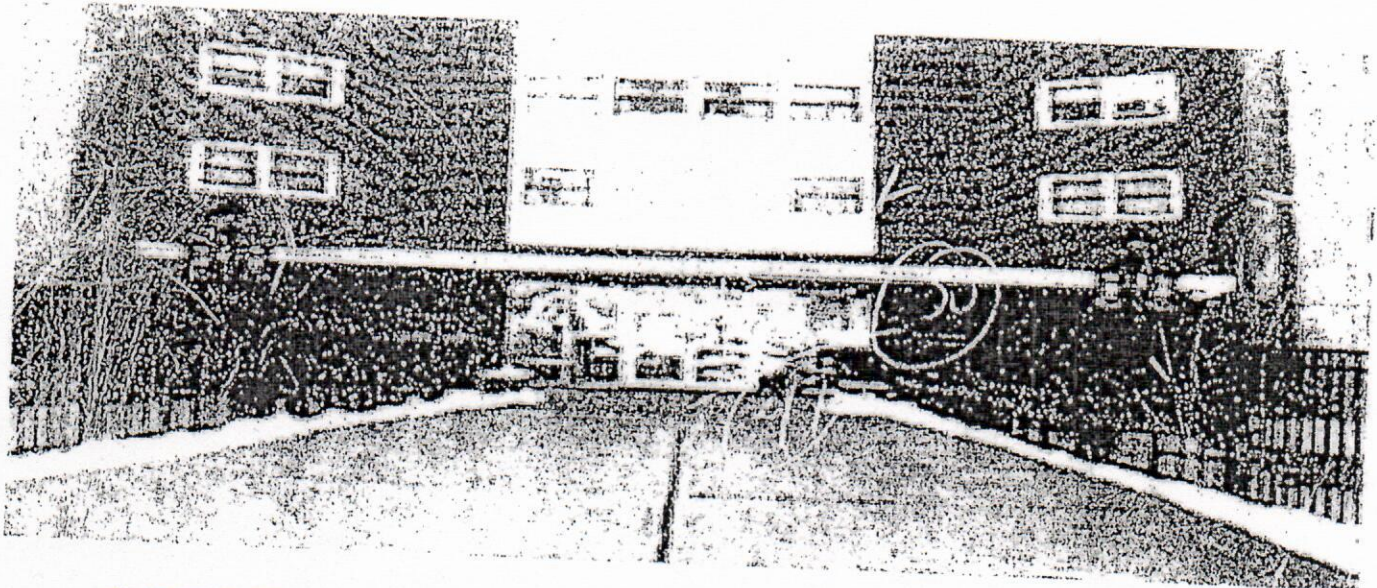


Irvington Housing Authority



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

IRVINGTON HOUSING AUTHORITY
TOWNSHIP OF IRVINGTON

AND

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 617

ADDED 1 2010 THREE MONTHS 2010

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ARTICLE I
RECOGNITION

This Contract entered into this **first day of April 2010** between the Housing Authority of the Township of Irvington (hereinafter referred to as the "Authority" or "IHA") and Local 617 - Service Employees International Union, AFL-CIO (hereinafter referred to as the Union), represents the complete understanding of all bargainable issues between the Authority and the Union.

WHEREAS, the parties have carried on collective negotiations, regarding wages, hours of work and other terms and conditions of employment for certain employees of the Authority; and

WHEREAS, the parties have desired to embody the results of collective negotiations in a written agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1.

The Authority recognizes the Union as the exclusive collective negotiations representative of the maintenance, clerical, security, skilled tradesmen and boiler operator employees (**non-supervisory**) of the Authority. The Authority shall not be precluded by its execution of this **AGREEMENT** from seeking a determination by the Public Employment Relations Commission relative to the legality and appropriateness of the current scope of the bargaining unit.

Said recognition shall not be deemed to impair the State of New Jersey Department of Personnel (civil service) rights of any employees nor the constitutional, statutory, civil or any other rights of any employees of the Authority.

Section 2.

It is the common objective of the parties to obtain economical and efficient operations, safety for employees, increased productivity, protection of property and cleanliness of projects and to cooperate to those ends. In order to achieve these common objectives, the parties agree to work jointly to improve such areas as; organization of work, individual work effort and tenant cooperation with employees.

Section 3

Except as otherwise specifically provided in this Contract, nothing in this Contract shall preclude the right of the IHA to determine the standard of service that it offers; determine the standards of selection for employment; direct its employees from duties because of lack of work or for any other legitimate reasons; to maintain the efficiency of its operations; determine the content of the job classifications; take all necessary actions to carry out its missions in emergency situations; and exercise the technology in the performance of its work.

Section 4

Nothing herein shall impair the rights of the United States, HUD, and the IHA, pursuant to the Annual Contributions Contract with the IHA, nor shall this Agreement conflict with pertinent New Jersey Law and Regulations.

ARTICLE II

Union Membership

Section 1.

(a) The IHA shall maintain a check-off of monthly dues for each employee as soon as it receives voluntary written authorization and transmit to the Union a check in the amount of deduction so made. Local 617 shall indemnify and save harmless the IHA against any and all claims arising out of said check-off systems. In the event an employee is not eligible for payment on the date of customary dues deduction, such deduction will be made from the payroll of the next regular dues deduction date.

(b) The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reasons of action taken by the Authority in reliance upon a fair share assessment information as furnished by the Union to the Authority, or the reliance upon the official notification on the letterhead of the Union signed by the President of the Union, advising of such deduction.

(c) On or about the last day of the month, beginning with the month this Agreement becomes effective, the employer will submit to Local 617, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and date of employment for all employees.

(d) Twice per year (January 1st and July 1st), the Authority will provide Local 617 with a roster of all Local 617 members and agency shop employees covered by this Agreement.

