST	
LEASED HOUSING SUPERVISOR	

b. All position titles not enumerated above are hereby excluded from the contract, namely:

The Executive Director, Deputy Director, Finance Manager, Executive Assistant, and other managerial executives and confidential employees as defined by the New Jersey Employer-Employee Relations Act, as amended, as well as those employees excluded from coverage under this contract by written agreement of the parties.

Section 2:

Any position title established on or after January 1, 1987 and during the term of this agreement shall be discussed with the Association and its unit placement negotiated between these parties. In the event that the parties cannot agree on the unit placement of a position title, either party is free to file a Clarification of unit Petition to determine the status of the position title under this agreement.

Section 3:

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE 2: Vacation

Section 1:

Employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	1 day for each month worked during the first year of employment
From 1st anniversary to 6th anniversary	12 days
From 6th anniversary to 12th anniversary	15 days
From 12th anniversary to 18th anniversary	18 days
From 18th anniversary to 24th anniversary	21 days
After 24th anniversary	25 days

Section 2:

The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of each year. Annual leave shall be taken subject to the needs of the service, during the current vacation period.

Effective January 1, 2010, no employee shall have an accumulation on December 31st of any given year which exceeds the hours entitled to during the previous 18 months of employment. There will be no exceptions or extensions to this policy.

Section 3:

In any vacation period, annual vacation or any portion thereof, which is not taken or granted by reason of the pressure of work shall be accumulated to the next calendar year. Accumulations after one (1) calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above, at the convenience of the Public Housing Authority. The Public Housing Authority will consider the needs of the employee and carried vacation time.

Section 4:

Annual vacation shall be granted only with prior approval of the Supervisor and Executive Director who may require six (6) weeks prior notice in writing of extended vacation. In scheduling vacations, management will consider seniority of employees involved and the orderly flow of work within the work unit.

Section 5:

An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to a disability, leave of absence or layoff, shall not be eligible to a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in performance of duty need not be continuous but period of absence of eight (8) days or more shall not be credited in computing the required six (6) months. This section shall not deprive an employee of any justly earned vacation time or compensation thereof.

Section 6:

Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on the prorated basis of the existing vacation schedule. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of annual vacation taken in excess of the number to which he/she was entitled. Vacation shall be prorated in accordance with the schedule above.

Section 7:

In the event an employee is on vacation and becomes ill and is under a doctor's care or is hospitalized, his/her vacation shall be terminated and he/she shall be put on sick leave, if same is available, at the employee's option, provided the employee promptly notifies the Public Housing Authority.

ARTICLE 3: Holidays

Section 1:

Employees shall be granted the following paid holidays:

- | | |
|----------------------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

In addition, at the discretion of the Public Housing Authority, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Effective January 1, 1999, the Employer, at its sole discretion and upon appropriate notice to the union may convert the observance of Lincoln's Birthday and Election Day (paid holidays enumerated in this section) into "floating holidays" for the current year. Upon six months prior notice, the Employer may elect to exchange any single floating holiday for another day in the same calendar year which shall be recognized as a holiday, as defined by the terms of this Article.

Section 2:

To be eligible for a paid holiday, an employee must have worked the last scheduled day before and after the holiday, unless on authorized leave.

Section 3:

Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Section 4:

If an employee is required to work on anyone of the holidays designated under Section 1 of this Article, he/she shall be granted one (1) day's compensatory time off for each such holiday worked.

Section 5:

The Friday after Thanksgiving shall be granted as an approved leave day off with pay_

Section 6:

The Public Housing Authority may change the observance of anyone of the holidays enumerated under Section 1 above at its option at the time the annual holiday schedule is determined for a given year.

ARTICLE 4: Sick Leave

Section 1:

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

Immediate family means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of sick leave taken in excess of the number to which he/she was entitled.

Each employee shall be credited with 15 days sick leave annually for each succeeding calendar year of full time employment which is accumulative. Sick leave cannot be used as terminal leave when leaving the employ of the Public Housing Authority. If upon termination after a year's service an employee has used more sick leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay an amount equal to his/her daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he/she is entitled. Sick leave benefits shall be available to both temporary and permanent employees in accordance with law and existing practices.

Section 3:

Notice of absence is required as follows:

Each employee is required to notify his/her supervisor by one-half ($\frac{1}{2}$) hour before starting time on each day of absence, giving the specific reason for the absence, provided, however that shift personnel are required to call in two (2) hours before starting time. Should the employee be unable to reach the supervisor, then the Administrative Office, located at 99 Ketch Road, should be notified. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five consecutive business days shall constitute a resignation.

Section 4:

A certificate from a reputable physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than four days at one time, the Public Housing Authority may not require production of the physician's certificate. However, in the event of absence from duty due to illness for four (4) work days or more at one time, the employee shall be required to submit a physician's certificate to his/her supervisor to justify payment of sick leave.

An accumulation of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay.

In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 5:

Any employee who retires shall be reimbursed for accumulated sick time based on the schedule below:

Thirty (30) percent of the value of sick time at time of retirement to a maximum of ten-thousand five-hundred dollars (\$10,500).

Eligibility for retirement shall be determined based upon receipt of State Pension benefits or Social Security retirement benefits.

ARTICLE 5: Storm Days and Emergencies

Section 1:

All employees may be required to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the time lost from work will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the time lost from work will be charged as time off without pay. If an employee is unable to report for work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

Section 2:

In the event of extreme weather conditions or other general emergencies necessitating the closing of County departments and agencies, an announcement of this closing shall be made over radio stations WRAN, WDHA, and WMTR between 6:30 and 8:30 a.m. All affected employees will then receive a day off work with pay. This shall be entitled "Storm or General Emergency Leave". Employees not affected, who must report to work, are Emergency Personnel who are responsible for the health or safety of the public, or for the protection of Public Housing Authority property or the property of the general public.

If because of extreme weather conditions or other weather emergencies, Public Housing Authority departments or agencies are closed before the end of the work shifts, all affected employees will receive time off work with pay, also entitled "Storm or General Emergency Leave".

ARTICLE 6: Working Hours and Work Week

Section 1: Work Week

The current practice and policy regarding the 35 hour work week, hours of work and overtime will remain in effect except as otherwise specifically set forth herein.

