

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE VINELAND HOUSING AUTHORITY
AND
THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO



Local 1085
Maintenance Employees

January 1, 2018 – December 31, 2021

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the VINELAND HOUSING AUTHORITY, hereinafter referred to as "the Employer," and the COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1085, hereinafter referred to as "the Union," for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of grievances pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein, the parties agree as follows.

**ARTICLE I
RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative for maintenance employees of the Employer, for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed and attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree in writing to include.

**ARTICLE 2
TREATMENT OF EMPLOYEES**

2.1 Discrimination Prohibited. No employee shall be discriminated against in violation of Federal and/or State law, or in connection with his or her legal participation or non-participation in Union activities.

2.2 Respectful Treatment. Employees, supervisors, and managers shall be treated in accordance with accepted standards of respect and dignity on the job. Abusive treatment shall not be tolerated.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Employer hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. The executive management and administrative control of the Employer and its properties and facilities and activities of its employees by utilizing personnel,

methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

- b. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.
- c. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the department after advance notice thereof to the employees to require compliance by the employees.
- d. To hire all employees, and subject to the provisions of the law, to determine their rate of pay in accordance with this Agreement, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
- e. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- f. To layoff or furlough employees in the event of a lack of work or funds or under conditions of such work would be inefficient and nonproductive.
- g. The Employer reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Employer's facilities, activities, and day-to-day operations.
- h. The Employer reserves the right to engage and hire independent contractors at its discretion.

In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific

and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and its authority under federal, state, county, local laws or regulations.

ARTICLE 4 UNION RIGHTS

4.1 Union Access. Union representatives will be permitted to visit employee work sites for representational purposes, provided there is no interference with the Employer's operations.

4.2 Bulletin Boards. The Employer will provide at least one bulletin board in a central location frequented by Union employees, to be used for the posting of Union notices.

4.3 Use of Employer Equipment. Employees and Union representatives will be entitled to communicate with each other for representational purposes by using the Employer's telephones, fax machines, and e-mail system, so long as such use does not interfere with the Employer's operations.

ARTICLE 5 DEDUCTION OF UNION DUES AND REPRESENTATION FEES

5.1 Dues Checkoff. The Employer shall make payroll deductions of Union dues upon written authorization by the employee, in such amounts as certified by the Union. The amount of the dues deducted shall be remitted monthly to the designated Secretary-Treasurer of the Communications Workers of America, as soon as possible following the close of the month, but not later than the end of the following month, together with an itemized list of the employees and the amount deducted. A copy of said list shall also be forwarded to the Local President of the Union. Dues deductions for bargaining unit employees shall not be made on behalf of any other employee organization.

5.2 Withdrawal of Dues Checkoff. In the event any employee withdraws his or her authorization for dues deduction by written notice to the Employer, the filing of a notice of withdrawal shall be effective to halt deductions as of the next January 1 or July 1 succeeding the date on which notice of withdrawal is filed, pursuant to N.J.S.A. 52:14-15.9e.

**ARTICLE 6
STRIKES AND LOCKOUTS**

6.1 No Strike. The Union will not call and will not sanction any strike during the term of this Agreement.

6.2 No Lockout. The Employer will not cause any lockout of Union employees.

**ARTICLE 7
HOURS OF WORK**

7.1 Work Schedule. Full-time employees shall work a 40-hour workweek, from 8:00 AM to 5:00 PM Monday through Friday, with one (1) hour off for lunch. Part-time employees shall work a designated portion of the full-time schedule. Morning and afternoon breaks will be continued.

7.2 Lateness. Employees are expected to report to work at their scheduled starting time. Lateness will subject an employee to discipline. For purposes of docking wages, an employee's lateness will be rounded to the nearest quarter-hour. Penalties for lateness will be relaxed to accommodate circumstances beyond the employee's control, such as weather delays.

**ARTICLE 8
SALARIES AND WAGES**

8.1 Starting Salaries. Starting salaries for newly-hired employees will be based upon the employee's title and experience. Starting salaries will not be less than the lowest hourly rate for each title, as set forth in Appendix A.

