

AGREEMENT
BETWEEN
THE HOUSING AUTHORITY
OF THE BOROUGH OF GLASSBORO
AND
THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO



Local 1085
Rank & File and Supervisory Units

January 1, 2012 – December 31, 2017

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO, hereinafter referred to as "the Employer," and the COMMUNICATIONS WORKERS OF AMERICA, including the Glassboro Housing Authority Supervisors set forth in Article 1, hereinafter referred to as "the Union," with the intent of promoting a harmonious relationship between the Employer and the employees, and rendering a more efficient and progressive public service, by mutually determining the wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto.

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

ARTICLE 1 RECOGNITION

1.1. The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all white-collar and blue-collar, part-time and full-time employees employed by the Glassboro Housing Authority in the County of Gloucester, including professional and craft employees but excluding all supervisory employees, managerial executives, confidential employees, and casual and temporary employees employed by the Housing Authority, as certified by the Public Employment Relations Commission on January 24, 1986. The Employer also recognizes the Glassboro Housing Authority Supervisors as the exclusive collective bargaining representative for all white- and blue-collar, part-time and full-time supervisory employees employed by the Glassboro Housing Authority in the County of Gloucester, including professional and craft employees, but excluding managerial executives, confidential employees, and casual and temporary employees employed by the Housing Authority, as certified by the Public Employment Relations Commission on January 24, 1986.

1.2. It is understood that upon exceeding four (4) months any temporary position shall be deemed permanent and shall be included in the bargaining unit.

1.3. Whenever new job classifications are established, the Employer will promptly notify the Union of its position regarding inclusion of said titles in the bargaining unit and, if mutually agreeable, shall enter into negotiations with respect to salary and other terms and conditions of employment as may pertain specifically to such classifications. Any disputes over inclusion of titles shall be resolved by the Public Employment Relations Commission.

**ARTICLE 2
DEDUCTION OF UNION DUES AND REPRESENTATION FEES**

2.1. 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 dues deducted shall be remitted monthly to the Secretary-Treasurer, 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 amounts deducted. A copy of such list shall also be forwarded to the Union's Local President. Dues deductions for bargaining unit employees shall not be made on behalf of any other employee organization.

2.2. In the event any employee withdraws his or her authorization for dues deduction by written notice to the Employer, such deductions shall be halted as of January 1 or July 1 next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.

2.3. For any employee represented by the Union who does not pay dues in accordance with Section 2.1 above, the Employer shall instead deduct a representation fee as specified by the Union pursuant to L. 1979, c. 477 (N.J.S.A. 34:13A-5.5 et seq.), to be remitted to the Union in the same manner as dues. In the case of new employees, deduction of the representation fee shall not take effect until 30 days after the date of hire.

**ARTICLE 3
HOURS OF WORK**

3.1. Employees shall work a 35-hour workweek, from 8:30 AM to 4:30 PM, with one hour off for lunch, Monday through Friday. The scheduling of lunch hours and breaks shall remain unchanged, except that the Employer may require all employees to take the same lunch hour.

3.2. Employees shall be deemed late if they report for work after the designated starting time. Chronic or excessive lateness is considered as being late three or more times in any pay period and shall be considered grounds for disciplinary action.

**ARTICLE 4
SALARIES AND WAGES**

4.1. Paydays shall be on the Friday following each bi-weekly pay period, or on the work day immediately preceding if Friday should be a holiday. Pay periods will end at the close of the day every other Sunday.

4.2. The Salary Schedules attached to this Agreement shall be increased at the following rates:

- a. 0% as of January 1, 2012
- b. 0% as of January 1, 2013
- c. 1.0% as of January 1, 2014
- d. 2.0% as of January 1, 2015
- e. 1.5% as of January 1, 2016
- f. 1.0% as of January 1, 2017

The above-listed salary increases shall be retroactive to January 1, 2014 for all Union employees who were employed by the Employer as of January 1, 2014 and who are employed by the Employer on the date this Agreement is signed by all parties.

The above-listed salary increases shall be retroactive to January 1, 2015 for all Union employees who were employed by the Employer as of January 1, 2015 and who are employed by the Employer on the date this Agreement is signed by all parties.

4.3. Salary ranges shall be assigned to each job title as indicated in Appendix II. It is understood that the minimum salary of each range as shown in the appropriate schedules shall be the normal hiring rate. However, newly-hired employees who exceed the minimum experience requirements may start at a higher step, not to exceed Step 3, provided the rate does not exceed the actual salary of any current employee in the same title. Salaries for part-time employees shall be pro-rated.