Section 2 - Fair Share Assessment

Any newly hired employee in this unit who does not make application for membership in the Union within thirty (30) days from the date of their employment shall have deducted from his/her salary by the IHA eighty-five percent (85%) or the rate of S.E.I.U., Local 617 union dues from each and every non-union member of the bargaining unit represented by the Union.

Section 3 - Cope Deduction

The IHA shall deduct and transmit to the Union, the Committee on Political Education deduction for members who have submitted a signed authorization card for such deduction.

Section 4 - Discrimination/Equal Opportunities

The parties shall not discriminate in regard to equal employment opportunities against any employee because of membership in the Union, or representation by the Union, or because of race, color, creed, religion, national origin, ancestry, sex, age or marital status, mental or physical disability, liability for service in the Armed Services of the United States or a typical hereditary cellular blood trait. Equal opportunity shall at all times be made available in according to the Law.

ARTICLE III

Union Business Leave

Section 1.

Local 617 shall certify in writing to the IHA the names of its officers, executive board members, its chief stewards and other grievance committee members at the time of the execution of this Contract, and any changes thereto as may occur during the term of this Contract. Local 617 shall have the right to select its shop stewards and alternates.

Section 2.

Subject to notification and approval of IHA, said approval shall not be reasonably withheld, union representatives, not in the employment of IHA, may have admission to IHA premises during working hours for the purpose of ascertaining whether the contract is being observed by the parties hereto, or to assist in the adjustment of grievances, as herein, after provided.

Section 3. - Union Steward

All other Local 617 officials, stewards and grievance committee persons shall continue to work at their assigned jobs at all times. Local 617 business meetings are to be conducted after working hours with the following exceptions:

(a) For the purpose of processing a grievance the shop steward shall be entitled to meet with the aggrieved employee: Each shop steward shall represent Local 617 only at his assigned project.

(b) The Union may designate an additional representative to participate in the monthly meetings with the Personnel Officer or his/her designee; where there is an issue of the New Jersey Department of Personnel's practices and procedures to a maximum of one (1) hour on the Authority's time.

(c) For the purpose of processing a grievance the regularly scheduled grievance session with the Personnel Officer or his/her designee; one (1) additional grievance committee member and a stenographer to be selected by the Union shall be entitled to attend this session only.

Section 4 - Negotiations

Time for negotiations will be mutually agreed upon by the Union and the IHA. Members of the Union negotiation committee shall be granted administrative leave with pay, if negotiations take place on the IHA's time. No more than four (4) employees shall have the right to receive pay under this provision.

Section 5 - Labor Management Meeting

The Executive shall meet with the Union and shop stewards/building representatives three (3) times a year for the purpose of discussing issues of mutual interest. These meetings shall be scheduled by mutual consent and shall not exceed sixty (60) minutes in duration. The shop steward/building representative shall submit to the Executive Director a written agenda at least forty-eight (48) hours prior to the scheduled meeting.

ARTICLE IV

Grievance Procedures

Section 1. - Definition

A grievance is defined as a complaint or dispute by an employee in the unit with the Irvington Housing Authority or any supervisor or director of the Authority, having authority over members of the unit. Said dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this Agreement, or any other rules and regulations of the Authority, or the New Jersey Department of Personnel which may apply to said employees.

Section 2. - General Procedures

Step 1 - In the event that any grievance arises between an employee and his/her immediate supervisor, the employee, together with a Union representative, shall present the grievance informally to the supervisor involved. Every effort shall be made to resolve the grievance informally.

Step 2 - If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee, together with the Union representative may reduce the grievance to written form to the aforementioned superior. Said supervisor shall respond in writing to the employee and shall forward copies of his/her response to the Union and the Personnel Officer or his/her appropriate designee.

Step 3 - If no satisfactory resolution of a **Step 2** grievance is reached within five (5) working days, the grievance or the Union will appeal the decision of **Step 2** to the appropriate personnel officer or his/her appropriate designee, who shall within **five (5) days** conduct a conference with the employee and a Union representative to review the grievance. The Personnel Officer or his/her appropriate designee shall submit a written decision on the grievance to the employee and the Union.

Step 4 - In the event a grievance shall not have been settled as a result of the above procedures:

(a) The employee and the Union will have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the **Step 3 decision** has been given to the employee and the Union. A written request for arbitration shall be sent to the Authority's grievance committee requesting such arbitration to be conducted as described below:

(b) The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.

Grievance Procedure cont'd)

(1) The arbitration shall be conducted before an arbitrator, who shall be selected pursuant to the selection procedures of the State Board of Mediation. The expenses of such arbitrator shall be borne equally by both parties. The arbitrator shall not be empowered to hear multiple grievance issues.

(c) In the performance of his/her duties, the arbitrator shall comply with and be bound by the provisions of this agreement. He/she shall have no power to add, delete or modify any provisions of this Agreement. His/her decisions shall be binding and in writing and shall set forth his opinions and conclusions of the issues submitted. The arbitrator shall be without power or authority to make decisions contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable law, rules or regulations having the force or effect of law. His/her decisions shall not usurp the functions of the Authority as provided by law.

(d) **The arbitrator's decision shall be rendered within forty-five (45) days after Step 4 hearing.**

Section 3 - General Provisions

(a) Nothing contained herein shall prevent any member in this unit from presenting his/her own grievance and representing him/herself providing that notification of all meetings, steps and written responses are given to the Union and the Union is given the opportunity to be present at any and or all steps of the grievance procedure.

(b) Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to a higher step.

(c) At any level of the grievance procedure time limits may be waived by mutual agreement of the parties involved.

(d) In the event that the time limitation imposed in the procedures outlined in **Section 4**, is not complied with, the grievance shall move to the next step of the grievance procedure.