8.2 Annual Across-the Board Salary Increases. All active employees as of the signing of this Agreement will have their base pay increased at the following rates, in accordance with the hourly rates set forth in Appendix A.

The hourly rates for new hires are set forth in Appendix B.

8.3 Paydays and Pay Periods. Paychecks will be dated as of the Friday following each bi-weekly pay period, except that if the Friday is a holiday, paychecks will be dated as of the Thursday prior to the Friday/holiday. If the regularly scheduled paycheck distribution falls on a Friday that is a holiday, the distribution of paychecks will be on the Thursday prior to the Friday/holiday.

**ARTICLE 9
OVERTIME, CALL-IN, AND STAND-BY PAY**

9.1 Overtime Compensation. Overtime shall be understood as time worked in excess of the regular full-time hours. For purposes of this section, paid leave shall be counted as worked time. Overtime work shall be paid at time-and-one-half.

9.2 Distribution of Overtime. Overtime opportunities shall be distributed as equitably as possible among qualified employees, using a rotating list in so far as possible. Overtime records shall be made available to the Union upon reasonable request.

9.3 Call-In Pay. Any employee who is called in to work prior to his/her next scheduled shift shall receive a minimum of two hours pay for the call-in. When an employee is called in prior to his/her scheduled shift, or is required to work an extended shift, the employee will be paid for the time worked that is contiguous to his/her scheduled shift and will not be subject to the two-hour minimum.

**ARTICLE 10
OUT-OF-TITLE WORK**

10.1 Pay for Out-of-Title Work. Employees shall not be required to perform work outside of their job classification. However, an employee may voluntarily fill in temporarily for another employee in a higher classification, provided he or she is paid for such work at the same rate as if promoted to the higher title.

**ARTICLE 11
HOLIDAYS AND BUSINESS CLOSINGS**

11.1 Specified Holidays. Employees shall be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Lincoln's Birthday (observed on the Friday before Washington's Birthday)
Good Friday	Veteran's Day
Memorial Day	Independence Day
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	Christmas Day

If any of the above holidays falls on a Saturday, the holiday shall be observed on Friday, and if any of the above holidays falls on a Sunday, the holiday shall be observed on Monday.

11.2 Holiday Pay. Holiday pay will consist of the employee's regular straight-time pay for the day. In order to be eligible for holiday pay, an employee must be in active pay status on the scheduled workdays before and after the holiday.

11.3 Pay for Holiday Work. An employee who works on a holiday will be paid at the rate of time-and-one-half for such work, in addition to the holiday pay set forth in Section 11.2.

**ARTICLE 12
VACATION**

12.1 Vacation Allowance. All full time employees shall accrue vacation leave in accordance with the schedule set forth below. Vacation leave time is earned each pay period based on the employee's length of employment. Increases occur based on the employee's full-time anniversary date. Only earned vacation time can be used for paid time off. Vacation Leave may be taken incrementally, but shall not be taken in increments that are less than one (1) hour.

<u>Length of Employment</u>	<u>Vacation Leave</u>
First Year	1 Working day per month
1-7 Years	12 Working days per year
8-13 Years	15 Working days per year
14-19 Years	20 Working days per year
20-26 Years	25 Working days per year
27-Retirement	30 Working days per year

12.2 Scheduling of Vacation. Requests for vacation leave will be submitted to the Supervisor, via the VHA Portal, at least 3 working days in advance or at least 15 working days in advance if the vacation is for more than 5 consecutive working days. Notice requirements will be waived in case of an emergency. The Employer may also waive the notice period in other cases at its discretion. Vacation requests will not be unreasonably denied. If there is a conflict between employees with regard to the scheduling of vacation, seniority will prevail.

12.3 Carry-Over of Vacation Leave. If an employee does not use his or her full vacation allowance, any unused vacation leave which the employee has earned shall be carried over and used during the succeeding year. However, an employee shall not be entitled to carry over more than two years' allowance unless special permission is granted. If the employee fails to use the earned vacation by the end of the next year, that vacation allowance will be lost, unless special permission is granted by the Employer at the Employer's sole discretion.