4.4. Incremental or step increases shall be granted annually to all employees on Steps 1 through 7 as of their assigned increment dates, provided their performance is rated satisfactory. Unsatisfactory ratings shall be subject to the grievance procedure. Increment dates shall be assigned as follows:

- (a) All current employees shall retain their established increment dates. The increment date for each new employee shall be the first day of the calendar quarter following the employee's anniversary of hire.
- (b) The increment date for any employee who receives a salary increase of 8% or more as a result of a promotion shall become the first day of the calendar quarter following the employee's anniversary of promotion.

4.5. Employees who have been on Step 8 of their respective ranges for one year or more shall receive cash longevity bonuses annually as shown in the appended Schedules as of their established increment dates. Beginning January 1, 2016, the Employer will no longer pay

longevity payments to existing or newly hired employees. On January 1, 2016, each existing employee's longevity bonus shall be incorporated into the employee's base salary, on a one-time basis.

4.6. An employee who is promoted to a higher title shall be placed on the lowest step of the new salary range corresponding to an increase of at least 4.75% over his or her former salary. An employee who is demoted shall be placed on the highest step of the new range corresponding to a decrease of at least 4.75% from his or her former salary. For purposes of this section, an employee's salary shall be deemed to be the employee's base salary.

ARTICLE 5 OVERTIME, CALL-IN, AND STANDBY PAY

5.1. Overtime shall be understood as time worked in excess of an employee's regularly scheduled hours. For purposes of this section, paid unworked time shall be counted as worked time. Employees shall be paid for the first five (5) hours of overtime per week at a straight rate and thereafter at time-and-a-half, except that employees may choose compensatory time off, in lieu of payment, for the first five (5) hours. Compensatory time off must be used within 30 calendar days. Employees who are required to work more than four (4) hours overtime shall be entitled to a half-hour paid meal break and meal allowance of \$10.00. Any work performed on weekends will be at the time-and-a-half rate.

5.2. Overtime opportunities shall be distributed as equitably as possible.

5.3. When an employee is requested to be on standby via cell phone, he/she shall be paid \$60 for each week of standby duty. Employees on standby shall be readily accessible for recall to work. Employees on standby who fail to respond to calls may be subject to discipline. Employees shall be placed on standby on two (2) week rotations, which shall coincide with the Employer's two (2) week pay periods.

5.4. Any employee who is called in to work prior to his/her next scheduled shift shall receive a minimum of two (2) hours' pay for such work, provided the call-in is not contiguous to the employee's next scheduled shift. In such case the employee shall also be entitled to reimbursement for round-trip mileage from his home of record.

ARTICLE 6 OUT-OF-TITLE WORK

6.1. It shall be the policy of the Employer to avoid assignments of duties outside the scope of the employees' official job descriptions. Should it be necessary for an employee to fill

in temporarily for another employee in a higher classification, this shall be done whenever practicable by means of a temporary promotion. If for any reason an employee is assigned such higher-level work but is not temporarily promoted, he/she shall nonetheless be entitled to an increase of 25% above his or her regular rate for the duration of the assignment, but in no event to exceed the salary of the employee whose job is being filled.

**ARTICLE 7
HOLIDAYS**

7.1. Employees shall be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
November Election Day	Veterans Day

Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

- (a) If any of the above holidays falls on a Saturday, it shall be observed on Friday, and if any falls on a Sunday, it shall be observed on Monday. Furthermore, if Christmas Eve falls on a Friday it shall be observed on Thursday, and if it falls on a Sunday it shall be observed on Friday. Lincoln's Birthday will be observed on the Friday preceding Washington's Birthday.
- (b) In addition to the above holidays, New Year's Eve afternoon shall also be observed as a holiday whenever it falls on a week day.

7.2. The Employer may grant additional paid holidays as may be proclaimed by the President of the United States, the Governor of New Jersey, or the Borough of Glassboro.

7.3. In order to be eligible for holiday pay, an employee must be on active pay status both before and after the holiday. Part-time employees shall receive holiday pay only for holidays that fall on otherwise scheduled work days.