(e) Any and all provisions of this agreement, pertaining to grievance and arbitration shall be subject to New Jersey Department of Personnel's Rules and Regulations and the grievance procedures established herein shall apply to any matter which is recognizable under the New Jersey Department of Personnel's Rules and Regulations. Any employee in the unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reasons for being summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing, which may ensue with regard to this matter, he/she shall be accompanied by a representative of the Union who shall represent him/her at any such hearing.

Section 4 - Time Limits For Filing Grievance

(a) A grievance must be filed at Step 1 - within **thirty (30) calendar days** from the date on which the act that is the subject of the grievance occurred, or **sixty (60) calendar days** from the date on which the individual employee should have reasonably have known of it's occurrence, except **payroll errors and related matters** shall be deemed a continuous grievance and not subject to the sixty day limitation above.

(b) In the event a grievance results in a monetary settlement, if filed on or after March 1st, reasonable efforts shall be made to reduce the time limit set forth at each step of the grievance procedure so that the grievance process may be exhausted prior to the end of the fiscal year, March 31st.

(c) When a grievance is directly concerned and is shared by more than one (1) employee, such group grievance may be properly initiated at step 2, if such step is the first level of supervision common to the grievance.

(d) A grievance that is not appealed to the next step shall be deemed an acceptance of the decision rendered at the last step submitted.

(e) The sole remedy available to any employee for any alleged breached of this agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance and arbitration procedure, provided however, that nothing contained herein shall deprive the Authority or any employee of their legal rights.

ARTICLE V

LEAVE OF ABSENCE

Section 1.

Upon making timely written application, all permanent employees who are members of this bargaining unit may apply for a leave of absence without pay, for a period not exceeding **six (6) months**. Such request shall include the reason therefore, and the IHA shall give due consideration to each application. Such leave of absence may be renewed for an additional period not to exceed

six (6) months, upon formal written application to and subject to approval of the IHA. No more than two (2) such leaves per person at maximum shall be permissible at any one time based on the seniority of the department.

Section 2 - Court Leave

(a) Employees shall be granted time off with pay when the following conditions apply:

1. When an employee is called for jury service.
2. When an employee is subpoenaed to serve as a witness before a court, legislative committee or federal or quasi-judicial body and IHA is not party to such litigation.

(b) Any payments made to the employee by the Court, legislative committee or quasi-judicial body, with the exception of travel expenses, shall be turned over to the authority upon the employee's return to work along with written documentation of attendance before the above bodies indicating the dates of attendance. An employee who is notified by one of the above bodies that he/she need not appear before it on any specific working day(s) shall be required to report for work during such day(s).

Section 3 - Military Leave

(a) Military leave of absence without pay will be granted to all bargaining unit employees of the IHA inducted into the Armed Forces for the required length of service, according to the terms applicable Laws.

(b) An IHA employee will be eligible for Military Leave of Absence if ordered to report for the National Guard in the national interest, under current applicable laws applying to conscientious objectors.

(c) Upon return to the IHA system; such inducted employee will be placed on a step of the salary scale as if he/she never left.

(d) Reservist Duty - IHA employees called for active duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for such periods.

Section 4 - Maternity Leave

Upon certification by a duly licensed physician and application by an employee, a leave for maternity shall be granted by the IHA for a period of not more than seventeen (17) weeks, in accordance with the State Law minimum. An employee on maternity leave shall be reinstated at any time during the period of such leave upon request of the employee and examination by a duly licensed physician attesting to their ability to perform their duties satisfactorily. Leave shall be extended for a period of up to one (1) year by the IHA for child care, if requested by the employee. An employee returning from maternity leave of absence will be reinstated and will

retain the seniority held at the time the leave became effective, except that when the employee has completed ninety (90) days or more in a calendar year, it shall count as a full year. Seniority rights shall also be in compliance with new State and Federal Regulations in reference to disability, sick and other compensation.

Section 5 - Administrative Leave

Where the Department Director is of the opinion that a benefit may be derived by the Authority by having an employee attend conventions, conferences, seminars and meetings for more than one (1) working day, the director or his/her designee shall indicate, in writing the employees who are to attend. Such employees shall be entitled to administrative leave with pay, for the time they are in attendance at the convention, conference, seminar or meeting.

In all cases, request for leave to attend conventions, conferences or meetings away from the IHA that are recommended by the Department Director shall be submitted to the Personnel Department or transmitted the Executive Director in advance of the scheduled conference, convention or meeting.

Where an employee is a duly authorized representative of any of the organizations listed in *N.J.S.A 38:23-2* and/or *N.J.A.C. 4:17-9* and/or any amendments thereto, said employee shall be granted a leave of absence with pay for an aggregate period not to exceed five (5) days in any calendar year for the purpose of traveling to and from and attending any State or National convention or said organization. The Personnel Department will maintain a record of approvals for attendance to all of the above to insure that no employee exceeds the limits of five (5) days in any calendar year.

Section 6 - Return from Leave of Absence

Any IHA employee returning to full time employment upon termination of any sick leave or any other leave shall provide to IHA such documentation as required by the Authority indicating the ability to return to their employment as certified by an IHA selected physician. Upon said certification the employee shall be returned to his/her previous title and/or position.

ARTICLE VI

JOB INJURY COMPENSATION

Whenever an employee in the bargaining unit is absent as a result of personal injury caused by an accident arising out of and in the course of his/her employment the Authority shall:

(a) The employee shall receive payment not greater than the amount paid by Workers Compensation Insurance Carrier. Workers Compensation Insurance Carrier pays 70% of employees' salary. All payments will go directly to employee from the Workers Compensation Insurance Carrier.

(b) The employee, upon receiving the award from Workers Compensation, shall remit or assign such award to the Authority immediately. The Authority shall not withhold any compensation as stated in Part A from the employee pending the award.

