

RESOLUTION #19-75

**RESOLUTION ACCEPTING AND APPROVING
AUDIT FOR PERIOD
JANUARY 1, 2018 TO DECEMBER 31, 2018
AS PREPARED BY BOWMAN & COMPANY LLP
HOUSING AUTHORITY OF GLOUCESTER COUNTY**

WHEREAS, the Housing Authority of Gloucester County is a Public Housing Authority and authorized to act in said capacity relative to the United States Department of Housing and Urban Development; and

WHEREAS, the United States Department of Housing and Urban Development requires an audit of its operations; and

WHEREAS, this audit must be performed by a Certified Public Accountant not having any interest, direct or indirect, in the Authority, such as a family relationship with PHA members or officials or any other related activity and said audit may not be performed by the Fee Accountant; and

WHEREAS, the firm of Bowman & Company, LLP, an independent accounting and auditing firm has performed an audit for HAGC FY 2018 as authorized by RES#18-60 in accordance with auditing standards generally accepted in the USA, the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General and in compliance with audit requirements prescribed by the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey; as attached hereto and made a part hereof; and

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that FY 2018 Audit prepared by Bowman & Company LLP has been reviewed by the Board of Commissioners and is hereby accepted as presented; and

BE IT FURTHER RESOLVED that copies of the FY 2018 Audit shall be submitted to the Department of HUD and other parties as required by law.

ADOPTED at a meeting of the Housing Authority of Gloucester County, held on the 28th day of August 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:


WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST


KIMBERLY GOBER, SECRETARY

DATE: AUGUST 28, 2019

RESOLUTION #19-76

**RESOLUTION ACCEPTING AND APPROVING THE
PURCHASE OF ONE (1) MOTOR VEHICLE
FOR THE USE OF**

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

WHEREAS, per Resolution #19-66 the Housing Authority of Gloucester County approved the sign-off of the title of one (1) motor vehicle to the insurance company due to total loss per water damage, and

WHEREAS, the Housing Authority of Gloucester County (HAGC) had an essential need to replace one (1) motor vehicle for the operation of business; and

WHEREAS, HAGC verified the cost of a suitable vehicle to be **\$25,379.00**; and

WHEREAS, the Finance Director identified that funds were available from the insurance proceeds of the decommissioned vehicle and HAGC's Capital Fund FY2017 that would be sufficient to cover the cost of purchase of said vehicle if obligated before August 15, 2019; and

WHEREAS, the Executive Director, with due diligence, authorized the purchase under the NJ State Contract and acquired from **Beyer of Morristown, LLC**; and

THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the purchase of the motor vehicle described as **2019 RAM 1500** for the total purchase price **\$25,379.00** is hereby accepted and approved.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 28th of August 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: AUGUST 28, 2019

RESOLUTION #19-77

**RESOLUTION AUTHORIZING THE TRANSFER OF
FUNDS IN THE AMOUNT OF \$6,000.00 FROM
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY OPERATING FUND
TO
GLOUCESTER COUNTY HOUSING DEVELOPMENT CORPORATION**

WHEREAS, Gloucester County Housing Development Corporation (GCHDC) is an instrumentality of the Housing Authority of Gloucester County (HAGC); and


WHEREAS, the Finance Director has determined there to be insufficient funds to pay bills for the Corporation; and

WHEREAS, the Finance Director has also determined that the amount of \$6,000.00 shall be sufficient to cover said bills; and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Housing Authority of Gloucester County that the amount of \$6,000.00 be transferred from the General Operating account of HAGC to the account of GCHDC.

ADOPTED at a meeting of the Housing Authority of Gloucester County, held on the 28th day of August 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST


KIMBERLY GOBER, SECRETARY

DATE: AUGUST 28, 2019

RESOLUTION #19-78

**RESOLUTION AUTHORIZING THE EXECUTION OF THE
RENEWAL OF THE SHARED SERVICES AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY &
THE COUNTY OF GLOUCESTER
REGARDING THE MANAGEMENT & ADMINISTRATION OF THE
TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM**

WHEREAS, the Housing Authority of Gloucester County recognizes the need to provide low-income housing assistance for the citizens of Gloucester County on an as needed basis; and

WHEREAS, the County of Gloucester receives funds pursuant to the HOME Investment Partnership ("HOME") Program to assist low income residents; and