Section 2: Overtime

All hours worked in excess of thirty-five (35) hours per week but not more than forty (40) hours per week shall be paid in cash at the employee's regular rate of pay on an hour for hour basis.

All hours worked in excess of forty (40) hours per week shall be paid in cash at a premium rate of one and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay on an hour for hour basis. In computing hours worked for purposes of overtime, sick time shall not be counted as hours worked.

ARTICLE 7: Health Benefits

Section 1:

a. Effective January 1, 1993 or as soon as practicable thereafter, eligible employees shall choose one of the below listed medical insurance plans. The employee's eligible dependents shall also be covered under the plan selected by the employee.

Medallion Plan

Base Hospital, Wrap Around, Major Medical Plan (Employer's Medical Insurance Plan)
The HMO option

b. Upon execution of Agreement each employee covered by the Medallion Plan shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of six percent (6%) of the annual medical insurance premium for each year of the agreement. The dollar value of the 2010 deduction shall remain unchanged until a successor Agreement is negotiated.

c. An employee who is currently covered by the Medallion Plan and enrolls in the Employer's Medical Plan or the HMO option shall not be permitted to be enrolled back into the Medallion Plan unless there has been a change in the employee's spousal medical coverage or a change in the employee's family status.

d. In the event that the enrollment of the employees covered by this agreement in the Medallion Plan falls below ten employees, the Medallion Plan shall no longer be offered as an option. The remaining employee enrollment in the Medallion Plan shall be enrolled in either the Employer's Medical Plan or HMO, at the employee's option.

e. Employees hired after November 25, 1992 shall not be eligible for coverage under the Medallion Plan and they may select either the Employer's Medical Plan or HMO only. Effective January 1, 2004, each employee covered by the HMO Option shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of three percent (3%) of the annual medical insurance premium for each year of the agreement. The dollar value of the 2010 deduction amount shall remain unchanged until a successor Agreement is negotiated.

f. Upon execution of Agreement, employees covered by the Employer's Medical Plan shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of four and one half percent (4½%) of the annual medical insurance premium for each year of the Agreement. The dollar value of the 2010 deduction amount shall remain unchanged until a successor Agreement is negotiated.

g. Upon execution of Agreement plan changes to deductibles and co-payments for active and retirees shall be implemented pursuant to the Memorandum of Agreement signed between the parties on November 4, 2009.

Section 2:

The co-pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$ 5.00 for generic drugs
\$10.00 for Brand Name Drugs

Upon execution of Agreement the co-pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$ 5.00 for generic drugs
\$10.00 for Brand Name Drugs
\$20.00 for Formulary Drugs

Section 3:

An employee, full-time or part-time, who is eligible for health benefits prior to January 1, 1993, remains eligible for health benefits during the term of this agreement as long as he/she regularly works twenty (20) or more hours each week.

An employee hired on or after January 1, 1993 must regularly work thirty-two (32) hours or more each week to be eligible for health benefits.

Section 4:

Effective January 1, 1993, the employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payments of unreimbursable eligible medical or dependent care expenses.

Section 5:

a. Effective January 1, 1996, employees enrolled in medical and prescription plans may elect to waive their coverage provided proof of coverage through another source can be demonstrated. Employees who waive their medical and prescription coverages shall receive a monthly payment in lieu of insurance depending upon the type of coverage for which they are eligible, as follows:

Employee Only Coverage:	\$75.00 per month
Parent/Child Coverage:	\$140.00 per month
Family Coverage:	\$200.00 per month

Employees who have previously waived their medical and prescription plan coverage and elect to continue to waive this coverage shall be entitled to the monthly payments listed above, as of January 1, 1996.

b. In the event that coverage through another source is eliminated, the employee may re-enroll in the County medical and prescription plans (Base Hospital Wrap Around, Major Medical Plan or HMO Option). In such event, re-enrollment in the Medallion Plan will be permitted only if there has been a change in spousal medical coverage or change in family status.

Section 6:

The Public Housing Authority shall pay to the County of Morris the premium cost for a employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118.00 maximum annual or prorated for less than a full year coverage) per employee. It is understood and agreed that any increase, above \$118.00 in the dental premium charged by the authorized carrier during the term of this Agreement shall be equally shared by the employee and the Board. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided for the employee. The total cost of the premium charged for the dependent coverage shall be paid by the employee. The employees' contribution shall be deducted in equal periodic amounts from their paychecks.

Section 7:

It is understood and agreed that subsequent to the initial selection of the insurance carrier, the County retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes the level of benefits and administrative procedures shall remain substantially the same.

Section 8:

The Hospital, Surgical, Major Medical Plan and Prescription Drug Plan and the HMO Option shall be made available to new employees within three (3) months of the date of employment.

Pre-admission Review and Individual Case Management programs will be continued during the life of this Agreement.

ARTICLE 8: Group Life Insurance

Section 1:

Insurance is automatically provided upon enrollment in the Public Employee's Retirement System of New Jersey with total coverage equal to three (3) times annual base wage of the employees, as provided below.

Section 2:

Under the Public Employee's Retirement System of New Jersey, one and one-half (1½) times the amount of base annual wage life insurance is provided free of charge.

Section 3:

After the first 12 months membership, (during which the remaining 1 ½ times contributory insurance is mandatory, at the employee's expense at the prevailing rate established by the System) the employee may thereafter, at the employee's option, withdraw from the contributory insurance only, provided required notification is given.

Section 4:

Upon retirement under the Public Employee's Retirement System, the coverage constitutes and becomes a paid-up policy equal to presently 3/16ths of the base pay at the time of retirement.

Section 5:

All mandatory legislation on group life insurance enacted during the term of this agreement shall be implemented. All enabling legislation on group life insurance relating to these employees enacted during the term of this agreement will be subject to negotiations.

Section 6:

Any employee terminated for disability shall be advised by the Morris County Personnel Department of his/her rights.

ARTICLE 9: Personal Leaves

Section 1: Jury Duty

Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his/her supervisor at least two (2) weeks in advance. When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period.