7.4. In case an employee is required to work on a holiday, he/she shall be paid at the regular rate in addition to the holiday pay; provided, however, that if the employee works on a premium holiday, he/she shall be paid time-and-a-half in addition to the holiday pay. Premium holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving

Day, and Christmas Day. In lieu of cash, employees may elect to take compensatory time off for holiday work, at the appropriate rate.

7.5. In the event that State offices in Gloucester County shall be officially closed due to a weather emergency, employees shall be excused for the day without loss of pay. Essential personnel who are required to work on such days shall be paid at straight time for hours worked, in addition to the regular day's pay, except that employees who wish to take compensatory time off in lieu of pay for working on emergency days may do so with the permission of the Executive Director.

ARTICLE 8 VACATION

- 8.1. All full-time employees shall be entitled to take paid vacation leave as follows:
- (a) During the first calendar year of employment, one (1) vacation day for each completed month of service or major fraction thereof;
 - (b) Twelve (12) vacation days annually beginning with the calendar year in which the employee's first service anniversary falls;
 - (c) Fifteen (15) vacation days annually beginning with the calendar year in which the employee's sixth service anniversary falls;
 - (d) Twenty (20) vacation days annually beginning with the calendar year in which the employee's eleventh service anniversary falls;
 - (e) Twenty-five (25) vacation days annually beginning with the calendar year in which the employee's twentieth service anniversary falls.

Vacation allowances for part-time employees shall be pro-rated.

8.2. If, in any calendar year, an employee's vacation leave or any part thereof is not used, such unused leave shall be carried over and shall be used during the succeeding year. In no event, however, shall an employee be entitled to carry over more than one year's allotment.

8.3. An employee who resigns or otherwise separates during the course of a year shall be liable for any paid vacation leave which has been used in excess of his/her pro-rata entitlement. In the case of the employee's death, any unused vacation leave shall be cashed out and paid to the employee's estate.

8.4. **Scheduling of Vacation.** Requests for vacation leave will be submitted to the employee's Supervisor or the Executive Director at least five (5) days in advance or at least 10 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.

ARTICLE 9 SICK LEAVE AND BEREAVEMENT

9.1. Full-time employees shall be entitled to paid sick leave as follows:

- (a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will receive one sick day; all others hired prior to the 24th day will receive one-half sick day;
- (b) During the remainder of the first calendar year, each employee will receive one sick day for each month of employment;
- (c) Thereafter, each employee shall be credited with 15 sick days at the beginning of each calendar year. If an employee resigns or otherwise separates during the course of a year, he/she shall be liable for any paid sick leave which has been utilized in excess of his/her pro-rata entitlement. Unused sick leave shall accumulate to the employee's credit from year to year. Sick leave for part-time employees shall be pro-rated.

9.2. Sick leave may be used in case of personal illness, accident, exposure to contagious disease, or when necessary on a short-term basis to attend to a member of the employee's immediate family who is seriously ill. Sick leave may also be used in case of bereavement in the employee's immediate family. "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.

9.3. In case of disability due to illness or injury as a result of, or arising from, an employee's job, the employee shall be entitled to full pay and benefits during such work-related disability leave, not to exceed one continuous year in length or an aggregate of twelve months in any twenty-four-month period. However, unless waived by the Employer, pay shall not be issued until the claim is approved by the Worker's Compensation carrier. In the meantime, employees may utilize earned sick leave, which shall be restored upon approval of the claim. If the employee receives Workers' Compensation benefits in place of wages for the same illness or injury, the Employer will be reimbursed accordingly to prevent duplication of benefits.

9.4. A doctor's slip shall be required to verify illness for the purpose of granting sick leave for more than three consecutive days, unless waived by the Employer. Should a doctor's slip be required to verify illness in other circumstances, the employee shall be given timely notice on a case-by-case basis.

9.5. Each employee will be entitled to bereavement leave without loss of regular straight-time pay to participate in, arrange and/or attend funeral or burial services, or participate in religious observances for a member of his or her immediate family. For purposes of this section, "immediate family" shall include the following relatives of either the employee or the employee's spouse: father, mother, step-father, step-mother, grandmother, grandfather, grandchild, great-grandchild, spouse, child, foster child, stepchild, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, and uncle. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household. Bereavement leave days to which the employee is entitled shall not be charged against any accumulated sick or vacation leave days.