(c) Any employee injured on the job, who has filled out an accident report and has been attended by an Authority's Physician and told when to report back to work, shall not have his/basis for pay interrupted because he/she does not have any sick time.

The Provision shall not apply if:

(a) Injury has been declared non-compensable by the Authority's Workers Compensation Administrators.

(b) He/she has been attended by the Authority's Physician and has been released to return to work, and he/she does not return to work.

ARTICLE VII
PROBATIONARY PERIOD

Section 1.

Where a Civil Service List exists, it may not be circumvented. Where no list exists, the Irvington Housing Authority will request an immediate examination and certification of the list by the New Jersey Department of Personnel.

Section 2.

(a) Any employee who has passed a civil service examination and has been certified on a complete or incomplete list in a position covered by this bargaining agreement, the employee shall be hired and given a ninety (90) day probationary period. This procedure also applies to provisional appointments in accordance with NJDP Rules and Regulations after ninety (90) days probationary period.

(b) During the ninety (90) day period an employee shall be evaluated. The evaluations shall be made at thirty (30) day intervals wherever possible. Such evaluations shall be made openly and every written evaluation or performance of any employee shall be submitted to the Union and the employee by the individual authorized to make such evaluations. Should the parties disagree upon the evaluation, then either party may initiate a grievance in accordance with the procedures set forth in this agreement.

(c) Any employee assigned or promoted to a higher position shall be deemed be on probation in such position and his/her status in that position shall be subject to the applicable provisions under the rules and regulations of the IHA and the New Jersey Department of Personnel Rules and Regulations.

(d) The Irvington Housing Authority shall have no obligation to reemploy any permanent employee who may be dismissed during his/her probationary period.

ARTICLE VIII
FRINGE BENEFITS

Section 1. - Medical and Dental Benefits

Local 617 and the IHA mutually agree that the IHA shall make available to all members of this bargaining unit and their dependents a program of hospitalization and medical-surgical benefits, including dental benefits. Such a program, after the signing of this Contract and during the duration of this agreement shall not be reduced in terms of such benefits.

The following coverage shall be provided:

- a. *New Jersey State Health Benefits Plan for Medical coverage.*
- b. *Dental plan with open and closed enrollment.*
- c. *The Authority reserves the right to change insurance carriers and/or to self-insure, as long as substantially similar benefits are provided.*

Section 2. - Disability Plan

The Irvington Housing Authority will provide all employees covered under this Agreement with a N.J. State Short Term Disability Plan.

Section 3. - Life Insurance

The Irvington Housing Authority will provide all employees covered under this Agreement with the N.J. State Plan

Section 4. - Prescription Plan

The Irvington Housing Authority will provide all employees with a Prescription Plan provided by New Jersey State Health Benefit Plan.

Section 5.

Employees who retire after twenty-five (25) years of continuous service with the Authority shall be granted paid insurance benefits in recognition of their faithful service, under such uniform conditions, as the governing body shall prescribe.

Section 6 - Part- Time Security Guards

All part-time security guards shall be entitled to all health benefits, said benefits shall be provided for the employee only.

Section 7.

The Authority shall maintain coverage for all employees who are members of this bargaining unit on paid authorized leaves of absence due to illness with the exception of military leave, at no cost to the individual. Employees on an authorized leave of absence for reasons other than medical may maintain their membership with monthly payments to the carrier, through the Authority based on rates currently in effect for the coverage involved. The rates are not automatically the same for special program employees. For information concerning benefits for special program employees, please contact the Benefits Section of the Personnel Department.

ARTICLE IX
WORK WEEK

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Section 1. - All Maintenance, Clerical and Trade Personnel

All maintenance and trade personnel are required to work a five (5) day work week, eight (8) hours per day. All maintenance and trade personnel are required to work from 8:00 a.m. to 4:30 p.m. with one-half (½) hour lunch on each shift. The work hours for Clerical employees *hired after April 1, 2004 shall be from 9:00 a.m. to 5:00 p.m. exclusive of one (1) hour* for lunch except flexible hour agreements between employer and employee with a copy to Local 617. On pay day all maintenance and trade personnel shall receive a one (1) hour lunch.

Section 1A - Work Week Security Officers

Part-time Security Officers shall be defined as those Security Officers who work thirty hours per week or less. Full time Security officers shall be those Security officers who work no more than forty (40) hours per week and no less than thirty one (31) hours per week.

Section 2. - Differential Pay

All employees, *with the exception of Security Guards*, covered by this bargaining unit who are assigned to any shift other than the first shift shall be entitled to a shift differential of fifty cents (\$.50) for those hours which are outside of the normal shift for that location. All employees covered by Agreement working on any shift other than the first shift shall be entitled to a premium rate of fifty cents (\$.50) per hour for those hours that are outside of the normal shift for that location.

ARTICLE X
SUSPENSION AND DISCIPLINARY ACTION

Section 1.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee, or any intent to invoke disciplinary action upon said employee may be processed by that employee as a grievance.

In the administration of this article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. In all matters where disciplinary action is contemplated, the IHA shall supply the employee and the Union Office with the charges and written documentation submitted from which the charges are drawn. This information shall be submitted no less than five (5) days prior to the scheduling of any disciplinary hearing.

(1) If the employee disagrees with the disciplinary action, the employee and the Union shall be entitled to a hearing prior to suspension, except in the case of an act of violence, criminal intent or bodily harm.

Section 2.

Any disciplinary action shall be progressive except in the case of an act of violence, criminal intent (theft of property) or bodily harm. The employee shall not receive any disciplinary action unless:

1. A verbal warning is given;
2. A notice of warning is given and a copy of such warning must be given simultaneously to the Union Office.

Section 3.

If the IHA or any authorized agent of the IHA has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public. A member of the unit who receives a verbal or written administrative order to report to the Personnel Department, a supervisor, or other administrative officer on a matter involving discipline, may be accompanied by a representative of the Union at the employee's request.