Section 2: Military Leave

Military Leave shall be provided pursuant to the Authority Policy and Procedure on "Leave of Absence-Military Duty" said Policy is hereby incorporated herein by reference.

Section 3: Bereavement Leave

The Public Housing Authority shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren or grandparents, stepmother, stepfather and step child. Additional days may be approved by the supervisor and charged against sick leave.

The Public Housing Authority shall provide one working day's bereavement leave with pay in the case of death of a relative of the second degree, that is uncle, aunt, niece, nephew, cousin, sister-in-law or brother-in-law. Such leave day is not chargeable against sick leave.

As soon as possible, an employee shall notify his/her supervisor of a death in his/her family, and of his/her need for leave. Notification must be given as in the case of illness under Article 4, Sick Leave, Section 3. Proof of death may be required by the County Director of Personnel.

Section 4: Maternity Leave

a. A Maternity Leave of Absence without pay will be granted to full-time employees having permanent status upon proper advance notification to their supervisor of their probable date of delivery and expected date of return to work.

b. The leave shall be taken at a time determined by the employee in connection with and confirmed by written verification from her physician. The Public Housing Authority reserves the right to request medical confirmation of the employee's ability to perform her job duties by a physician other than the employee's personal physician. If this is necessary, the employee will be provided with the names of three (3) medical doctors from which she may select one (1) for the

purpose of obtaining medical confirmation of her ability to perform normal duties. The Public Housing Authority will pay for any examination by a doctor other than the employee's personal physician.

c. In the event of a disagreement between the examining physicians, the Public Housing Authority reserves the right to decide which report to accept.

d. Return to work at the same or a comparable position will be approved only after a reasonable period of time as certified by the employee's physician and, if required, by the County doctor. Employees are expected to return to regular duties within six (6) months from the commencement of the leave unless an extension of time has been requested and approved prior to the expiration of the six (6) months. Continued absence will be cause for termination of employment.

e. The employee's accumulated sick leave and vacation leave may be used during the period of absence to the extent it is available, if the employee desires.

Section 5: Other Leaves

Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Public Housing Authority of Morris. For a leave without pay, the employee shall submit a written request to the Supervisor at least 30 days in advance stating the reason for the request, and the time required. This request will be forwarded to the Board of Commissioners and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 6: Personal Leave

Each employee shall be granted one (1) personal day's leave annually, which shall require prior request and approval.

Personal leave shall be non-cumulative.

ARTICLE 10: Public Housing Authority Rights and Responsibilities

Section 1:

In order to effectively administer the affairs of the Housing Authority and to properly serve the public, the Public Housing Authority, hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Public Housing Authority;
2. To direct its working forces and operations;
3. To hire, promote and assign employees in accordance with the law;
4. To demote, suspend, discharge or otherwise take disciplinary action in accordance with law.
5. To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of Public Housing Authority.

Section 2:

The Public Housing Authority's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to laws of New Jersey and of the United States.

Section 3:

Nothing contained in this Agreement shall operate to deny to or restrict the Public Housing Authority in exercise of its rights, responsibilities and authority pursuant to the laws of this State or of the United States.

ARTICLE 11: Agreement Not to Strike

The Association acknowledges that the common law of New Jersey prohibits strikes and the Association agrees not to strike during the term of this Agreement.

ARTICLE 12: General Provisions

Section 1:

This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement except where otherwise provided herein, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2:

If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act, or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3:

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such term is used.

Section 4: General Information

A. Physical examinations may be required from time to time at the expense of the Public Employer.

B. Change of address of an employee must be reported to employee's supervisor immediately.

C. Change of family status: The employee is advised to inform the Morris County Personnel Office immediately of any additions, deletions or changes in the family status for the purpose of keeping employment records up-to-date, and for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 Form, Employee's Withholding Exemption Certificate.

ARTICLE 13: Posting of Non-Supervisory Position Vacancies

Non-supervisory vacancies will be posted in each department, and an interview will be made available to all employees within the department who are interested in filling the vacancy. An attempt will be made to fill the vacancy from within the department if in the opinion of the Department Head it is feasible to do so.

ARTICLE 14: On Call and Call Outs

Section 1: On Call

The Building Maintenance staff shall be on call on a rotational schedule. One employee shall be on call each week. The week shall be Friday through Thursday. Employees may switch shifts on an as needed basis, subject to the approval of the Executive Director of the Housing Authority or designee. A cell phone shall be issued to the employee on call, for business use only, to be passed on to the next employee scheduled to be on call. Employees will be notified of the on call schedule 3 months prior to the effective date of the schedule and again one month prior to the effective date of the schedule.

Section 2: Call Outs

All Call Outs between the hours of 12:00 a.m. and 6:00 a.m. shall be compensated on the rate of a 4 hour call out if the time worked is less than 4 hours. All call outs between the hours of 6:00 a.m. and 12:00 a.m. or on holidays or weekends, shall be compensated at the rate of 2 hour call out time if the time worked is less than 2 hours.

In the event actual time worked on call out should exceed the 4 hours or 2 hours provided, compensation in such event would be commensurate with the time worked.

ARTICLE 15: Grievance Procedure

Section 1: Definition

A. Contractual Grievance

A contractual grievance is any dispute relating to the violation, interpretation, or application of the terms of this agreement, but shall not include:

- (1) Matters which involve the interpretation or application of statutory rule or regulation, and in which a method of review is prescribed by law, rule or regulation;
- (2) Matters where the Public Housing Authority is without authority to act.

A contractual grievance may be processed up to and including Step 4 of the grievance procedure and such decision of the arbitrator shall be final and binding.

B. Non-Contractual Grievance

A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions affecting the employee organization. Non-contractual grievances shall be processed up to and including Step 3 of the procedure and such decision of the Board of Commissioners shall be final.

C. Immediate Supervisor

An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems which may arise affecting the terms and conditions of employment. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth herein, which definition shall govern and limit the scope of contractual and non-contractual grievances.

The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Procedure

An aggrieved employee must file his grievance in writing with his immediate superior within ten (10) calendar days of the occurrence of the matter complained of, or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

Step 1:

Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) work days by the immediate superior, the employee must present his grievance to Executive Director. The procedure and the time limits for resolution at that level shall be the same as that discussed above for the immediate superior.