9.6. Bereavement leave shall be limited to four (4) days per year for full-time employees who normally work a five-day workweek. For employees who work on compressed workweeks, the limit shall be 3-and-one-half days per year. Allotments shall be pro-rated for part-time employees. Bereavement leave may be used in hourly increments. If an employee requires additional leave because of bereavement, he or she may utilize available sick or vacation leave or may utilize unpaid leave for such purpose.

9.7. An employee may utilize one (1) unpaid leave day or vacation leave, at the employee's option, to arrange for or attend services for any friend or relative not designated in Section 9.5 above.

9.8. Upon retirement, unused sick leave shall be repurchased by the Authority at the rate of one (1) day's pay for every two (2) days of sick leave accumulated, with payment not to exceed \$2,500 per employee. In addition, employees who have used fewer than 7.5 days of sick leave in the preceding calendar year and have a current balance of at least 30 sick days may annually surrender a portion of such balance, in return for which the Employer will make an equivalent contribution to a Section 457(b) deferred compensation plan established for the employee. The terms of the plan will be subject to agreement by the parties.

ARTICLE 10 MISCELLANEOUS PAID LEAVE

10.1. Jury, Court, and Military Leave. Employees shall be granted paid leave when summoned for jury duty or when subpoenaed as a witness in a trial or other legal hearing. Paid leave shall also be granted for temporary duty in the National Guard or Reserves. The

employee's pay in such cases will be offset by the amount of jury fees, witness fees, or military pay received.

10.2. Personal Leave. In addition to other leave benefits, each employee shall be entitled to three (3) paid leave days annually for personal business which cannot be handled outside working hours. Requests for personal leave must be made at least 48 hours in advance, except that such notice may be waived in case of emergency.

10.3. Union Leave. The Employer shall allow a maximum of five (5) paid leave days per year for each of two employees designated by the Union as representatives to participate in conferences, training, or other Union activities. Requests for such leave will be made by the Union at least one week in advance, unless notice is waived, and shall not be unreasonably denied.

ARTICLE 11 UNPAID LEAVES OF ABSENCE

11.1. Upon request, an employee may be granted an unpaid leave of absence for up to six months where necessary for medical reasons, education, maternity or paternity, or for other reason satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant.

11.2. All applicable requirements of the federal Family and Medical Leave Act (FMLA) shall be followed with respect to employees who request leave for the following purposes:

- (a) birth of a child to the employee;
- (b) care of a newborn child of the employee, a newly adopted child, or a newly placed foster child in the employee's home;
- (c) care of the employee's parent, child, or spouse due to a serious health condition;
- (d) a serious health condition on the part of the employee.

In accordance with the FMLA, employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding 12 months shall be entitled to 12 weeks of qualifying leave during a 12-month period, during which health benefits will be continued. An employee's 12-month leave period shall be measured beginning with his or her first day of qualifying leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold.

All leave taken in accordance with this Article shall run concurrent with any qualifying leaves authorized under the Family Medical Leave Act and/or the New Jersey Family Leave Act where applicable.

ARTICLE 12 HEALTH BENEFITS

12.1 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.

12.2 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.

12.3 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.

12.4 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.

ARTICLE 13 EDUCATIONAL ASSISTANCE

13.1. The Employer 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 Employer 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. Advance written approval from the Employer shall be required.

**ARTICLE 14
CLOTHING ALLOWANCE AND TOOLS**

14.1. Maintenance and custodial employees shall be supplied annually with eight (8) shirts (choice of long-sleeved and/or short-sleeved), five (5) pairs of pants, one (1) set of insulated coveralls, and one (1) jacket. Maintenance and custodial employees will also be permitted to order work boots through a supplier chosen by the Employer, the cost of which will be shared equally by the employee and Employer; provided, however, that if an employee purchases approved safety shoes, the Employer will assume full cost. Safety shoes will be replaced as needed and determined by management. Home service aides shall be supplied with three (3) smocks and two (2) pairs of pants annually.

14.2. The Employer shall be responsible for providing necessary tools to be used on the job. Rain suits and slush boots will be made available as necessary for maintenance and custodial employees, and raincoats will be made available to home service aides. In addition, the Employer will provide all employees with a picture ID card identifying them as employees of the Housing Authority of the Borough of Glassboro.

**ARTICLE 15
TRAVEL EXPENSES**

15.1. Employees who are required to drive their personal vehicles in the course of employment shall be reimbursed for mileage, as well as for tolls and parking expenses incident to such travel. The rate of reimbursement shall be the standard business mileage rate authorized by the Internal Revenue Service. Employees shall also be reimbursed for necessary and reasonable meal expenses when required to travel outside the County.