WHEREAS, the Housing Authority of Gloucester County has previously entered into an agreement to administer these HOME funds to needy residents referred by the Gloucester County Board of Social Services authorized by Resolution No 03-20, dated 3/26/03 and extended by Resolutions No 04-10, dated 1/28/04; No. 05-04 dated 1/26/05; No. 06-02 dated 1/25/06; No. 07-06 dated 1/24/07; No. 08-04 dated 1/23/08; No. 09-03, dated 1/28/09; No. 10-02 dated 1/27/2010; No. 11-01 dated 1/26/2011; No.12-05 dated 1/25/12; No. 12-64 dated 09/26/12; No. 13-73 dated 09/25/13; No.14-15 dated 4/23/2014; No. 15-74 dated 11/23/2015; No. 16-74 dated 9/28/2016; No. 17-79 dated 10/25/17; and No. 18-79 dated 9/26/18; and

WHEREAS, the Housing Authority of Gloucester County wishes to renew the agreement in the amount of \$120,000.00 with the County of Gloucester;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and hereby is authorized to sign said Agreement with the County of Gloucester for the purpose of administering HOME Funds to needy residents referred by the Gloucester County Board of Social Services; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the said Agreements as well as any and all documents which may be necessary to effectuate the Agreements with the County and the Board of Social Services.

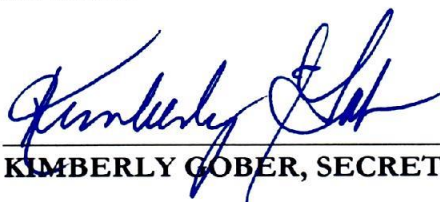
ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 28th day of August 2019

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: AUGUST 28, 2019

RESOLUTION #19-79

**RESOLUTION AUTHORIZING AN EMERGENCY REPAIR,
HAZARD CLEAN-UP AND RELOCATION DUE TO SEWER LINE FAILURE
AT A NJ204-1 SCATTERED SITE UNIT**

WHEREAS, on August 14, 2019, a Sewer line failed and 300 gallons of sewage flooded the crawl space of a 204-1 Scattered Site Unit property, located in Thorofare, NJ, presenting an immediate hazard to the health and well-being of the residents; and

WHEREAS, the Affordable Housing Operations Director, Paul Letizia, deemed emergency repair, hazardous clean up and relocation were needed; and

WHEREAS, the HAGC Executive Director was notified and was satisfied that an emergency did exist and authorized the award of contracts in accordance with *N.J.S.A.* 40A:11-6(a) for such purposes as may be necessary to respond to the emergent needs; and

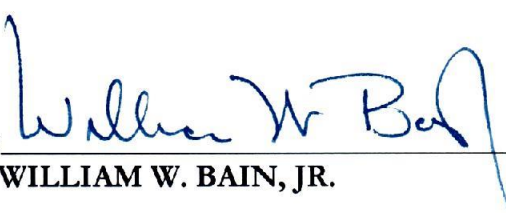
WHEREAS, the Housing Authority of Gloucester County (HAGC) awarded various emergency contracts pursuant to the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 et seq.; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of HAGC, that the emergency contracts awarded be approved; and

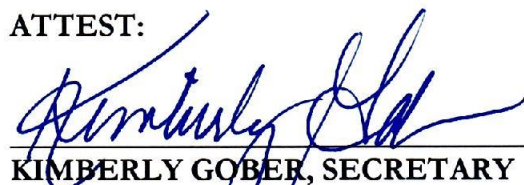
BE IT FURTHER RESOLVED, that the Executive Director is hereby authorized to award contracts for additional expenses related to the emergency with a total amount not to exceed **\$15,000.**

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 28th of August 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR.

ATTEST:


KIMBERLY GOBER, SECRETARY
DATE: AUGUST 28, 2019

RESOLUTION #19-80

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR
WATERPROOFING REPAIRS AND INSTALLATION OF SUMP PUMP SYSTEM
AT A NJ 204-1 SCATTERED SITE UNIT**

S J WATERPROOFING

WHEREAS, the Housing Authority of Gloucester County has need for Waterproofing Repairs and installation of Sump Pump System at a 204-1 Scattered Site unit, located in Thorofare, NJ ; and

WHEREAS, the Housing Authority of Gloucester County has properly solicited quotes for such services; and

WHEREAS, the Housing Authority of Gloucester County has received and reviewed the quotes; and

WHEREAS, the lowest responsible quote for such repair and installation is from **SJ WATERPROOFING** in the amount of \$6,750.00;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the quote from **SJ WATERPROOFING**, in the amount of **\$6,750.00** be and is hereby accepted, subject to receipt of required documentation and check of references; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute a contract in accordance with the tabulation attached hereto.