12.4 Reconciliation of Vacation Leave. Vacation time is earned incrementally over the course of the year for every month of service (e.g., one day per month if the annual allowance is 12 days). An employee who has not worked or earned money in a given month will not earn any vacation leave for that month.

An employee who has a balance of earned vacation remaining upon termination of employment shall be paid for the unused time up to the allowable limit set forth by State law, rule, or regulation. In case of an employee's death, any unused vacation leave shall be cashed out and paid to the employee's estate.

ARTICLE 13

SICK AND DISABILITY LEAVE

13.1 Sick Leave Allotment. Employees shall be credited with paid sick leave as follows:

- a. During the first calendar year of employment, full-time employees will earn one (1) sick day for every month completed;
- b. Thereafter, each full-time employee will earn sick time at the rate of 1.25 days per month.
- c. Unused sick shall accumulate to the employee's credit from year to year.

13.2 Use of Sick Leave. At the employee's request, sick leave may be used when an employee is unable to perform his or her duties because of personal illness or injury (including absence for the examination or treatment of an illness or injury) or exposure to contagious disease. Sick leave may also be used to attend to a member of the employee's immediate family who is seriously ill. "Immediate family" shall include the employee's parents, spouse, children, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any relative residing in the employee's household. Sick Leave may be taken incrementally, but shall not be taken in increments that are less than one (1) hour.

13.3 Reporting and Verification. An employee who is unable to work because of the need for sick leave will notify the appropriate supervisor or designee at least one (1) hour before the normal starting time, in so far as possible. If the employee indicates that he or she will be unable to work for more than one (1) day, such notice will be deemed sufficient for the additional days as well. A doctor's note may be required if an employee is absent for 3 consecutive working days for any reason as set forth in Section 13.2. The employee shall present proof of illness from the employee's doctor stating that the employee is able to return to work and resume normal duties without restriction. A doctor's note may also be required whenever reasonable to verify illness. Failure to produce a doctor's note may be grounds for denial of sick leave provided the request for verification is reasonable.

13.4 Reconciliation of Sick Leave. Sick time is earned incrementally for every month of service in that calendar year. An employee who is not paid for any days in a given month will not earn any sick leave for that month.

13.5 Disability Leave. In case of disability due to illness or injury as a result of or arising from an employee's job, the employee will be entitled to the benefits set forth by applicable Workers' Compensation law and the Employer will not provide any additional compensation which the employee is not entitled to under Federal law, State law, rule or regulation. If the employee receives periodic Workers' Compensation benefits for the same illness or injury, the disability payments will be offset accordingly to prevent duplication of benefits.

The Employer is not required to provide light duty.

ARTICLE 14

PERSONAL, BEREAVEMENT, AND COURT LEAVE

14.1 Personal Leave. Each employee shall be entitled to three paid leave days annually for personal business which cannot be handled outside working hours. Requests for personal leave must be made to the employee's Supervisor via the VHA Portal at least 48 hours in advance, except that such notice may be waived in case of an emergency.

14.2 Bereavement Leave. Employees shall be entitled up to three (3) days leave (with pay) for the death of the following family members: (a) mother; (b) father; (c) spouse; (d) child; (e) sister; (f) brother; (g) half-brother/sister; (h) foster child; (i) stepmother/father; (j) stepchild; (k) legal ward/guardian; (l) mother/father-in-law; (m) grandmother/grandfather; (n) grandchild;

(o) sister/brother-in-law; (p) niece/nephew; and (q) other relatives residing in the employee's household.

If additional time off is needed in a particular case because of extraordinary circumstances (such as long-distance travel), an employee may request the use of sick leave.

14.3 Court Leave. An employee shall be granted paid leave as needed when summoned for jury duty or when subpoenaed as a witness in a trial or other legal hearing if the proceeding relates to his or her employment with the Employer. The employee's pay in such cases will be offset by the amount of witness fees, if any.