Step 2:

In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time period, the aggrieved employee may present his grievance to the Morris County Director of Labor Relations within five (5) work days thereafter. Upon receipt of the grievance, the Director of Labor Relations shall investigate the grievance and shall render a decision thereon within ten (10) work days.

Step 3:

In the event there is not a satisfactory resolution of the grievance at Step 2 or a decision rendered by the Director of Labor Relations within the time allowed, the aggrieved employee may appeal to the Board of Commissioners within ten (10) work days thereafter. Where an appeal is filed with the Board of Commissioners, the grievant shall file:

1. Copy of the written grievance discussed below;
2. A statement of the results of prior discussions thereon, and
3. A statement of the grievant's dissatisfaction with such results.

The Board of Commissioners or a designee thereof shall make a determination within thirty (30) days from the receipt of the grievance and shall give written notification to the aggrieved employee, his representative, if there is to be one, and other parties, if any, of its determination. This time period may be extended by mutual agreement of the parties.

Step 4:

In the event a contractual grievance is not resolved at Step 3, or a decision rendered by the Board within the time provided above, the aggrieved party may submit the contractual grievance to final and binding arbitration as provided in Rule 19:12-14 of the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

The Arbitrator selected in accordance with the procedure outlined above shall conduct a hearing within a reasonable time after designation by the Public Employment Relations Commission. There shall be no appeal from the arbitrator's decision as each such decision shall be final and binding on the Association and its members, the employee or employees involved, and the Public Housing Authority. The arbitrator shall make his judgment based on the express terms of this agreement, and shall not be authorized to add to or subtract from any of the terms of this agreement. Expenses for the arbitrator shall be shared equally by the Public Housing Authority and the Association.

Copies of the award of the arbitrator, made in accordance with his jurisdictional authorization as set forth above, shall be furnished to both parties within thirty (30) days of the hearing.

In the presentation of a grievance, an employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

Article 16: Salary Progression Schedules and Employee Evaluations

Section 1: Wages

a. On Guide

- Effective pay period 14 of 2007 all employees covered by the Salary Progression shall have their salaries increased by 2.00% representing a 2% increase over Schedule S-6 and the creation of Schedule S-7.
- Effective pay period 14 of 2007 employees covered by the Salary Progression who have at least one year of service by July 1, 2007 and a satisfactory performance appraisal shall advance on step on Schedule S-7.
- Effective pay period 14 of 2008 all employees covered by the Salary Progression shall have their salaries increased by 2.00% representing a 2% increase over Schedule S-7 and the creation of Schedule S-8.
- Effective pay period 14 of 2008 employees covered by the Salary Progression who have at least one year of service by July 1, 2008 and a satisfactory performance appraisal shall advance on step on Schedule S-8.
- Effective January 1, 2009 all employees covered by the Salary Progression shall have their salaries increased by 3.5% representing a 3.5% increase over Schedule S-8 and the creation of Schedule S-9. There shall be no step movement.
- Effective January 1, 2010 all employees covered by the Salary Progression shall have their salaries increased by 3.5% representing a 3.5% increase over Schedule S-9 and the creation of Schedule S-10. There shall be no step movement.

b. Off Guide

- January 1, 2007 employees shall receive a 4% increase
- January 1, 2008 employees shall receive a 4% increase
- January 1, 2009 employees shall receive a 3.5% increase
- January 1, 2010 employees shall receive a 3.5% increase

Section 2: General Guidelines Applicable To All Employees

The Public Housing Authority shall evaluate each bargaining unit member in accordance with the Morris County Performance Appraisal Form. Every evaluation shall be conducted by the employee's immediate supervisor and reviewed by the Executive Director. Final approval shall be made by the Executive Director. The employee will be given the opportunity to comment upon the evaluation.

It is the purpose of the Public Housing Authority to evaluate all employees at least once per year. The purpose of the evaluation is to train and evaluate personnel so they can deliver work performance at the highest possible professional level.

A. Notwithstanding the employee performance evaluation procedures set forth herein, all employees shall be formally evaluated at least once per year. It is recommended that the employee's immediate supervisor sit with the employee six (6) months prior to the date of evaluation to assess the employee's performance.

B. The Public Housing Authority reserves the right to discipline personnel in accordance with State law. Withholding of step movement shall not be done for disciplinary reasons and shall not be considered disciplinary action under the terms of this Agreement.

C. All personnel assigned the responsibility of evaluating other employees shall be required to make monthly notations of performance. The purpose of this monthly notation is to provide periodic counseling of employees by their evaluators and to ensure that the year-end evaluation has a continuous factual record. These notations may be reviewed by the employee.

D. It shall be the responsibility of the employee's immediate supervisor to submit a written job performance evaluation on an approved Morris County Performance Appraisal form to the Executive Director in January. It shall be the responsibility of the supervisor to conduct the employee job performance evaluation. The job performance evaluation shall include a statement by the supervisor indicating whether or not the employee has performed in a satisfactory or unsatisfactory capacity. In the event of an unsatisfactory performance rating or lower, it shall be the responsibility of the supervisor to notify the Executive Director of his/her determination.

E. Upon the completion of an unsatisfactory employee job performance evaluation, the employee's supervisor shall submit his/her findings to the Executive Director. Upon review by the Executive Director and finding the submitted evaluation of the employee to be unsatisfactory, remedial action shall be implemented.

F. Upon the completion of a satisfactory employee job performance evaluation in January, the employee shall be evaluated in April using the mid year review check off Performance Appraisal form unless the employee has developed performance deficiencies since the January evaluation.

Section 3: Step Movement

It is established herein that in no event shall employees advance on the salary progression schedule following the expiration date of this labor agreement. There shall be no step increases or salary adjustments of any kind whatsoever pursuant to the salary progression schedule after December 31, 2008 unless the parties agree to extend the provisions of this Article. These provisions shall terminate on December 31, 2008.

Employees promoted to a higher position title shall be eligible for advancement on the salary progression schedule to the next applicable step, provided the employee has at least one year service with the Public Housing Authority as of July 1 of each year of this agreement, however all employees shall be subject to the following procedures in order to be paid a step increase:

A. The Public Housing Authority reserves the sole right to establish each new hire's salary at any level between the minimum and maximum salaries within the range for that employee's job category.