**ARTICLE 16
INDEMNIFICATION**

16.1. Any employee who is required to pay damages as a result of any tort claim arising out of and in the course of his/her employment shall be entitled to indemnification consistent with N.J.S.A. 59:10-1 et seq.

**ARTICLE 17
HEALTH AND SAFETY**

17.1. The Employer will observe all legal requirements with respect to health and safety, and will furnish protective devices where necessary for safe job performance.

17.2. **Possession or Use of Drugs and Alcohol.** The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace or during working

hours is prohibited. The possession or use of alcoholic beverages in the workplace or during working hours is also prohibited. Violators will be subject to discipline or discharge.

17.3. Impairment While on the Job. Employees shall not be intoxicated or otherwise impaired by alcohol or controlled substances during working hours.

17.4. Reasonable Suspicion. An employee who is reasonably suspected of being impaired by the use of alcohol or a controlled substance during working hours shall be subject to drug or alcohol testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee that are indicative of impairment by alcohol or drugs.

(a) A determination that reasonable suspicion exists shall be made by a supervisor or manager and must be confirmed in writing by a second supervisor or manager designated by the Executive Director.

(b) Before being tested, the employee will be interviewed by a designated supervisor or manager and given the opportunity to explain the observations. The employee will be permitted to have a union representative present. If a persuasive, verifiable explanation other than impairment by drugs or alcohol is provided, reasonable suspicion will not exist.

17.5. Procedures for Drug and Alcohol Testing. If it is determined that reasonable suspicion exists, the employee may be required to undergo testing by a laboratory certified by the U. S. Department of Health and Human Services. The testing will be done as promptly as possible following the reasonable suspicion determination.

(a) Employees may be tested for the following drugs or their metabolites: marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP). The testing method will consist of immunoassay with confirmation by gas chromatography/mass spectrometry. Cutoffs for a positive drug test will be as set forth in 49 CFR 40.87. The laboratory will document the chain of custody and retain a split sample for retesting at the employee's request.

(b) In the case of alcohol, testing will be done by means of an approved breath testing device. The cutoff for a positive alcohol test will be a BAC of 0.04%.

(c) The results will be interpreted by a medical review officer, taking into account the employee's relevant medical history.

17.6. Consequences of a Positive Test Result. An employee who tests positive for drugs or alcohol in accordance with the policies and procedures set forth herein shall be subject to discipline, up to and including discharge, taking into account the principles of progressive discipline. To the extent reasonable, employees who are dependent on drugs or alcohol will be

offered the opportunity to obtain counseling and other treatment as may be needed through an employee assistance program.

ARTICLE 18 NOTICES

18.1. The Employer will provide at least one bulletin board in a central location frequented by all employees, which shall be used for the posting of Union notices. The Employer will also post timely notices of any vacancies in the agency so interested employees may apply.

ARTICLE 19 LAYOFFS

19.1. In the event any layoff is anticipated, the Employer will notify the Union in advance of its intent and the positions to be affected. Layoff procedures will be in accordance with Civil Service rules and regulations.

ARTICLE 20 EVALUATIONS AND PERSONNEL RECORDS

20.1. Employees may be evaluated annually or as otherwise required. Employees shall be informed of all evaluation criteria prior to the rating period 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. If an employee disagrees with an evaluation, he/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.

20.2. Each employee's official personnel records shall be available for his/her inspection upon request.

ARTICLE 21 DISCIPLINE

21.1. All employees shall be entitled to Union representation at disciplinary hearings or at investigatory interviews or meetings which may result in disciplinary action.

21.2. All disciplinary actions shall be for just cause. It is understood that this incorporates the concept of progressive discipline, except in more serious cases warranting immediate removal. At each step of the disciplinary process an employee will be advised of his/her infraction, informed of the necessary corrective measures, and, if appropriate, informed that the

next infraction will result in termination. In no case shall an employee be discharged or suspended without pay pending discharge without opportunity for a prior hearing.

21.3. Disciplinary grievances involving discharge, fine, suspension, or demotion may be submitted to arbitration in accordance with the grievance procedure set forth in this Agreement, except where pre-empted by an employee's statutory rights of appeal to Civil Service. It is understood that termination of a probationary employee shall not be subject to arbitration.