ADOPTED at a regular meeting of the Housing Authority of Gloucester County, held on the 28th day of August, 2019

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST



KIMBERLY GOBER, SECRETARY

DATE: AUGUST 28, 2019

RESOLUTION #19-81

**RESOLUTION AUTHORIZING AWARD OF CONTRACTS FOR
REPLACEMENT OF DOORS AND FLOORING OF
AN ADDITIONAL CONFERENCE ROOM
AT
DEPTFORD PARK BUILDING**

WHEREAS, the Housing Authority of Gloucester County (HAGC) currently has a Conference Room in the Nancy J. Elkins building located at 100 Pop Moylan Blvd in Deptford, NJ; and

WHEREAS, the HAGC continuously has need for additional space to properly conduct regular business; and

WHEREAS, the HAGC has available office space in the Deptford Park building to designate as an additional Conference Room; and

WHEREAS, said Conference Room is in need of replacement of flooring and doors; and


WHEREAS, the HAGC has properly solicited, received and reviewed quotes for said renovations; and

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the quotes received for renovations cost are hereby accepted, with a not to exceed amount of **\$3,000** for flooring and **\$3,500** for door replacement; subject to receipt of required documentation and check of references; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute said contracts in accordance with the HAGC's procurement policy and the not to exceed amount listed above.

ADOPTED at a regular meeting of the Housing Authority of Gloucester County, held on the 28th day of August, 2019

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST



KIMBERLY GOBER, SECRETARY

DATE: AUGUST 28, 2019

RESOLUTION #19-82

**RESOLUTION AUTHORIZING THE EXECUTION OF
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF GLOUCESTER, NEW JERSEY
AND
HOUSING AUTHORITY OF GLOUCESTER COUNTY, NEW JERSEY
AND
ROWAN COLLEGE AT SOUTH JERSEY
AND
THE TOWNSHIP OF DEPTFORD, NEW JERSEY
CONCERNING THE DEVELOPMENT OF SPECIAL NEEDS HOUSING**

WHEREAS, the County of Gloucester, the Housing Authority of Gloucester County (HAGC), Rowan College at South Jersey and the Township of Deptford wish to implement a program that would foster independence and inclusiveness for the developmentally disabled population of the county by developing housing specifically designed for their special needs; and

WHEREAS, the Housing Authority of Gloucester County (HAGC), an agency of the County of Gloucester, has the requisite expertise and capability to assist with development, operating and management of such special needs housing; and

WHEREAS, the County of Gloucester has requested HAGC to provide such services and HAGC agrees it would be a benefit to the community to do so.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and hereby is authorized to sign said Memorandum of Understanding with the County of Gloucester for the purpose of assisting with the development, operating and management of such program; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the said Memorandum of Understanding, as attached hereto.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 28th of August 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: AUGUST 28, 2019

**MEMORANDUM OF UNDERSTANDING
THE COUNTY OF GLOUCESTER, NEW JERSEY
AND
HOUSING AUTHORITY OF GLOUCESTER COUNTY, NEW JERSEY
AND
ROWAN COLLEGE OF SOUTH JERSEY
AND
THE TOWNSHIP OF DEPTFORD, NEW JERSEY
CONCERNING THE DEVELOPMENT OF SPECIAL NEEDS HOUSING**

WHEREAS, the County of Gloucester, a political subdivision of the State of New Jersey desires to assist the developmentally disabled population of the county by developing housing specifically designed for their special needs in a caring community; and

WHEREAS, the County of Gloucester has the requisite expertise and capability through its agency, the Housing Authority of Gloucester County (HAGC) to assist with development, operating and management of such special needs; and

WHEREAS, the Bankbridge Development Center (BDC) is a program of the Gloucester County Special Services School District that strives to provide for the development of a functional communication system among its students to increase their social interaction and enhance adaptive behaviors; and, provide purposeful instruction to develop each student's social, behavioral and academic abilities such that they gain the skills necessary to become contributing and functional members of society; and

WHEREAS, the BDC is located at 550 Salina Road, immediately to the south and adjacent to the campus of Rowan College of South Jersey; and

WHEREAS, the students of the BDC typically matriculate through the school-based system in their late teens and seek to find housing and employment; and

WHEREAS, Rowan College of South Jersey, a fully accredited community college established by the County of Gloucester for the educational needs of its citizens and the citizens of other counties and states located in Deptford Township, is desirous of providing a location for housing a portion of the matriculating BDC population in the Adult Center for Transition (ACT) program whose mission is to prepare young adults with disabilities to become independent, contributing members of society; ACT provides targeted academic, social and vocational education to prepare each graduate in entering the workforce and by providing a housing opportunity, will thereby provide a level of continuity for the students entering adult lives and for its campus location being a potential source of additional education and employment; and