ARTICLE 15

UNPAID LEAVES OF ABSENCE

15.1 Granting of Leave. Upon request, an employee may be granted an unpaid leave of absence for up to six months when leave is necessary for medical reasons, education, maternity or paternity, or for other reasons satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant, as determined solely by the Employer. Requests for leave will not be unreasonably denied.

15.2 State and Federal Family and Medical Leave. All applicable requirements of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA), along with applicable requirements of the Employer's personnel policies related to exhausting accrued leave concurrently with approved leave, will be followed with respect to FMLA, NJFLA, and other covered leaves.

Employees who apply for New Jersey Family Leave Insurance shall be required to use up to 2 weeks of available accrued leave, in non-emergency situations, prior to receiving New Jersey Family Leave Insurance benefits.

ARTICLE 16

MILITARY LEAVE

16.1 Policy. Employees serving in the uniformed services shall be covered by the Employer's Military Leave Policy. The policy shall provide for leaves of absence and other rights associated with written orders that require leaves pursuant to New Jersey State law and by the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301 et seq.

16.2 Paid Military Leave. Paid military leave shall be granted to employees serving in the New Jersey National Guard for up to 90 work days during any calendar year for Active Duty or Active Duty for Training. In the case of employees serving in Reserve units other than the New Jersey National Guard, paid leave shall be limited to 30 work days while on Federal Active Duty.

16.3 Unpaid Military Leave. All other military leaves shall be unpaid, including leave for Inactive Duty Training (e.g., weekend drills) and service in the regular Armed Forces, except that the Employer may adopt rules providing for full or partial pay for employees on military leave during periods of conflict. Employees may use their vacation or administrative leave for short-term military service, but shall not be required to do so.

16.4 Schedule Changes for Military Leave. Employees may agree to temporary changes in their work schedules to accommodate military duties or to make up for missed time during the same workweek. However, such changes shall not be required.

ARTICLE 17 HEALTH BENEFITS

17.1 Employee Contributions. All employees shall make contributions toward the cost of their insurance benefits in the amounts set forth in P.L. 2011, C. 78. All employee premium contributions shall be deducted on a pre-tax basis as permitted by law.

17.2 Changes in Health Benefit Program. Notwithstanding other provisions of this Article, the Employer reserves the right to change its Health Benefit Program and Benefit Administrator so long as no less benefits are provided and that prior to such change that the Employer provides 30 days' notice to the Union for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

17.3 Dental. Eligible employees shall receive paid coverage for themselves and their dependents, under certain dental programs provided by the Employer. Employees who elect coverage under the Dental Expense Plan shall be required to make contributions in accordance with the Dental Expense Plan. The Employer reserves the right to change its dental coverage plan(s), provided that prior to such change the Employer provides 30 days' notice to the Union for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

17.4 Temporary Disability Insurance. All eligible employees shall be provided with coverage under the State Temporary Disability Benefits Law, through employer-employee contributions as required by such law.

17.5 Continuation of Health Benefits. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. An eligible employee who takes leave qualifying under the FMLA or the NJFLA shall have coverage paid by the Employer during such leave, except for any contribution requirements as set forth in Section 17.1 above or as permitted by applicable law.

**ARTICLE 18
EDUCATIONAL ASSISTANCE**

The Authority shall reimburse employees for the cost of tuition, fees, and required textbooks, not to exceed \$500 annually per employee, upon satisfactory completion of courses which the Authority determines will be of significant benefit on the job. At the discretion of the Executive Director, reimbursement may be extended to a maximum of \$1,000 per year if deemed appropriate. Courses shall be taken during non-work hours, unless otherwise approved in writing by the Executive Director. Advance written approval from the Authority of courses and reimbursement amounts shall be required.

**ARTICLE 19
CLOTHING PROVISIONS AND TOOLS**

19.1 Uniforms. The Employer will continue to provide employees with uniforms and laundry service.

19.2 Tools. The Employer shall be responsible for providing necessary tools to be used on the job.

**ARTICLE 20
TRAVEL EXPENSES**

20.1 General Provisions: Employees may perform official travel upon authorization by the Executive Director. Transportation expenses for Employees authorized to travel on official business of the Employer shall be paid by the Employer. Airline (tourist or coach) or first-class rail and Pullman accommodations, if advantageous, shall be the standard means of

transportation. Such transportation expenses shall be approved in advance by the Employer as stated below.