ARTICLE 22 GRIEVANCE PROCEDURE

22.1. 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 problems informally between employees and their immediate supervisors.

22.2. General provisions.

- (a) A grievance may be filed by an employee, a group of employees, or by the Union.
- (b) An employee shall be entitled to representation by a steward or other Union representative at each formal step of the grievance procedure. However, the Union's decision to terminate a grievance at any step of the procedure shall be final.
- (c) There shall be no loss of pay by any employee in the presentation of a grievance which is presented during work time. Any investigation of a grievance conducted during agency time must be with the permission of the immediate supervisor, which permission shall not be unreasonably withheld.
- (d) Failure of the grievant to file or advance a grievance within the applicable time limits shall constitute abandonment, unless caused by the failure of management to respond to a prior step of the grievance procedure. The time limits may be extended by mutual consent.

22.3. A grievance shall be filed within ten (10) working days of the occurrence being grieved or within ten (10) working days after the grievant would reasonably have been expected to learn of it; provided, however, that a continuing practice may be grieved within a reasonable

time, but any remedy shall be limited to the date of filing. The grievance procedure shall consist of the following steps:

Step 1. The grievance shall first be filed in writing with the Executive Director, who shall meet with the grievant(s) and the Union representative in order to resolve the matter if possible. A written decision will be rendered within five (5) working days. This Step may be skipped by mutual consent.

Step 2. If not resolved at Step 1, the grievance may be submitted in writing to the Commissioners within ten (10) working days thereafter. The Commissioners shall consider the grievance at their next meeting, provided it is received at least 48 hours in advance. Upon request, the Commissioners shall allow the grievant(s) to appear at the meeting and present their arguments, or, alternatively, may appoint a committee to hear the grievance and make recommendations to the Board. A written decision shall be rendered within five (5) working days after the Board has heard the grievance or received recommendations from the committee.

Step 3. If the grievance remains unresolved, the Union may submit a demand for arbitration within thirty (30) calendar days after receipt of the decision at Step 2. The arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission. The arbitrator shall hear the case and grant an award which shall be final and binding on both parties. Past practice shall not constitute precedent, nor shall the arbitrator have the authority to alter, add to, or subtract from the terms of this Agreement. The costs of arbitration shall be shared equally by the parties.

ARTICLE 23 LABOR-MANAGEMENT MEETINGS

23.1. A representative of the Union and a representative of the Employer may meet once a month to promote harmonious labor relations by discussing and resolving issues of concern. There shall be no loss of pay for any employee attending mutually scheduled meetings during working hours.

ARTICLE 24 NON-DISCRIMINATION

24.1. No employee shall be discriminated against on the basis of race, creed, color, national origin, sex, marital status, age, religion, handicap, or union activity. Any alleged violation of these rights shall be appealed to the appropriate government agency and not through the grievance procedure.

**ARTICLE 25
UNION OPERATIONS**

25.1. The Union agrees to provide the names of all Union officials and their terms of office to the Employer on an annual basis within thirty (30) days from the date of reorganization by the Union.

**ARTICLE 26
NO-STRIKE CLAUSE**

26.1. The Union will not cause nor will any member of the bargaining unit take part in any strike during the term of this Agreement. The Employer shall have the right to discipline up to and including discharge of any employee who instigates or gives leadership to, or participates in any such strike. The Employer reserves the right to seek damages or specific performance, or any other relief, for such matters of law being determinable and enforceable in the courts.

**ARTICLE 27
RESERVATION OF RIGHTS**

27.1. The Employer retains to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, except as limited by this Agreement:

- (a) to direct employees of the Housing Authority;
- (b) to hire, promote, transfer, assign, and retain employees in positions in the Housing Authority, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to lay off employees from duty because of lack of work or for other legitimate reasons;
- (d) to maintain efficiency of the Housing Authority operations entrusted to them;
- (e) to determine the methods, means, and personnel by which such operations are to be conducted;
- (f) to take whatever action may be necessary to carry out the mission of the Housing Authority in situations of emergency; and
- (g) to establish and enforce reasonable rules and regulations for department operations and conduct of personnel and maintenance of discipline.

27.2. The foregoing enumeration of specific rights retained by the Employer is not intended to be a waiver of any rights of the Employer not listed.