B. Step increases shall be granted only to employees who qualify for step increases by virtue of their requisite one-year in service in step and whose performance is satisfactory as determined in accordance with the Morris County Performance Appraisal form. An employee who is scheduled for step increase on the next succeeding July 1 step progression date will be

notified in his/her January evaluation by his/her Executive Director if there are any performance deficiencies that could lead the Executive Director to recommend that the employee not be advanced to the next step on the range.

C. In accordance with the performance evaluation process, if, in the determination of the Executive Director, an employee's performance is unsatisfactory, the employee shall be advised in writing in the January evaluation of his/her performance deficiencies and will be provided with written recommendations as to how the employee may improve his or her performance. Upon receipt of such performance deficiencies, the employee shall be re-evaluated in the next succeeding April following the January evaluation. If the employee's performance subsequently improves and the employee receives a satisfactory evaluation in April he/she will receive the scheduled step increase at the next succeeding salary progression date.

D. An employee who receives an unsatisfactory evaluation in his/her April evaluation (either because of failure to improve performance deficiencies noted in his/her January evaluation, or because of performance deficiencies that have developed since his/her January evaluation), will not receive any scheduled step increase as provided on the salary progression schedule.

E. An employee who is not eligible to advance on the step progression schedule because of performance deficiencies may file a grievance concerning his/her own evaluation provided that any such grievance shall terminate at Step 3 (Board of Commissioners' decision) and shall not be subject to arbitration. If an employee remains "frozen", however, in a step range after one (1) year because of a second unsatisfactory evaluation in the subsequent evaluation in January, he/she may file a second grievance concerning this subsequent evaluation and that grievance will be subject to grievance arbitration. The standard to be applied by the arbitrator in rendering a decision concerning the employee's grievance concerning his/her evaluation shall require that the burden be upon the employee to prove that the Public Housing Authority's evaluation was arbitrary and capricious. If the arbitrator sustains the grievance, the employee may be awarded a retroactive step increase back to the preceding year in which the scheduled step increase was denied.

F. The Public Housing Authority and union agree to establish a joint advisory Labor Management Committee to oversee the evaluation process. This Committee shall meet only on non-working time. It shall remain, however, the sole and exclusive authority of the Public Housing Authority to evaluate its employees.

In order to be eligible for advancement on the salary progression schedules to the next applicable step, an employee must serve a minimum of one (1) year in his/her current step; provided however, that an employee promoted to a higher position title shall be eligible for advancement to the next applicable step if the employee has at least one year service with the Public Housing Authority as of July 1 of each year of this agreement.

G. Promotions: Employees promoted to a higher position title shall receive no less than one (1) salary increment in the old range upon promotion. Employees promoted who are off the salary guide shall receive a five percent (5%) increase.

Section 4:

Notwithstanding the previous sections of this Article, evaluations and all other provisions shall remain applicable except there shall be no step movement on the Salary Progression Schedules for 2009 and 2010.

ARTICLE 17: Longevity

Section 1:

Each employee actively employed prior to July 1, 1990, and covered by this Agreement shall be paid in addition to the rates of pay set forth in Article 16 set forth above, a longevity increment based upon years of service with the Public Employer in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Percentage</u>
From 3 Ann to 8 Ann	1
From 8 Ann to 12 Ann	3
From 12 Ann to 16 Ann	5
After 16th Ann	7

Section 2:

Any and all longevity shall accrue and be effective after ninety (90) days of employment.

Section 3:

The provisions of this Article 19 shall apply only to employees actively employed prior to July 1, 1990.

ARTICLE 18: Layoff Policy for Non-Appointed Titles

It is the policy of the Housing Authority of the County of Morris to minimize the effects of layoffs when layoffs are necessary due to lack of funds or lack of work. If, in the sole discretion of the Housing Authority, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce hours of the workforce and/or reduce the workforce, staffing levels will be reduced in accordance with this policy. It is solely the Housing Authority's responsibility to determine the need for layoffs and the employees to be laid off.

A. Layoff Notice

1. Notice of proposed layoff will be provided by the Executive Director to the affected employees and negotiations representatives. No permanent employee shall be separated or demoted as a result of a layoff action without having been served by the Executive Director at least 30 days prior to the action, with a written notice personally, unless the employee is on leave of absence or otherwise unavailable, in which case by certified mail. If service is by certified mail, the 30 days shall be counted from the first date of notice by the United States Postal Service to addressee. A notice shall also be conspicuously posted in all affected facilities of the layoff unit. A copy of the notice serviced on employees shall be simultaneously provided to Labor Relations and affected negotiations representatives. Layoff must be effective within 120 days of notice. If not, a new notice must be issued with at least 30 days prior notice of new effective date.
2. The notice shall contain the following:
 - (a) The effective date of the layoff action; and
 - (b) The reason for the layoff.
3. The Executive Director shall keep records of those employees receiving the layoff notice.
4. Layoff rights and related seniority determinations shall be based upon the scheduled effective date of a layoff.
5. Permanent and probationary employees affected by a layoff action shall be served with a final written notice of their status.
6. Employees notified of their separation from service due to layoff shall be informed of other vacancies within the Housing Authority and give an opportunity to exercise displacement rights if applicable.
7. Employees shall be paid for accrued vacation time.

B. Employee Layoff Rights - Types of Layoff Rights

1. A lateral title right means the right of a permanent employee to exercise displacement rights against an employee holding a title determined to be the same or comparable to the affected title of the employee. Title comparability shall be determined by the Morris County Department of Personnel based on the following criteria:
 - (a) The title shall have substantially similar duties and responsibilities;
 - (b) The education and experience requirements for the titles are the same or similar and the mandatory requirements shall not exceed those of the affected title;
 - (c) There shall be no special skills, licenses, certification or registration requirements which are not also mandatory for the affected title; and
 - (d) Any employee in the affected title with minimal training and orientation could perform the duties of the designated title by virtue of having qualified for the affected title.