20.2 Lodging: Lodging expenses for Employees or Commissioners authorized to travel on official business of the Employer shall be paid by the Employer. Such lodging expenses shall be approved in advance by the Employer.

20.3 Registration: Registration for conferences, conventions, seminars, classes, and the like must be made early. No registration will be made after the "early registration date" designated by the conference provider.

20.4 Authorization: Authorization for attendance and reimbursement for Employees shall be made by the Executive Director.

20.5 Reimbursement: All expenses must be verified and documentation must accompany the Employer's Travel Expense Sheet.

ARTICLE 21 INDEMNIFICATION

Any employee who is required to pay damage as a result of any tort claim arising out of and in the course of his or her employment shall be entitled to indemnification consistent with N.J.S.A. 59:10-1 et seq (the "New Jersey Tort Claims Act"). Employees shall be required to comply with all notice provisions set forth under the New Jersey Tort Claims Act, including but not limited to the notice requirements set forth under N.J.S.A. 59:10-3. Nothing in this Article shall require the Employer to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

ARTICLE 22 HEALTH AND SAFETY

22.1 Compliance with Legal Requirements. The Employer will maintain a safe and healthy workplace and will observe all legal requirements with respect to health and safety. Employees shall be required to comply with the safety provisions within the Employer's Policies and Procedures Manual including, but not limited to, the Snow Removal Procedure, First Aid Procedure, Personal Protective Equipment Program, and Fall Protection Plan.

22.2 Protective Equipment. Protective equipment necessary for safe job performance will be supplied by the Employer. Employees shall be required to use protective equipment

provided by the Employer when performing a job function where said equipment is required. Failure to use said protective equipment may result in disciplinary action.

22.3 Health and Safety Committee. The Employer will maintain a joint health and safety committee with up to two members appointed by the Union to inspect the workplace, review accidents, advocate safe and healthy working conditions, and make related recommendations to the Employer. The committee shall meet quarterly to discuss health and safety issues. There will no loss of pay for participation in committee functions.

22.4 Fitness for Duty Procedures. The Employer may require an employee to undergo a medical examination or may make other medical inquiries if there is an objective basis to believe that the employee is unable to perform his or her essential duties or poses a threat to health and safety on the job because of a medical condition. The following provisions shall apply in such cases:

- a. Examinations and other medical inquiries shall be in conformity with the Americans with Disabilities Act, the New Jersey Law against Discrimination, the Family and Medical Leave Act, and any other applicable law.
- b. Whenever an employee is required by the Employer to undergo a fitness-for-duty examination, the Employer will notify the employee of the reason. The examination will be conducted at the expense of the Employer, without loss of pay or benefits to the employee. All medical information concerning employees will be safeguarded to protect confidentiality.

ARTICLE 23 PERSONNEL RECORDS

23.1 Personnel Files. Upon reasonable prior request, the official personnel files of any employee shall be open to inspection by the employee on the premises under supervision. Copies of any documents in the employee's file shall be provided upon request.

23.2 Disciplinary Notices. An employee will be given a copy of any disciplinary notice which is placed in the employee's official personnel file. A copy will also be furnished to the Union.

23.3 Furnishing of Personnel Information to the Union. The Employer will furnish to the Union a listing of all new hires, terminations, and title changes within the bargaining unit as

they occur. Upon reasonable prior request, the Employer will also furnish to the Union an updated list of employees represented by the Union, together with titles, salaries, home addresses, or other pertinent information.

**ARTICLE 24
JOB OPENINGS**

24.1 Posting of Vacancies. The Employer will post timely notices of any vacancies so interested employees may apply. The notices shall be posted for five (5) working days at the Administration office, the Maintenance Building, and the Maintenance shop at Olivio Towers.