If during the course of a discussion between an employee and a representative of the employer, a matter may arise which would lead to a question of discipline, suspension or discharge the employee may at the time request Union representation.

Section 4.

The IHA and the Union agree that there will be no harassment of either party of a pending grievance, disciplinary action or arbitration while said action is in progress.

Section 5.

If any employee has a disciplinary action hearing, the decision of the Hearing Officer shall be rendered within thirty (30) days.

Section 6.

In the event an employee is given an immediate suspension for an overt act, he/she must have a hearing within ten (10) days of his/her suspension.

** done as shown openly, plainly or readily apparent - not secret or hidden*

Section 7.

If an employee is terminated as a result of a disciplinary hearing, excluding an act of violence, criminal intent or bodily harm, said employee must be given five (5) days written notice.

Section 8.

After a period of three (3) years from the date of issuance of a written reprimand to an employee, it may not be utilized by the Authority in assessing discipline in any future discipline action, but shall remain a part of that employee's employment record.

ARTICLE XI

HEALTH AND SAFETY

Section 1. - Committee

The Irvington Housing Authority agrees to maintain a safety committee to review and make recommendations concerning safety and sanitary conditions at work locations.

Section 2. - Work Temperature

In the event the temperature in any of the respective locations of the IHA drops below twenty (20) degrees during the winter months, or rises above ninety (90) degrees during the summer months, the IHA's maintenance workers and security *officers shall* be reassigned at the discretion of the Executive Director *or his designee*.

Section 3. - Rest Periods

All employees shall receive two (2) fifteen (15) minute rest periods per shift.

Section 4.

The IHA agrees to provide employees with locker facilities and shower facilities, where available.

ARTICLE XII
MANAGEMENT RIGHTS

Section 1.

It is the common objective of the parties to obtain economical and efficient operations, safety for employees, increased productivity, protection of property, cleanliness of projects and to cooperate to those ends. In order to achieve said common objectives, the parties agree to work jointly to improve upon such areas as organization of work, individual work effort and tenant cooperation with employees.

Section 2.

Except as otherwise specifically provided in this Contract, nothing in this Contract shall preclude the right of the IHA to determine the standards of selection for employment, direct its employees, take disciplinary action, relieve its' employees from duties due to lack of work or for any other legitimate reason; maintain the efficiency of its' operations; determine the means, method and personnel by which its' operations are to be conducted; determine the content of job classifications, take all necessary actions to carry out its' mission in emergencies and exercise the technology in performance of its' work.

Section 3.

Nothing contained shall impair the right of the United States, HUD, and the IHA, pursuant to the Annual Contributions Contract with the IHA, nor shall this agreement conflict with pertinent New Jersey State Laws and Regulations.

Section 4.

Prior to the implementation of any rules or regulations affecting any permanent change in hours, wages or working conditions of employees in this unit by the IHA or any of its' authorized administrators, the Union shall be notified within seventy-two (72) hours. **(Please refer to work week, section 1.**

ARTICLE XIII
UNIFORMS

Section 1.

It is agreed that the Irvington Housing Authority will initially provide uniforms for all maintenance and trades personnel covered under this bargaining unit for the duration of this Agreement.

Section 2.

Employees who have been issued uniforms shall wear said regulation uniform in its entirety. The wearing of regulation uniforms will be strictly enforced by the Irvington Housing Authority.

Section 3

No employee shall wear work issued uniforms after working hours.

Section 4

The Irvington Housing Authority shall provide all Security Guards two (2) sets of uniforms per year on/or before December 15th of each year and one hundred (\$100.00) dollars per year, maintenance allowance. Said maintenance allowance shall be paid in two (2) installments of fifty (\$50.00) dollars. Said fifty (\$50.00) dollar installments shall be paid on/or before June 15 and on/or before December 15th of each fiscal year. Uniform sets shall include: Winter jacket, rain gear.

ARTICLE XIV

SENIORITY

Section 1.

Seniority is defined as employment based on the length of continuous service with the IHA, within the title, from the date of hire and rank.

During the term of office of any officer of the Union or steward, such officer or steward shall be placed at the head of the seniority list during the term of his/her office.

An employee shall on the day worked immediately following the successful completion of the probationary period be considered to have seniority as of the date of hire.

A seniority list shall be made available to the Union twice a year - January 1st and July 1st, showing the date of hire and rank or last date of rehire of all employees in the bargaining unit. Seniority shall prevail in all matters where a preference may be established as provided by the New Jersey Department of Personnel Rules and Regulations.

All provisional employees to be laid off from the Irvington Housing Authority shall be laid off in reverse seniority, and shall be given two (2) weeks prior notice of said layoff.

In the matter of recall the Irvington Housing Authority shall recall the employee with the highest seniority first.

ARTICLE XV

TRANSFERS

Section 1.

The parties agree that there shall be no mass transfers of staff without just cause. It is understood management may transfer employees as required during the day to day operations of the IHA.

Section 2.

Employees of this unit who wish to make application for transfer or assignment to any existing vacancies, shall submit such application in writing to the Personnel Director or his designee. Such application shall include in order of preference; the location where the employee wishes to be transferred. Any selection to fill any existing vacancy by those employees requesting a transfer shall be based on consideration of seniority, qualifications, assignment compatibility and personal preference.

Section 3.

While serving in the capacity of steward or officer, an employee will not be transferred to another location without ten (10) working days notice to the Union and the employee.

Section 4.

Any employee who has been involuntarily transferred because of budget cuts from any location in the bargaining unit shall be given first consideration to be reassigned to that location in the event the position at that location is restored, providing the employee requests the transfer.

ARTICLE XVI

PROMOTIONS AND NEW POSITIONS

Section 1.