2. A demotional title right means the right of a permanent employee to exercise displacement rights against an employee holding a title determined to be lower than but related to the affected title of the employee. Demotional title rights shall be determined by the Morris County Department of Personnel based on the following criteria:
 - (a) The title shall have lower but substantially similar duties and responsibilities;
 - (b) The education and experience requirements for the title shall be similar and the mandatory requirements shall not exceed those of the affected title;
 - (c) Special skills, licenses, certifications or registration requirements shall be similar and not exceed those which are mandatory for the affected title; and
 - (d) Any employee in the affected title with minimal training and orientation could perform the duties of the designated title by virtue of having qualified for the affected title.

3. A special reemployment right means the right of a permanent employee, based on his or her permanent title at the time of the layoff action, to be rehired after the layoff action to the same, lateral and lower related titles. Special reemployment rights shall be determined by the Morris County Department of Personnel in the same manner as lateral and demotional rights.

4. Employees serving in a specialized credential variant title shall have the title rights based upon the special credentialing, provided that the employees are serving in a specialized credential variant title on or before submission of the layoff plan. Specialized credentialing

shall be based upon at least one of the following, upon approval by the Morris County Department of Personnel:

- (a) Licensure or certification;
- (b) Specialized education;
- (c) Specialized client-based or program experience; or
- (d) Service as a trainee in a specialized area of operation leading to advancement to a primary title with specialized credentialing.

5. Affected negotiations representatives shall be given reasonable notice and permitted to be present at any meeting with individual employees where layoff rights are discussed.

C. Exercise of Lateral and Demotional Rights

1. Employees shall be ranked, for purposes of exercise of layoff rights, in order of seniority.
2. A permanent employee in a position affected by a layoff action shall be provided applicable lateral and demotional title rights within the Housing Authority.
3. A permanent employee in a position affected by a layoff action shall be provided title rights within the layoff unit.
4. Provided a permanent employee has, in the sole discretion of the Housing Authority, the skills and ability required to perform the duties of the targeted position, lateral and demotional title rights shall be exercised in the following order:
 - (a) A vacant position that the Housing Authority has previously indicated it is willing to fill;
 - (b) A position held by a probationary employee who does not have permanent status in another title;
 - (c) The position held by the permanent employee whose most recent (within the last 12 months) performance rating in his or her permanent title was Unsatisfactory or equivalent rating;
 - (d) The position held by the permanent employee with the least seniority.
5. Provided a permanent employee has, in the sole discretion of the Housing Authority, the skills and ability required to perform the duties of the targeted position, demotional rights may extend beyond the employee's demotional title rights to include any title previously held on a permanent basis within current continuous service. Displacement may be made only on the basis of greater permanent continuous service except when a probationary employee is serving in the previous held title. In such case, the probationary employee shall be subject to displacement.

- (a) Such extended rights shall not be granted when the employee has either lateral title rights options, or demotional title rights options to a title at a higher level than the previously held title.

D. Exercise of Special Reemployment Rights

1. A permanent employee shall be granted special reemployment rights based on the permanent title from which he or she has been laid off or demoted. In addition, the employee shall be entitled to special reemployment rights to his or her previously held lateral or demotional title. These rights are subject to the following limitation:
 - (a) An employee who exercises a lateral title right or who is reappointed to a lateral title from a special reemployment list shall retain special reemployment rights only to his or her original permanent title at the time of layoff.
2. Priority of special reemployment lists shall be determined as follows:
 - (a) Special reemployment lists shall take priority over all other reemployment lists.
3. Employees shall be placed on a special reemployment list.
 - (a) Ranking on the list shall be based on the employee's title and seniority at the time of the layoff;
 - (b) Employees who resign or retire in lieu of lateral displacement, demotion or layoff, or who subsequently resign or retire, will not be placed or remain on a special reemployment list; and
 - (c) Employees who decline reemployment shall be removed from the special reemployment list for that title and all lateral or lower titles.

E. Seniority

1. Seniority is the amount of continuous employment with the Housing Authority regardless of title.
2. Part time employees shall be laid off before full time employees.
3. Preferred status, which means a higher ranking for layoff rights purposes than anyone currently serving in a demotional title, shall be provided as follows:
 - (a) Employees who are not considered probationary who exercise their demotional rights in a layoff action will have preferred status;

- (b) Employees rehired from a special reemployment list to a lower title in the same layoff unit from which they were laid off or demoted will have preferred status; and
 - (c) If more than one employee has preferred status, priority will be determined by the title from which each employee was laid off or demoted and the seniority held in the higher title.
4. The following shall not be deducted from seniority calculations:
 - (a) Voluntary furloughs;
 - (b) All leaves with pay including sick leave; and
 - (c) Leaves without pay for the following purposes: military, personal sick, disability, family furlough extension and voluntary alternative to layoff.
 5. Suspensions, other leaves of absence without pay and any period an employee is laid off shall be deducted in calculating seniority.
 6. Employees rehired from a special reemployment list shall be considered as having continuous service for seniority purposes; however, the elapsed time between the layoff and rehire shall be deducted from the employee's seniority.
 7. If two or more employees have equal seniority, the tie shall be broken in the following order:
 - (a) The employee with the higher performance rating shall have priority over an employee with a lower rating, provided that all tied employees were rated by the same supervisor;
 - (b) The employee with the greater amount of continuous service in the employee's current title and other titles that have (or would have had) lateral or demotional rights to the current title shall have continuous service in that title aggregated for seniority purposes;
 - (b) The employee with the greater seniority in the title before a break in service shall have priority;
 - (c) The employee with greater non-continuous service, regardless of title, shall have priority; and
 - (d) Other factors may be determined by the Board of Commissioners of the Housing Authority of the County of Morris.

ARTICLE 19: Application of Benefits

The fact that part time employees are included under the terms of this agreement does not (unless otherwise expressly stated in this agreement) confer upon them the benefits that full time employees of the Public Housing Authority are receiving or will receive under this Agreement.

Part time employees shall receive sick leave and vacation credits on a pro rata basis. The proration shall be computed based on the percentage of full time work the employee performs.