24.2 Preferences. Seniority shall only be given preference in the filling of vacancies when skill, ability, work, and disciplinary record have been determined solely by the Employer to be substantially similar and provided that the Employer shall not be required to select a less qualified candidate.

**ARTICLE 25
LAYOFFS**

25.1 Notice. In the event any layoff is anticipated, the Employer will notify the Union of its intent and the positions to be affected prior to issuance of a notice to the employees. Employees who are to be laid off will be given 30 days written notice.

25.2 Layoff Procedure. Employees in the affected job positions shall be laid off in reverse order of seniority, except that any such employee who is qualified to perform the duties of another position with minimal training (i.e., as would normally be given a new employee) shall have bumping rights over less senior employees in such positions.

25.3 Recall. Whenever a position is established or re-established, qualified employees who have been laid off within the previous 24 months shall be notified in writing and shall be given preference for re-hire according to seniority.

**ARTICLE 26
RETIREE BENEFITS**

26.1 Supplemental Compensation for Retirees. Pursuant to N.J.S.A. 40A:9-10.4, employees commencing service on or after May 21, 2010, upon retirement, shall be eligible for payment for the number of unused sick days accrued or \$15,000, whichever is less.

Pursuant to N.J.S.A. 40A:9-10.2, employees or officers commencing employment on or before June 8, 2007, upon retirement, shall be eligible for payment for the number of unused

sick days in an amount not to exceed the amount so accumulated as of June 8, 2007 or \$15,000, whichever is greater.

Pursuant to N.J.S.A. 40A:9-10.2, employees or officers commencing employment after June 8, 2007 but prior to May 21, 2010, upon retirement, shall be eligible for payment for the number of unused sick days in an amount not to exceed the amount accumulated prior to May 21, 2010 or \$15,000, whichever is greater.

For purposes of this Section, unused sick leave shall be calculated at fifty-percent (50%) of the total per-day value.

26.2 Post-Retirement Health Benefits. Medical and prescription coverage will be continued for the following employees upon retirement, together with their dependents or survivors:

- a. Employees who retire on pension with at least 25 years of credited service in the Public Employees' Retirement System, including at least 10 years of service with the Vineland Housing Authority;
- b. Employees who retire through PERS on a disability pension;
- c. Employees who retire after reaching the age of 62 with at least 15 years of pension credit, including at least 10 years of service with the Vineland Housing Authority.

Retirees who qualify in accordance with (a), (b), or (c) above will not be required to pay contributions for their post-retirement medical and prescription coverage except as required by law. Employees who do not qualify for employer-paid health benefits upon retirement may continue such benefits by paying the premium costs for such coverage themselves.

Any employees hired after the commencement date of this Agreement shall be subject to any changes in the Employer's Retiree Medical Benefits policy, in the event the Employer passes an enabling Resolution pursuant to Ch. 48, P.L. 1999.

Article 27 EVALUATIONS

27.1 Evaluation Procedures. Employees may be evaluated annually or as otherwise required. Employees shall be informed of the evaluation criteria prior to the evaluation and shall be given a copy of the completed evaluation for review. Thereafter, each employee shall

be given an opportunity to confer with his/her supervisor regarding the evaluation and improvement goals, where applicable.

27.2 Evaluation Appeals. If an employee disagrees with an evaluation, he or she may request a reconsideration and/or attach written exceptions to the official record. Appeals may be made through the grievance procedure up to and including Step 2.

ARTICLE 28 DISCIPLINE

28.1 Just Cause. All employees are expected to meet the Employer's work performance standards. Changes in employment may depend upon disciplinary action. An employee may be subject to discipline for any the following reasons:

- Falsification of public records, including time sheet and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and visitors.
- Theft or attempted theft of property belonging to the Employer, fellow employees, volunteers or visitors.
- Failure to report to work day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on Employer property at any time.
- Being under the influence of intoxicants (e.g. liquor) or illegal drugs, (i.e., cocaine or marijuana) on Employer property and at any time during work hours.
- Possession, sale, transfer or use of intoxicants or illegal drugs on Employer property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on Employer premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious social or political organization, and/or sales of Avon, Amway, Girl Scout cookies, etc.
- Careless waste of materials or abuse of tools, equipment, or supplies.
- Deliberate destruction or damage to Employer or supplier's property.
- Sleeping on the job.
- Carrying weapons of any kind on Employer premises and/or during work hours, unless carrying a weapon is a function of your job duties.
- Violation of established safety and fire regulations.
- Unscheduled absence and chronic or excessive absence.
- Chronic tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards or any other Employer or supplier property.
- Failure to perform duties, inefficiency or substandard performance.