WHEREAS, the Township of Deptford fully supports the development of such housing and has already established an area in need of redevelopment under the Local Redevelopment and Housing Law which will assist in the development of such young adult special needs housing on campus of Rowan College of South Jersey; and

WHEREAS, there also continues to be a substantial need for affordable housing for persons 55 years of age and older both in Deptford, Gloucester County, and their three-county housing region that could be partially fulfilled by the joint development of both special needs and age-restricted housing, a program that has received much needed operational support by the NJ Housing and Mortgage Finance Agency through its Low Income Housing Tax Credit program.

NOW, THEREFORE, BE IT RESOLVED, in furtherance of mutual covenants between the County of Gloucester, the Housing Authority of Gloucester County, Rowan College of South Jersey and the Township of Deptford, this Memorandum of Understanding between the parties encompasses the following:

- 1) The proposed development will consist of 85 units of affordable housing with 21 units of special needs and 64 age-restricted units as presently conceived. The proposed development may consist of a cluster of different buildings with housing and services and will be located on Block 417, part of Lot 1 between the Bankbridge Development Center fronting on Salina Road and the newly constructed West College Drive.
- 2) The Primary funding for the proposed development of affordable special needs housing is anticipated to be Low Income Housing Tax Credits (LIHTC) and, in particular, the Special Needs Housing Trust Funds from the New Jersey Housing and Mortgage Finance Agency (NJHMFA). Secondary sources of funding shall be sought from other typical sources of affordable housing funding, which may include funds from the Federal Home Loan Bank (FHLB), the revived Balanced Housing Funds from the New Jersey Department of Community Affairs (NJDCA), and/or the U.S. Department of Housing and Urban Development (HUD). In the event of a shortfall of funding, the County of Gloucester shall work to close the gap through its development arm of the Gloucester County Improvement Authority, usage of Chapter 12 funds, other 3rd party developers or up to and including designating its funds to ensure the success of the development of 21 dwelling units of special needs affordable housing and 64 units of age-restricted housing.
- 3) It is the desire of the parties that the affordable housing produced in this project will meet the rules and standards of the NJ Council on Affordable Housing (COAH) for alternative living arrangements per N.J.A.C. 5:93-5.8 for the deed restriction of such units for a period of at least 30 years and for such other requirements of the NJ Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) as applicable sufficient for the Township of Deptford to receive credit for such bedrooms and full dwelling units towards its municipal affordable housing obligation.
- 4) The HAGC will assist Deptford Township in its submission for the declaratory judgment matter under Docket No. GLO-L-0929-15 by preparing financial proforma(s) and proposed development schedules for the housing project(s).
- 5) The following preliminary schedule is proposed for the development of such housing. All parties hereby recognize the funding sources of the project, in particular, the New Jersey Housing and Mortgage Finance Agency, may require an adjustment to this schedule.

Activity	Schedule
Create four party agreement	Prior to compliance hearing on the HE&FSP*
Develop pro-forma(s) for inclusion in Township fair share plan	Prior to compliance hearing on the HE&FSP**
HAGC's professional team prepares site plan/subdivision submission and tax credit application	3 to 6 months from execution of agreement
HAGC submits and is granted preliminary site plan and subdivision approval	3 months from submission of preliminary application
HAGC submits for tax credits	1 month from site plan/subdivision approval **
Tax credit decision/final site plan/subdivision application and approval	4 to 6 months from application **
HAGC seeks syndication/completes financing/architectural drawings completed	6 months from award of tax credits **
HAGC closes on financing	1 month from completion of financing **
Construction starts	1 month from closing **
Construction completed	12 months **
Total Time	35-40 months

* - Deptford Housing Element and Fair Share Plan

** - Schedule may be affected by the funding program scheduling requirements.

While the development program has not been finalized, the development could also occur in more than one phase, depending on funding resources and grant awards.

- 6) The HAGC shall manage the project and may enter into any joint agreement to provide a program of support services to residents including providing an on-site supervisory twenty-four (24) hours a day, seven (7) days a week to serve the needs of residents.
- 7) This Memorandum of Understanding shall be followed by a full agreement among the parties for submission to Superior Court before the date of the hearing on its compliance plan for its petition for a judgment of repose in this matter.