Further, the provisions of this Agreement shall not apply to any employee who has left the employ of the Public Housing Authority prior to the date of signing of this Agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 2007, through the date of retirement of any employee retiring prior to date of signing of the Agreement. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2007 to the employee's last date of employment.

ARTICLE 20: Pensions

The Public Employer shall provide pension and retirement benefits to employees covered by this agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All new legislation which is mandatory will be implemented and all new enabling legislation will be subject negotiations.

ARTICLE 21: Liability Insurance

During the term of this Agreement, the Public Housing Authority shall continue the existing liability insurance coverage for employees covered by this Agreement during performance of their duties.

ARTICLE 22: Association Membership Dues Deductions

Section 1:

Upon request, the Public Housing Authority agrees to deduct from the salaries of those of its employees who authorize it, membership dues in the Association. Authorization must be in writing and comply with the provisions of N.J.S.A.52:14-15.g of the statutes of New Jersey. Deductions shall be in compliance with law each pay period, and monies collected together with records of any corrections shall be transmitted to the Treasurer of the Association by the first of each month following collection.

Section 2:

If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Public Housing Authority written notice to the effective date of such change.

Section 3:

The Association will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Morris County Director of Personnel. The Association shall indemnify, defend, and save the County and the Public Housing Authority harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Association.

Section 4:

All new employees will be informed of the existence of Association Agreement at the time of hire by the Morris County Personnel Department and furnished with a copy thereof by the Association representative at the time the employee authorizes dues deduction.

ARTICLE 23: Association Rights

It is recognized by the parties to this Agreement, that the responsibility of handling grievances, administering this contract, and disposing of disputes which may arise, is a duty of the Association. It may be necessary for certain officers and representatives of the Association to attend these matters during the County's hours of operation. The right to conduct business by these representatives on County time is recognized as follows:

Two (2) members of the Association's Grievance Committee shall be permitted to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay. One of these representatives may be the President of the Association.

The Public Housing Authority agrees that there shall be no discrimination, interference, restraint of coercion by the Public Housing Authority or any of its agents against any employee because of his/her membership in the Association or because he/she is conducting within the limits prescribed above lawful activities on behalf of the Association.

The Association agrees it will not intimidate employees into membership or into conducting business of the Association on County time. The Association further agrees it will restrict the conduct of Association business by its members on Public Housing Authority time to the times and circumstances set forth above.

Convention Leave shall be paid by the Public Housing Authority in accordance with New Jersey law, N.J.A.C. 4A:6-1.13. A total of three (3) paid days leave for the bargaining unit shall be granted to attend Shop Steward training and a total of five (5) unpaid days leave shall be granted to attend seminars and conferences. The Shop Steward shall obtain prior written approval for the use of such times from the Shop Steward's Executive Director, and file the approved request with the Office of Labor Relations. Such approval shall not be unreasonably withheld.

ARTICLE 24: Expansion of Benefits

In the event the Board of Chosen Freeholders of Morris County should voluntarily grant major benefit improvements which normally would have uniform application among various groups of County employees or should voluntarily grant improved insurance benefits to any other group of County employees during the term of the Agreement, the parties to this Agreement agree to reopen this Agreement for the purpose of negotiations concerning only such improvements referred to herein. Improved insurance benefits shall include, but not be limited to, dental plans, optical plans prescription drug plans and the like.

The foregoing clause shall not apply to any benefits directed to be given by an arbitrator in Police and Fire Interest Arbitration applying to County employee groups including employees of boards and commissions of Morris County.

ARTICLE 25: Non-Discrimination

Neither the Public Housing Authority nor the Association will discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, sex, physical handicap, or liability for service in the Armed Forces of the United States.

ARTICLE 26: Disability Leave

Section 1:

All employees in the Negotiating Unit will be covered by the existing County Disability Program.

Section 2:

The maximum weekly disability benefit for eligible employees shall be \$255.00 per week and the employees annual contribution shall be \$67.24 per year.

These disability benefits are paid to all eligible employees covered by this Collective Bargaining Agreement who have exhausted their sick leave and are unable to work because of sickness or off the job accidents.

Section 3:

Benefits would not be payable for a disability beginning before completion of the ninety (90) day "probationary period" when first employed. The average weekly wage would be calculated on the earnings in the eight calendar weeks immediately before the week in which the disability begins. The total wages earned during these weeks worked are divided by the number of weeks worked in the eight week period to obtain the average weekly wage. The benefit will be two thirds (2/3) of the average weekly wage. Morris County would remain as guarantor.

ARTICLE 27: Uniforms

The Employer agrees to provide three sets of uniforms annually for each employee who is required to wear a uniform. The uniforms shall be provided by March 31 of each year and shall be replaced on an as needed basis during the year.

The required uniform wear shall include a safety-toe or a safety work boot/shoe to be purchased by employees and shall be reimbursable by the Commission once per year. The reimbursement shall be up to one hundred and twenty-five dollars (\$125.00) for safety-toe work boot/shoe and up to seventy-five dollars (\$75.00) for safety work boot/shoe, upon proof of purchase.

Effective January 1, 2009 the maximum annual boot allowance shall be \$90.00.

Effective January 1, 2006, each maintenance staffworker shall receive one (1) winter jacket every other year.

All employees provided/reimbursed for uniforms, as set forth above, shall be required to wear these uniforms and report to work with them being clean and neat in appearance.

Employees in the following titles shall be required to wear uniforms:

Maintenance Supervisor
Sr. Maintenance Repairer
Maintenance Repairer
Repairer Helper

ARTICLE 28 Duration

This Agreement shall be in full force and effect as of the first day of January 2007 and shall remain in full force and effect through the thirty-first day of December, 2010. If either party desires to modify or terminate this Agreement, it must, no later than September 30, 2010, give written notice of its intention. In the event no such notice is received by September 30, 2010, this Agreement shall continue in effect from year to year after December 31, 2010 subject to modification or termination by either party upon written notice given prior to August 31 st of any succeeding year.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.