27.3. The Union reserves its right to negotiate changes in terms and conditions of employment.

27.4. All rules, regulations, and/or policies promulgated by the Employer for the proper, efficient operation of the public service shall be posted five (5) working days prior to implementation.

ARTICLE 28 SEVERABILITY AND SAVINGS

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

28.2. It is understood that this Agreement is subject to the terms and conditions of the Annual Contributions Contract between the Employer and the United States Department of Housing and Urban Development (HUD). If any provision of this Agreement shall conflict with any HUD agreement or regulation, or have the effect of eliminating or making the Employer ineligible for HUD funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to the law. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

28.3. If any provisions of this Agreement require adoption or modification of the Rules and Regulations of the Civil Service system to become effective, or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary action or rule modifications are enacted, and the parties may jointly seek, if feasible, the enactment of such action or rule modification.

28.4. Where this Agreement is contrary to, or in conflict with, the provisions, statutes, rules, and regulations of Civil Service, such provisions, statutes, rules, and regulations of Civil Service shall control.

ARTICLE 29 NEGOTIATING TEAM AUTHORITY

29.1. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, subject to ratification by the Employer and the Union, in order to enter into binding agreements.

**ARTICLE 30
UNDERSTANDING OF THE PARTIES**

30.1. 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 they negotiated or executed this Agreement.

30.2. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 31
TERM OF AGREEMENT**

31.1. The term of this Agreement shall be from January 1, 2012 through December 31, 2017. Negotiations for a successor agreement shall commence on or about October 1, 2017.

IN WITNESS WHEREOF, the parties have caused their representatives to affix their signatures this 14 day of August 2015.

COMMUNICATIONS WORKERS OF
AMERICA,
AFL-CIO

Michael Blawie
Hannah B. Ross

HOUSING AUTHORITY OF THE
BOROUGH OF
GLASSBORO

UN

APPENDIX I

SALARY SCHEDULE (EFFECTIVE JANUARY 1, 2014)

Range	Steps							
	1	2	3	4	5	6	7	8
1	20,539	21,155	21,772	22,388	23,004	23,620	24,236	24,852
2	21,566	22,213	22,859	23,507	24,154	24,801	25,448	26,094
3	22,644	23,324	24,003	24,682	25,361	26,041	26,721	27,399
4	23,776	24,489	25,203	25,917	26,630	27,343	28,056	28,770
5	24,965	25,715	26,463	27,212	27,961	28,710	29,459	30,208
6	26,214	26,999	27,786	28,573	29,359	30,145	30,932	31,718
7	27,525	28,350	29,176	30,001	30,827	31,652	32,479	33,304
8	28,900	29,768	30,634	31,501	32,368	33,235	34,103	34,969
9	30,345	31,255	32,166	33,076	33,987	34,898	35,808	36,718
10	31,862	32,819	33,774	34,730	35,686	36,642	37,598	38,554
11	33,455	34,459	35,463	36,467	37,470	38,474	39,478	40,482
12	35,129	36,182	37,237	38,290	39,344	40,398	41,451	42,506
13	36,885	37,991	39,098	40,204	41,311	42,418	43,524	44,631
14	38,729	39,891	41,052	42,215	43,376	44,539	45,700	46,862
15	40,666	41,886	43,106	44,326	45,546	46,765	47,985	49,205
16	42,699	43,979	45,261	46,542	47,822	49,104	50,385	51,666

(EFFECTIVE JANUARY 1, 2015)

Range	Steps							
	1	2	3	4	5	6	7	8
1	20,950	21,579	22,207	22,835	23,464	24,092	24,721	25,349
2	21,997	22,657	23,317	23,977	24,637	25,297	25,957	26,616
3	23,097	23,790	24,483	25,176	25,868	26,562	27,255	27,947
4	24,252	24,979	25,707	26,435	27,162	27,890	28,617	29,345
5	25,464	26,229	26,992	27,757	28,520	29,284	30,048	30,812
6	26,738	27,539	28,342	29,144	29,946	30,748	31,551	32,352
7	28,075	28,917	29,759	30,601	31,444	32,285	33,128	33,970
8	29,478	30,363	31,247	32,131	33,016	33,900	34,785	35,669
9	30,952	31,881	32,810	33,738	34,666	35,595	36,524	37,452
10	32,500	33,475	34,450	35,424	36,400	37,375	38,350	39,325
11	34,124	35,148	36,172	37,196	38,219	39,243	40,267	41,291
12	35,831	36,906	37,981	39,056	40,130	41,206	42,280	43,356
13	37,623	38,751	39,880	41,008	42,137	43,266	44,394	45,524
14	39,504	40,689	41,874	43,059	44,244	45,430	46,614	47,799
15	41,479	42,723	43,968	45,212	46,457	47,700	48,945	50,189
16	43,553	44,859	46,166	47,473	48,779	50,086	51,393	52,699