- Gambling on Employer premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Employer premises.
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.
- Failure to report arrest/conviction of a crime.
- Violating any Employer rules or policies.
- Conduct unbecoming a public employee
- Violation of Employer policies, procedures, and regulations.
- Violation of Federal, State, or Employer regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Other sufficient cause.

28.2 Disciplinary Charges. Employees are obligated to comply conscientiously with the terms of this Agreement and all applicable rules, regulations, policies and procedures of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper.

28.3 Union Representation at Hearings. An employee is entitled to have Union-appointed representation at any disciplinary hearing. Employees who are required as witnesses at such hearings, as well as the union representative, shall suffer no loss of regular straight-time pay, provided every effort is made to keep the loss of working time to a minimum.

28.4 Weingarten Rights. An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer shall be entitled to have a Union representative present during such questioning. This section shall not apply to interviews which are intended only to provide counseling, information, or instruction.

28.5 Time Limit for Requesting Departmental Hearings. Any employee who receives a notice of disciplinary action shall be allowed 10 days in which to request a departmental hearing. Failure to request a hearing within 10 days or to receive an extension from the Employer in writing shall be deemed a waiver of the right to a hearing.

28.6 Employees Charged With Crimes. When an employee is charged with a criminal offense of the third degree or higher, a crime which touches on his/her employment, or a crime which jeopardizes the safety and good order of the Employer's operations, that employee may be suspended without pay pending the outcome of the criminal charges. In such an instance,

the employee will be afforded notice of the suspension and provided an opportunity to be heard on the unpaid suspension only.

ARTICLE 29

GRIEVANCE PROCEDURE

29.1 Purpose. A grievance is herein defined as an appeal of the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the employees. The objective of the grievance procedure shall be to adjust disputes and disagreements between employees and management whenever possible, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein precludes the resolution of grievances informally between employees and their supervisors, without resort to the formal procedures set forth below.

29.2 General Provisions. Formal grievances shall be subject to the following provisions:

(a) A grievance may be filed by an employee, a group of employees, or by the Union.

(b) Grievances shall be presented through the Union, and an aggrieved employee shall be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance himself at the lowest applicable level of the grievance procedure. The Union's decision to terminate a grievance at any step of the procedure shall be final.

(c) A grievance must be filed within 10 calendar days after the occurrence giving rise to the grievance or within 10 calendar days after the grievant learned of the occurrence. The filing deadline for a grievance may be extended to 20 calendar days by mutual consent of the Union and the Employer.

(d) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of pay, provided that permission is obtained in advance from the appropriate supervisor if the Union representative is required to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period.

(e) Grievances shall be in writing, signed by the grievant or Union representative, and shall describe the matter in dispute. Responses shall also be in writing.

(f) There shall be no loss of pay for employee representatives, grievants, or witnesses to participate in any grievance hearing or conference.

29.3 Steps. The grievance procedure shall consist of the following steps, any of which may be waived in appropriate circumstances by agreement of the parties:

Step 1. The grievance shall first be taken to the supervisor or designee, who shall make an effort to resolve the problem within seven (7) working days. At this level, a complaint or grievance shall be in writing. The time limit in this step may be extended by mutual consent. The supervisor or manager shall meet with the grievant(s) and the Union representative to discuss the problem and will respond within seven (7) calendar days.

Step 2. If not resolved at Step 1, the grievant shall, within ten (10) working days, submit the grievance in writing to the Executive Director or her designee who shall render a decision within ten (10) working days. If requested, a conference will be provided during normal working hours of the Employer prior to the issuance of the Executive Director's determination.