In the event any new position in the field covered by the employees of this unit are opened, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity of competing for such positions.

- (1) *Notice of all openings shall be posted in all locations and places of employment for a minimum of five (5) working days. All notices of posting of positions that are vacant-new positions or promotional positions shall be sent to the union one (1) day prior to the date of posting such position.*

- (2) *In posting such notices, complete and full details with respect to all qualifications, job specifications and salary shall be included.*
- (3) *All employees in the unit shall have full and equal opportunity to compete for any such position based on seniority and their being able to meet the required qualifications. In all cases where promotional exams are held, bargaining unit members shall be selected. Should no bargaining unit member be found eligible the IHA may select from the open competitive list.*
- (4) *Promotional rights shall be on the bases of seniority and qualifications, with first preference given to employees in their respective unit.*
- (5) *Where no New Jersey Department of Personnel Certification exists, the IHA shall post the said position, which shall be open to Irvington Housing Authority employees only. Where no applicants have been selected from IHA employees, the IHA reserves the right to open said position to outside recruitment.*

Section 2.

All vacancies shall be awarded on the basis of the New Jersey Department of Personnel's Rules and Regulations; seniority shall apply where appropriate.

Section 3.

In the case where a permanent employee is promoted but does not successfully complete the probationary period, the employee shall be returned to his/her previous job classification in the employee's most recent location without loss of seniority.

Section 4.

Whenever any decision or recommendation is made by either the IHA or the New Jersey Department of Personnel that changes the title of any employee within the bargaining unit, having any impact on their terms and condition of employment, said changes shall be brought to the attention of the Union within ten (10) days, mailing a copy of the New Jersey Department of Personnel document or IHA resolution to Local 617. A meeting shall be called to negotiate salary and conditions of said employee and/or employees. The Union shall request such negotiations within ten (10) days of the receipt of the New Jersey Department of Personnel document.

Section 5.

When an employee's title changes as a result of a New Jersey Department of Personnel lateral action, the employee shall be placed on the same step for the salary range as the employee was on prior to the lateral title change.

Section 6.

Any employee who has applied for a posted position with the Irvington Housing Authority he/she shall be afforded an interview and shall be given written response on the outcome of said interview within (10) days after interviewing and prior to hiring of an employee to the posted position.

Section 7.

Any employee who has been promoted to a higher title shall be placed on the next step higher than his/her previous title with an increase of at least **\$500.00.**

Any employee who has been demoted for any reason shall be returned to his/her previous title and be placed on a step based on his/her length of service and with a decrease of no more than \$500.00.

ARTICLE XVII
MISCELLANEOUS

Section 1.

A Labor/Management Committee consisting of representatives of the IHA and the Union shall be setup, for the purpose of reviewing issues of common interest. Such committee shall meet not less than two (2) times a year.

Section 2. - Orientation

The Irvington Housing Authority shall provide an orientation for all new employees on the date of hire. The Union will be invited to the orientation programs for such employee(s).

Section 3 - Personal Vehicles.

The IHA will take appropriate steps so that a person using their car on IHA business must first be authorized to do so, and will not be authorized unless/she has submitted evidence of public liability insurance and property damage insurance coverage. The IHA will have secondary liability insurance on such cars. Employees using their cars are entitled to twenty-two cents (\$ 0.22) per mile. Department heads are to advise all personnel of these regulations.

However, no employee will be penalized for not agreeing to use his/her personal automobile for IHA business, unless initially agreed to in writing by the employee and management in terms of specific conditions of employment for the position sought by said employee.

Section 4.

The IHA shall issue to all of its' employees an IHA identification card, which must be worn during working hours for security purposes, or be subject to disciplinary action. The IHA will pay for renewal of badges when appropriate as noted below. The determination of the changes in badges, either in form or in content, will rest with the Authority and employees covered by this Agreement will be advised of any change in the badges by memorandum from the appropriate Authority personnel. The Authority will pay for all badge renewals, except where the employee has previously lost his badge or deliberately destroyed his badge prior to any renewal. In these cases, the employee will be required to pay for any renewed badge.

Section 5 - Working in Higher Position Title

Any employee assigned to work in a classification over and above his/her normal job description shall be paid at the appropriate rate of base pay for that job. Qualifications for this pay shall be based on filling the vacancy for five (5) days.

Section 6.

The maintenance, skilled tradesman and boiler operator employees and *Security Officers* will be provided with the necessary tools and supplies by the IHA in order to perform various job functions. All tools and supplies while in the possession of maintenance, clerical staff, skilled tradesmen and boiler operator it will be their responsibility to adequately secure and maintain said tools.

Improperly cared for or lost tools and supplies will be repaired or replaced at the expense of the responsible employees. If the responsible employee fails or refuses to reimburse the Authority, appropriate disciplinary action may follow, in addition to his/her paycheck being docked for the value of the lost or repairs incurred.

Section 7.

Should it become necessary to displace any employee due to the introduction of any new automated equipment, IHA will do one (1) of the following:

- (A) *Reassign employees to other comparable vacancies.*
- (B) *Train displaced employees to operate new equipment as far as is feasible*
- (C) *Layoff employee if A and B of the clause cannot be accomplished.*

Sign Here

ARTICLE XVIII
SICK, PERSONAL AND VACATION LEAVE

Section 1. - Vacation

(a) The IHA agrees that for the duration of this Agreement, its' vacation policy, relates to the number of vacation days and vacation pay of all bargaining unit employees covered by this unit shall be continued and there will be no reduction for the duration of this Agreement.