(EFFECTIVE JANUARY 1, 2016)

Range	Steps							
	1	2	3	4	5	6	7	8
1	21,264	21,902	22,540	23,178	23,816	24,454	25,091	25,729
2	22,327	22,997	23,666	24,337	25,007	25,676	26,346	27,015
3	23,444	24,147	24,850	25,554	26,256	26,960	27,664	28,366
4	24,616	25,354	26,092	26,831	27,570	28,308	29,046	29,785
5	25,846	26,622	27,397	28,173	28,948	29,724	30,499	31,274
6	27,139	27,952	28,767	29,582	30,395	31,210	32,024	32,838
7	28,496	29,350	30,206	31,060	31,915	32,770	33,625	34,479
8	29,920	30,819	31,716	32,613	33,511	34,408	35,306	36,204
9	31,417	32,359	33,302	34,244	35,186	36,129	37,072	38,014
10	32,987	33,977	34,967	35,956	36,946	37,935	38,925	39,915
11	34,636	35,676	36,715	37,754	38,793	39,832	40,871	41,911
12	36,369	37,459	38,551	39,642	40,732	41,824	42,915	44,006
13	38,187	39,332	40,478	41,623	42,769	43,915	45,060	46,206
14	40,097	41,299	42,502	43,705	44,908	46,111	47,314	48,516
15	42,101	43,364	44,627	45,891	47,154	48,416	49,679	50,942
16	44,206	45,532	46,859	48,185	49,511	50,838	52,163	53,489

(EFFECTIVE JANUARY 1, 2017)

Range	Steps							
	1	2	3	4	5	6	7	8
1	21,477	22,121	22,765	23,410	24,054	24,698	25,342	25,987
2	22,550	23,227	23,903	24,580	25,257	25,933	26,610	27,286
3	23,678	24,389	25,098	25,809	26,519	27,230	27,940	28,650
4	24,862	25,607	26,353	27,100	27,845	28,591	29,337	30,083
5	26,105	26,889	27,671	28,455	29,237	30,021	30,804	31,587
6	27,410	28,232	29,055	29,877	30,699	31,522	32,344	33,166
7	28,781	29,644	30,508	31,371	32,235	33,097	33,961	34,824
8	30,220	31,127	32,033	32,939	33,846	34,752	35,660	36,566
9	31,731	32,682	33,635	34,587	35,538	36,491	37,442	38,394
10	33,317	34,317	35,316	36,315	37,316	38,315	39,315	40,314
11	34,983	36,032	37,082	38,132	39,181	40,230	41,280	42,330
12	36,733	37,834	38,937	40,038	41,140	42,242	43,344	44,446
13	38,569	39,726	40,883	42,039	43,197	44,354	45,511	46,668
14	40,498	41,712	42,927	44,142	45,357	46,572	47,787	49,001
15	42,522	43,798	45,074	46,349	47,625	48,900	50,176	51,452
16	44,648	45,987	47,327	48,667	50,006	51,346	52,685	54,024

APPENDIX II

TITLES AND RANGES

Rank-and-File Unit

Account Clerk Typing	03
Administrative Secretary	09
Clerk Stenographer	03
Clerk Typist	02
Community Service Aide Typing	05
Community Service Worker	11
Drug Abuse Counselor	15
Groundskeeper/Building Maintenance Worker	02
Home Service Aide	02
Housing Assistance Technician	09
Maintenance Repairer	06
Principal Account Clerk Typing	09
Principal Clerk Stenographer/Personnel Clerk	09
Senior Account Clerk Typing	05
Senior Clerk Typist	04
Senior Clerk Typist/Tenant Interviewer	05
Senior Home Service Aide	05
Senior Housing Assistance Technician	12
Senior Maintenance Repairer	08

Supervisory Unit

Coordinator of Social Services	16
Maintenance Supervisor	14
Public Housing Modernization Officer	16
Supervising Maintenance Repairer	12
Supervisor of Accounts	12
Tenant Relations Assistant	16