Step 3. If the aggrieved party is not satisfied with the decision of the Executive Director, the grievant may appeal in writing, within ten (10) working days of the decision of the Executive Director to the Board of Commissioners, or their designee. The Board of Commissioners shall enter a decision within twenty (20) calendar days of receipt of the record. If a hearing is requested, it shall be held within twenty (20) calendar days of the request. The time limits in this step may be extended by mutual agreement.

Step 4. If the grievance remains unresolved, the Union may submit a demand for arbitration within 30 calendar days after receipt of the last decision. The following rules shall apply:

- a. Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement.
- b. The arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.
- c. The arbitrator shall hear the case and grant an award which shall be final and binding on the parties. The arbitrator shall not alter, add to, or subtract from the terms of this Agreement.

- d. The costs of arbitration shall be shared equally by the parties.

ARTICLE 30

CONSTRUCTION AND MODIFICATION OF AGREEMENT

30.1 Severability and Savings. In the event that any Federal law or law of the State of New Jersey or any regulation or ruling having the force and effect of law shall be in conflict with any provisions of this Agreement, such provisions of the Agreement shall be null and void, but the remainder of this Agreement shall continue in full force and effect.

30.2 Integration of Agreement. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any subject matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time the parties negotiated or executed this Agreement.

30.3 Modification to Be in Writing. The parties shall not modify this Agreement in whole or in part, except by an instrument in writing duly executed by both parties.

ARTICLE 31

TERM OF AGREEMENT

This Agreement shall take effect retroactively to January 1, 2018, and shall continue through December 31, 2021. Negotiations for a successor agreement shall commence on or about October 1, 2021.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement on the ____ day of December 2018.

**The Communications Workers of
America, Local 1085**

**Vineland Housing Authority
Cumberland County, New Jersey**



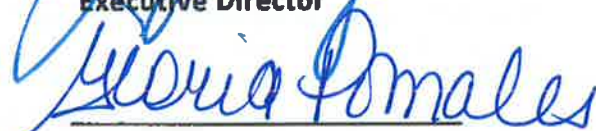
President



Executive Director



Representative



Witness



Witness

APPENDIX A: SALARY SCHEDULE AND TITLES

The following hourly rates will be paid upon the parties' ratification of a new Collective Bargaining Agreement, and will extend through December 31, 2019. These new hourly rates are not subject to any retroactive payments prior to September 9, 2018. Retroactive payments to September 9, 2018 shall be contingent upon ratification by the CWA membership and VHA governing body in September 2018.

Employee Name	Title	2017 Hourly Rate	2019 Hourly Rate	2020 Hourly Rate (1%)	2021 Hourly Rate (1%)
R. Flores	Part-Time Building Maintenance Worker	\$11.00	\$11.20	\$11.31	\$11.42
E. Gomez	Building Maintenance Repairer	\$19.19	\$20.00	\$20.20	\$20.40
L. James	Senior Building Maintenance Repairer*	\$16.20	\$20.25	\$20.45	\$20.66
M. Sladky	Building Maintenance Repairer	\$17.50	\$17.50	\$17.68	\$17.85
P. Rodriguez	Building Maintenance Worker	\$15.46	\$16.05	\$16.21	\$16.37
G. Rosado	Building Maintenance Repairer	\$15.88	\$16.50	\$16.66	\$16.83
F. Ruiz	Senior Building Maintenance Repairer*	\$18.05	\$21.00	\$21.21	\$21.42
L. Velez	Senior Building Maintenance Repairer*	\$19.63	\$22.75	\$22.97	\$23.20

*Employees given new title of "Senior" Building Maintenance Repairer

APPENDIX B: PROPOSED STARTING RATES FOR NEW HIRES

Title	2019 Hourly Rate	2020 Hourly Rate (1%)	2021 Hourly Rate (1%)
Part-Time Employee (Any Title)	\$11.20	\$11.31	\$11.42
Building Maintenance Worker	\$13.00	\$13.13	\$13.26
Building Maintenance Repairer	\$16.00	\$16.16	\$16.32