

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, 2022 – December 31, 2025

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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.

ARTICLE 3
HOURS OF WORK

3.1. Employee hours of work shall be in accordance with the following:

- a. **40-Hour Workweek.** Employees who were employed with the Authority as of January 1, 2022 shall work a normal workweek of 40 hours, eight (8) hours per day, with one (1) hour off for lunch, Monday through Friday. The Authority shall schedule employees to work from 7:30 a.m. – 4:30 p.m. or 8:00 a.m. – 5:00 p.m. Unless approved by the employee or otherwise addressed in this Section, changes to an employee's shift time shall be negotiated with the Union. The parties acknowledge that the introduction of a 40-hour workweek for certain employees was negotiated during the formation of this Agreement and is a significant operational change from the parties' prior Agreements.
- b. **Schedule Change without Reduction in Work Hours.** Whenever practicable, a schedule change that does not reduce the number of weekly work hours (i.e., change from 8:00 a.m. – 5:00 p.m. schedule to 7:30 a.m. – 4:30 p.m. schedule) shall first be offered to the employee with the most seniority. This provision will only apply when there is one (1) schedule change available and there are multiple Authority employees working in the impacted title.
- c. **Temporary Schedule Reduction in Work Hours.** On a temporary basis, the Authority shall have the discretion to reduce an employee's schedule below 40 hours

per week when operational needs do not require a 40-hour week. A “Temporary Schedule Reduction” of an employee’s work hours: (i) shall not exceed two (2) consecutive workweeks; (ii) shall not occur more than twice in any two (2) month period; and (iii) shall not cause an employee to work less than 35 hours per week. In the absence of an emergency, the Authority shall provide seven (7) days’ notice of a Temporary Schedule Reduction.

- d. **Long-Term Schedule Reduction in Work Hours.** Any reduction in work hours that exceeds a Temporary Reduction as set forth in sub-section (b) shall be deemed a “Long-Term Schedule Reduction.” Any proposed Long-Term Schedule Reduction shall be negotiated with the Union.
- e. **New Hires.** The Authority shall have discretion to schedule newly hired employees to work a normal workweek of 35 hours. Employees working a 35-hour week shall work from 8:30 a.m. – 4:30 p.m., with one (1) hour off for lunch, Monday through Friday. At the Authority’s discretion, employees hired to work a 35-hour week may be scheduled to work up to 40 hours per week on a temporary basis. In the event the Authority determines there is a need for an employee to work a normal workweek of 40 hours, the employee’s schedule shall be governed by sub-sections (a)-(c) of this Section.
- f. **Emergencies.** In the event of an emergency, all employees may be required to work beyond their regularly scheduled shift.
- g. **Lunches and Breaks.** The scheduling of lunch hours and breaks shall remain unchanged, except that the Authority may require all employees to take the same lunch hour.
- h. **Reservation of Rights.** Nothing in this Section 3.1 shall be interpreted or construed as a waiver of the Authority’s rights under Federal and New Jersey law, as set forth in Article 27 of this Agreement, “Reservation of Rights.” In addition, nothing in this Section 3.1 shall be interpreted or construed as a waiver of the Union’s right to negotiate changes in terms and conditions of employment, in accordance with applicable Federal and New Jersey law.

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. The Executive Director shall have discretion to excuse employee lateness under exceptional circumstances.

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 under Appendix I of this Agreement shall be increased at the following rates:

- **January 1, 2022:** 4% or \$1.00 salary increase, whichever is greater, retroactive to January 1
- **January 1, 2023:** 3% salary increase effective January 1
- **January 1, 2024:** 2% salary increase effective January 1
- **January 1, 2025:** 2% salary increase effective January 1

Hourly rates and salary increases for current CWA employees in 2022, 2023, 2024, and 2025 are reflected in Appendix I of this Agreement.

*Retroactive payments in 2022 will be based on the actual number of hours an employee worked since January 1, 2022. Retroactive payments will not automatically be based on a presumed 40-hour work week. For example, if an employee worked 35 hours during the week of February 7 – February 11, the retroactive payment will be based on 35 hours for that week.

**The Salary Guide for years 2022 thru 2025 will be revised to reflect the above percentage salary increases, but will not include the \$1.00/hour increase for current employees. The parties acknowledge that the revised Salary Guide for years 2022 thru 2025 will reflect a 35-hour workweek for each listed Range.