(b) Vacation leave shall be as follows:

- *1 - 5 years of service - 12 vacation days per year. *12.0*
- *5 - 10 years of service - 14 vacation days per year. *14.0*
- *10 - 15 years of service - 20 vacation days per year. *1.66*
- *After 20 years - 25 vacation days per year. *2.08*

(b/2) - Vacation leave part-time Security Officers:

All part time security guards shall receive one half (1/2) of the vacation entitlement for full time employees;

- *1-5 years of service six (6) vacation days*
- 5-10 years of service seven (7) vacation days - *Part**
- 10-15 years of service ten (10) vacation days*
- After twenty (20) years - twelve and one half (12.5) vacation days*

All remaining language under Article XVIII shall apply to part time security guards.

(c) In the case of severance from the job for any reason, including retirement, any accrued vacation shall be paid in a lump sum on the effective date of severance or retirement and shall be scheduled in order to afford the employee time in which to avail him/her of such accumulated time. The details of payment must be in accordance with time limits and laws.

(d) Vacation requests must be submitted in writing by April 1st of each year. Specific time of leave is subject to the Executive Director's approval based upon authority work load, said approval shall not be unduly withheld. When a decision must be made on conflicting vacation requests seniority will be take precedent and where the seniority is the same the employee's who submits his vacation time first shall be granted preference on selection of vacation.

Clara Fauts

ARTICLE XX
HOLIDAY SCHEDULE

Section 1.

It is mutually agreed by the Irvington Housing Authority and Local 617 that the present number of holidays, fourteen (14) shall be maintained for the life of this Agreement.

IRVINGTON HOUSING AUTHORITY HOLIDAYS

It is mutually agreed by the IHA and Local 617 that the number of holidays shall be fourteen (14) days. The following are the holidays to be listed in this Agreement as part of the fourteen (14) paid holidays:

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (National/State)
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas

Section 2:

If by any act of the legislative authority, the traditional date of celebrating a particular holiday has been changed, the holiday listed shall, for the purpose of this Article, be on the date(s) as are officially designated by such legislative authority and included in the official calendar of the Irvington Housing Authority.

Section 3.

If an employee works on a holiday, he/she shall be paid regular pay plus time and one half (1½)

(e) Employees shall take their annual leave during the calendar year in which it is earned. In the event, an employee cannot be granted vacation leave in one calendar year, leave shall be accumulated and taken in the next year. Vacation accumulation shall be the exception rather than the rule and shall be granted solely as a result of operational emergencies. In no event shall vacation accrual exceed two (2) years.

Section 2 - Sick Leave Defined.

Sick leave is herein defined as an employee's absence from duty because of illness, accident, exposure to a contagious disease, attendance upon a member of the employee's immediate family who is seriously ill and requires the care or attendance of such an employee. Where the absence is for more than five (5) working days for the employee or where the situation so warrants, a certificate from a reputable physician shall be required. *Where the absence is for more than three (3) consecutive working days for a family member or where the situation so warrants, certificate from a reputable physician shall be required.* Excessive use or abuse of this privilege may result in appropriate disciplinary action. **After five (5) days of absence the IHA has the right to send the employee to the IHA's Physician.**

Section 3. - Sick Leave

All full time employees of the bargaining unit are entitled to annual paid sick leave of one (1) working day for each month of service during the first calendar year of employment. After five years of employment one and a quarter (1¼) days per month. After ten (10) years of service one and one-half (1½) days per month.

15 days

1 ½ days

Section 3a - Sick Leave - Part Time Security Guards

All part time security guards shall receive one half (½) of the Sick Leave entitlement for full time employees. All part time security guards are entitled to annual paid sick leave of one half (½) working day for each month of service during the first calendar year of employment. After five (5) years of employment .625 days per month. After ten (10) years .75 days per month.

Section 4. - Sick Leave at Retirement

Upon normal retirement, an employee shall receive a payment equivalent to a maximum of one half (½) of his/her accumulated sick time; the sum of which shall not exceed **fifteen thousand dollars (\$15,000.00)**.

Section 5. - Personal Leave

Each employee of the bargaining unit shall be entitled to two (2) personal leave days per year.

Section 5A - Personal Days/ Part Time Security Guards:

All part time security guards are entitled to one (1) personal leave day per year.

Section 6. - Bereavement Leave

All employees covered by this Agreement shall be granted a period of up to five (5) days with full pay, in the case of death in the immediate family. Such absence shall be treated as administrative leave and not charged against the employee's leave record.

Immediate Family is defined as: Husband, Wife, Child, Parent, Grandparent, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Sister, Brother, Step Parents, Step Children. Verification shall include mortician affidavit, newspaper obituary or funeral program or death certificate..

Employees who avail themselves of the above privilege shall, upon their return to work, furnish documents substantiating their leave. These documents shall be forwarded to the Personnel Department and attached to the employee's file.

ARTICLE XIX

OVERTIME

Section 1.

Overtime shall be defined as extra work by a member of the unit above the regular work hours which prevail at the time of the ratification of this Agreement, or any time during a holiday, Saturday or Sunday; if Saturday or Sunday is not a regular work day. All such overtime shall be calculated on the basis of time and one-half, it is the regular hourly rate of pay multiplied by one and one-half (1½).

(a) All lunch periods assigned to members of this unit shall be duty free lunch periods, with the exception of an emergency. Any member of this unit who is requested to perform services during his/her lunch period shall be afforded a duty free lunch during the respective work shift in the same workday. Any employee who is not assigned by his/her supervisor to perform duties during his/her lunch break and choose to work shall forfeit his/her lunch break.

All employees are required to obtain their supervisor's and/or the Executive Director's permission to forego their lunch hour in order to leave early.

(b) Breaks

All employees covered by this Agreement are entitled to two (2) fifteen (15) minute breaks; one in the morning and one in the afternoon.

(c) Lunch Room

IHA will provide an area of privacy for the workers to take their duty-free lunch or break.

Section 2.

For purposes of calculating such overtime, time reports shall show the amount of time worked to the nearest quarter of an hour.