ATTEST:

HOUSING AUTHORITY
OF MORRIS COUNTY

Lucie Favale

By E.L. Phate

ATTEST:

MORRIS COUNCIL NO.6,
NEW JERSEY CIVIL SERVICE
ASSOCIATION

[Signature]

By Elizabeth Surtula 3/5/2010

Appendix 1

Title	Job Category
Administrative Assistant	EE
Building Administrative Manager	DO
Building Administrative Manager/Family Self Sufficiency Coordinator	EE
Congregate Housekeeper Aide	AA
Finance Assistant	CC
Housing Assistant Technician	CC
Housing Manager	FF
Inspector	EE
Leased Housing Specialist	BB
Leased Housing Supervisor	EE
Maintenance Repairer	BB
Maintenance Supervisor	DO
Principal Clerk Typist	CC
Program Service Manager	DO
Repairer Helper	AA
Senior Finance Assistant	EE
Senior Maintenance Repairer	CC
Social Service Administrator	FF
Social Services Coordinator	EE

Morris Council No. Six - Housing Authority
 Progression Schedule
 Schedule 5

Year General Increase	2007 2.00%											
Guide Level	1	2	3	4	5	6	7	8	9	10	11	12
Job Category												
AA	22,136	23,366	24,596	25,826	27,055	28,285	29,515	30,745	31,974	31,974	33,204	33,204
SS	24,596	25,962	27,328	28,695	30,061	31,427	32,793	34,160	35,526	35,526	36,892	36,892
CC	25,826	27,261	28,696	30,131	31,566	33,001	34,436	35,872	37,307	37,307	38,742	38,742
DO	30,745	32,453	34,162	35,870	37,579	39,287	40,995	42,703	44,411	44,411	46,119	46,119
EE	32,589	34,400	36,210	38,020	39,830	41,641	43,451	45,261	47,071	47,071	48,882	48,882
FF	35,049	36,996	38,942	40,889	42,836	44,783	46,729	48,676	50,623	50,623	52,570	52,570
GG	38,123	40,241	42,359	44,476	46,594	48,712	50,830	52,947	55,065	55,065	57,183	57,183

All employees on the salary progression will receive a 2% general wage increase effective June 23, 2007. All employees not at maximum step of the range, who have at least one year of service as of July 1, 2007, shall be advanced one step in their range per this schedule if they have satisfactory performance.

Off Guide = base salary exceeds the maximum on the salary progression schedule.

Morris Council No. Six - Housing Authority
 Progression Schedule
 Schedule S-8

Year General Increase	2008 2.00%												
Guide Level		1	2	3	4	5	6	7	8	9	10	11	12
Job Category													
AA		22,579	23,833	25,088	26,342	27,596	28,851	30,105	31,360	32,614	32,614	33,868	33,868
BB		25,088	26,481	27,875	29,269	30,662	32,056	33,449	34,843	36,237	36,237	37,630	37,630
CC		26,342	27,806	29,270	30,734	32,197	33,661	35,125	36,589	38,053	38,053	39,517	39,517
DD		31,360	33,102	34,845	36,588	38,330	40,072	41,815	43,557	45,300	45,300	47,042	47,042
EE		33,241	35,088	36,934	38,780	40,627	42,473	44,320	46,166	48,013	48,013	49,859	49,859
FF		35,750	37,736	39,721	41,707	43,693	45,678	47,664	49,650	51,635	51,635	53,621	53,621
GG		38,886	41,046	43,206	45,366	47,526	49,686	51,846	54,006	56,166	56,166	58,326	58,326

All employees on the salary progression will receive a 2% general wage increase effective June 21, 2008. All employees not at maximum step of the range, who have at least one year of service as of July 1, 2008, shall be advanced one step in their range per this schedule if they have satisfactory performance.

Off Guide = base salary exceeds the maximum on the salary progression schedule.

Morris Council No. Six - Housing Authority
 Progression Schedule
 Schedule S-9

Year General Increase	2009 3.50%											
Guide Level	1	2	3	4	5	6	7	8	9	10	11	12
Job Category												
AA	23,369	24,667	25,966	27,264	28,562	29,861	31,159	32,457	33,755	33,755	35,054	35,054
BB	25,966	27,408	28,851	30,293	31,735	33,178	34,620	36,062	37,505	37,505	38,947	38,947
CC	27,264	28,779	30,294	31,809	33,324	34,839	36,355	37,870	39,385	39,385	40,900	40,900
DD	32,457	34,260	36,065	37,868	39,672	41,475	43,278	45,082	46,885	46,885	48,688	48,688
EE	34,405	36,316	38,227	40,138	42,049	43,960	45,871	47,782	49,693	49,693	51,604	51,604
FF	37,001	39,056	41,112	43,167	45,222	47,277	49,332	51,387	53,443	53,443	55,498	55,498
GG	40,247	42,483	44,718	46,954	49,189	51,425	53,661	55,896	58,132	58,132	60,368	60,368

All employees on the salary progression will receive a 3.5% general wage increase effective January 1, 2009. There shall be no step movement on the salary progression for the year 2009.

Off Guide = base salary exceeds the maximum on the salary progression schedule.

Morris Council No. Six - Housing Authority
Progression Schedule

Year 2010 General Increase 3.50%												
Guide Level	1	2	3	4	5	6	7	8	9	10	11	12
Job Category												
AA	24,187	25,531	26,875	28,218	29,562	30,906	32,249	33,593	34,937	34,937	36,281	36,281
BB	26,875	28,367	29,860	31,353	32,846	34,339	35,832	37,325	38,818	38,818	40,310	40,310
CC	28,218	29,786	31,354	32,923	34,491	36,058	37,627	39,195	40,763	40,763	42,331	42,331
DD	33,593	35,460	37,327	39,194	41,060	42,927	44,793	46,660	48,526	48,526	50,392	50,392
EE	35,609	37,587	39,565	41,543	43,521	45,499	47,477	49,454	51,432	51,432	53,410	53,410
FF	38,296	40,423	42,550	44,678	46,805	48,932	51,059	53,186	55,313	55,313	57,440	57,440
GG	41,655	43,969	46,283	48,597	50,911	53,225	55,539	57,853	60,167	60,167	62,481	62,481

All employees on the salary progression will receive a 3.5% general wage increase effective January 1, 2010. There shall be no step movement on the salary progression for the year 2010.

Off Guide = base salary exceeds the maximum on the salary progression schedule.