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. The Employer shall have the right to hire employees at wages higher than entry level, based on the newly hired employee's experience and qualifications. Starting wages for newly hired employees shall 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 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. For employees scheduled to work a 40-hour week, overtime shall accrue and be paid at the rate of time-and-a-half, in accordance with the Fair Labor Standards Act. For employees scheduled to work a 35-hour week, 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 by the end of the calendar year or within 30 calendar days, whichever period is longer. 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. With the exception of

emergencies, overtime and compensatory time must be approved in advance by the Executive Director or the Executive Director's designee.

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 \$80 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
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Juneteenth	

- (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.

Newly hired employees will be eligible to take Vacation Leave on the first day following the successful completion of their 90-day or extended probationary period, whichever is longer.

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. Upon retirement, an employee will be eligible to cash out any unused, earned vacation leave, with payment not to exceed \$15,000.

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, domestic partner, 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 occurrence 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 \$3,000 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. Effective January 1, 2023, in addition to other leave benefits, each employee shall be entitled to four (4) 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. Personal leave not taken in a Calendar Year will not carry over into the following Calendar Year and will be forfeited.

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 \$1,000 annually per employee, upon satisfactory completion of courses which the Executive Director determines will be of significant benefit on the job. At the discretion of the Executive Director, reimbursement may be extended to a maximum of \$1,500 per year if deemed appropriate. Advance written approval from the Executive Director shall be required for all courses.

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 six (6) smocks, three (3) pairs of pants, one (1) jacket, and one (1) pair of safety shoes/boots 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 medically determined to be addicted to drugs and/or alcohol will be offered the opportunity to obtain counseling and other treatment as may be needed through an employee assistance program and/or through the Employer's Health Benefits 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.

During and/or immediately following their 90-day probationary period, newly hired employees will be evaluated by the Executive Director or the Executive Director's designee.

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, union activity, or any other protected class(es) or protected conduct under applicable New Jersey and federal law.. 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, 2022 through December 31, 2025. Negotiations for a successor agreement shall commence on or about October 1, 2025.

IN WITNESS WHEREOF, the parties have caused their representatives to affix their signatures this 31ST day of January 2023.

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



President



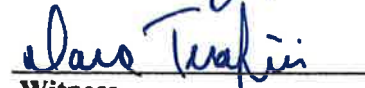
Representative

Witness

Glassboro Housing Authority



Executive Director



Witness

EXISTING EMPLOYEE HOURLY RATES

Employee Name		2021 Hourly Rate	2022 Hourly Rate (4% or \$1.00/hr.)	2023 Hourly Rate (3%)	2024 Hourly Rate (2%)	2025 Hourly Rate (2%)
S. Gallon	Home Service Aide	\$14.08	\$15.08	\$15.53	\$15.84	\$16.16
D. Holden	Snr. Home Service Aide	\$19.58	\$20.58	\$21.20	\$21.62	\$22.05
K. Saddler	Maintenance Supervisor	\$25.28	\$26.29	\$27.08	\$27.62	\$28..17

APPENDIX I

Range	Steps							
	1	2	3	4	5	6	7	8
N/A	█	█	█	█	█	█	█	█
2	24,170	24,896	25,620	26,346	27,071	27,796	28,521	29,246
N/A	█	█	█	█	█	█	█	█
N/A	█	█	█	█	█	█	█	█
5	27,980	28,820	29,658	30,499	31,337	32,177	33,016	33,856
6	29,378	30,260	31,142	32,023	32,904	33,785	34,667	35,548
N/A	█	█	█	█	█	█	█	█
8	32,390	33,363	34,334	35,305	36,277	37,248	38,221	39,192
9	34,010	35,030	36,051	37,071	38,091	39,112	40,131	41,152
N/A	█	█	█	█	█	█	█	█
11	37,496	38,620	39,746	40,871	41,995	43,120	44,245	45,371
12	39,372	40,552	41,734	42,914	44,095	45,276	46,457	47,638
N/A	█	█	█	█	█	█	█	█
14	43,407	44,708	46,011	47,312	48,614	49,916	51,219	52,520
N/A	█	█	█	█	█	█	█	█
16	47,855	49,290	50,727	52,162	53,597	55,034	56,469	57,904

APPENDIX II

TITLES AND RANGES

Rank-and-File Unit

Clerk Typist	02
Community Service Worker	11
Drug Abuse Counselor.....	15
Groundskeeper/Building Maintenance Worker	02
Home Service Aide.....	02
Housing Assistance Technician	09
Maintenance Repairer	06
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
Tenant Relations Assistant	16