If there are no volunteers for overtime the IHA will assign overtime by reverse order of seniority and the employee with the least seniority to work said overtime.

Section 3.

- (a) All overtime payments shall be no later than the second (2nd) payroll period following the period in which the overtime is worked.
- (b) All overtime must be approved by the Department Head.
- (c) When an employee is scheduled to work additional hours, that employee is entitled to overtime pay if the hours are worked.
- (d) For night shift employees, working on Monday through Friday work schedules, the period beginning on Friday and overlapping into Saturday morning shall be considered as part of the regular work week up to eight (8) hours of work.
- (e) The selection process of seniority for overtime shall begin with the employees having the most seniority. No employee shall be forced to accept overtime, but every effort shall be made to cooperate in case of emergencies. Employees shall be scheduled for overtime on a rotating basis, selected by the amount of seniority.
- (f) When an employee is assigned to a first (1st) shift, and has been rescheduled to work on any other shift temporarily, he shall be entitled to premium pay for that shift.

Section 2A - On Call pay and Emergency Calls:

All employees shall receive a stipend of fifty dollars (\$50.00) per week when he/she is on call. If an employee is called out for an emergency said employee shall be compensated for a minimum of two (2) hours at the rate of time and one half (1½).

The selection process for on call and/or emergency assignments shall begin with the employees having the most seniority. No employee shall be forced to accept on call, emergency assignments or carry a pager, but every effort shall be made to cooperate in cases of emergencies.

Section 3 - Duty Free Lunch Period

All lunch periods assigned to members of this unit shall be duty free lunch periods, with the exception of an emergency, any member of this unit who shall be requested to perform services during his/her lunch period

shall be afforded a duty free lunch period during the respective work shift in the same work day. Any employee who is not assigned by his/her supervisor to perform duties during his/her lunch break and choose to work shall forfeit his/her lunch break.

All part-time Security Guards shall receive a one-half (1/2) hour duty free lunch break per shift.

Section 4. - Procedures for assigning overtime for Security Guards:

In the event of overtime that is necessitated by manpower needs, coverage will be provided as set forth bellow:

- (1) Request for volunteers to work the overtime.
- (2) IHA will assign by reverse seniority.
- (3) No Security Guard shall be forced to accept overtime, but every effort shall be made to cooperate in cases of emergencies.

Section 4. Holiday Work Schedule/Security Guards

- (a) Should a holiday occur on an employee's regularly scheduled day off, that employee shall be entitled to his regular rate of pay and an additional day off following the holiday.
- (b) In the event an employee's scheduled work day falls on a holiday the employee shall receive two and one half (2½) times the hourly rate for work performed on the holiday.
- (c) This section applies to Security Guards working a four (4) days on and three (3) days off schedule: Any security Guard who intends to utilize any holiday must notify the Supervisor in writing, prior to five (5) working days of said holiday. The employee who fails to notify supervisor in writing, may be subject to Disciplinary action.

Section 5 - Day before Day after the Holiday

Employees shall work the day before and day after any scheduled holiday to be paid for said holiday, unless the employee is on a pre-approval vacation or provide a doctor's note.

ARTICLE XXI

EVALUATION PROCEDURE

Employee Performance Evaluation Procedure

Section 1.

All employees covered by this Agreement shall be evaluated at least two (2) times per year by an authorized member of the Supervisory or Administrative Staff. The first preliminary evaluation shall commence no earlier than July 1st and no later than December 15th. All employees shall be rated satisfactory or unsatisfactory. All employees to receives an unsatisfactory rating shall be given in writing those areas, which there are, deficiencies and recommendations for improving said deficiencies. Said employee shall be re-evaluated forty-five (45) days from the date that he/she received the recommendation for improvement. The final performance evaluation shall commence no earlier than June 1st and no later than June 15th.

Such evaluations shall be made openly and every written evaluation of performance of any employee shall be given to the Union and the employee by the individual authorized to make such evaluation.

Section 3 - Salary Security Guards

- (a) Effective April 1, 2010, all Security Guards shall receive fifty (\$.50) cents per hour added to their base rate of pay.
- (b) Effective April 1, 2011 all Security Guards shall receive fifty (\$.50) cents per hour added to their base rate of pay.
- (c) Effective April 1, 2012, all Security Guards shall receive fifty (\$.50) cents per hour added to their base rate of pay.

Section 4.

Employees who are actively employed shall be entitled to longevity based upon continuous years of service as follows:

<i>After 10 Years of Service</i>	<i>- 4%</i>
<i>After 15 Years of Service</i>	<i>- 6%</i>
<i>After 20 Years of Service</i>	<i>- 8%</i>
<i>After 25 Years of Service</i>	<i>- 10%</i>
<i>After 30 Years of Service</i>	<i>- 12%</i>

Section 5.

All present employees and new positions in the bargaining unit shall receive their paycheck on the Thursday.

ARTICLE XXIII
BULLETIN BOARDS

All notices and announcements for Union meetings, appointments and activities of a recreational or social nature appearing on bulletin boards should appear with the letterhead of S.E.I.U. Local 617 and/or should be signed by the President or a designated representative of Local 617 to indicate that the notices and announcements are infact, Local 617 business.

ARTICLE XXIV
CONFORMITY TO LAW AND SAVING CLAUSE

If any provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction only such provision shall be invalidated and all other provisions shall continue to remain in effect.

ARTICLE XXV
MATTER NOT COVERED

Negotiations respecting changes in or additions to this Contract involving matters related to employee wages, hours and conditions of employment considered but not incorporated in this Agreement in the negotiations preceding the adoption of the Agreement may be initiated at the written request of either party. The Negotiation Committee shall meet, unless otherwise mutually agreed upon, within seven (7) calendar days of the receipt of such request.

The negotiations shall continue until all reasonable methods to reach an agreement on the matter negotiated have been exhausted.