Signed on this _____ day of August 2019
Attest:

ROBERT M. DAMMINGER, DIRECTOR
BOARD OF CHOSEN FREEHOLDER,
COUNTY OF GLOUCESTER

Signed on this _____ day of August 2019
Attest:

GENE CONCORDIA, CHAIR
ROWAN COLLEGE OF SOUTH JERSEY

Signed on this _____ day of August 2019
Attest:

KIMBERLY GOBER, EXECUTIVE DIRECTOR
HOUSING AUTHORITY OF
GLOUCESTER COUNTY

Signed on this _____ day of August 2019
Attest:

PAUL MEDANY, MAYOR
TOWNSHIP OF DEPTFORD

RESOLUTION #19-83

**RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER
TO DISCUSS MATTERS FALLING UNDER EXEPTIONS
TO THE OPEN PUBLIC MEETINGS ACT**

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in “Executive Session”, i.e. without the public being permitted to attend and:

WHEREAS, the Housing Authority of Gloucester County has determined that 1 issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on August 28, 2019 at 4:30 P.M. and;

WHEREAS, the nine (9) exceptions to public meetings set forth in NJSA 10:4-12(b) are listed below with the number of issues and any additional information shall be written:

- 1) **“Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion”** the legal citation to the provision at issue is _____ and the nature of the matter described as specifically as possible without undermining the need for confidentiality is _____

- 2) **“Any matter in which the release of information would impair a right to receive funds from the federal government.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

- 3) **“Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual’s personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

- 4) **“Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the**

negotiation of terms and conditions with employees or representatives of employees of the public body.” The collective bargaining contract(s) discussed are between the Board and_____

NEGOTIATION WITH AFSME NJ COUNCIL 63,
LOCAL 1847

- 5) “Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed.”The nature of the matter, described as specifically as possible without undermining the need for confidentiality is_____

- 6) “Any tactics and techniques utilized in protecting the safety and property of the public provide that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.” The nature of the matter, described as specifically as possible without undermining the need for confidentiality is_____

- 7) “Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.” The parties to and docket number of each item of litigation and/or the parties to each contract discussed are_____

and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is_____

- 8) “Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining in of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.”

Subject to the balancing of the public’s interest and the employee’s privacy rights under South Jersey Publishing Co. vs New Jersey Expressway Authority, 124 NJ 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are_____

- 9) “Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility.” The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____
- _____
- _____

WHEREAS, the length of the Executive Session is estimated to be 20 minutes after which the public meeting of the Housing Authority of Gloucester County shall **(circle one)** reconvene and immediately adjourn or reconvene and proceed with business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Gloucester County will go into Executive Session for only the above stated reasons;

BE IT FURTHER RESOLVED, that the Secretary at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed.

BE IT FURTHER RESOLVED that the Secretary, on the next business day following this meeting, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by NJSA 47:1A-1 et seq.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AT ITS PUBLIC MEETING HELD ON AUGUST 28, 2019.

ADOPTED at the Regular Meeting of the Board of Commissioners held on the **28TH DAY OF AUGUST 2019.**


THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:



WILLIAM W BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY
DATED: AUGUST 28, 2019

RESOLUTION # 19-84

RESOLUTION APPROVING AN AGREEMENT BETWEEN

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AND
THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
(AFSCME), AFL-CIO DISTRICT COUNCIL 63, LOCAL 1847
FOR THE PERIOD
JANUARY 1, 2019 THROUGH DECEMBER 31, 2020**

WHEREAS, the Personnel Committee of the Housing Authority of Gloucester County ("HAGC") has been involved in negotiations with Council 63 of the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1847 ("Union"), for a successor agreement to the current collective bargaining agreement between said parties; and

WHEREAS, the Personnel Committee of HAGC has negotiated a successor agreement with the Union which is attached hereto ("Agreement") for the period of January 1, 2019 to December 31, 2020; and

WHEREAS, the Personnel Committee recommends the approval of the Agreement; and

WHEREAS, the Personnel Committee has determined that the Agreement is fair, reasonable and equitable; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of HAGC that the Agreement be and hereby is approved; and

BE IT FURTHER RESOLVED, by the Board of Commissioner of HAGC that the bonus and increased rates of pay set forth in Article 14 of the Agreement for each of the years 2019 and 2020 shall also be awarded to HAGC Management Employees; and

BE IT FURTHER RESOLVED, that the Chairman and Secretary of the Board of Commissioners of HAGC be and hereby are authorized to execute the Agreement.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 28th of August 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:


WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: AUGUST 28, 2019

AGREEMENT

Between

HOUSING AUTHORITY OF GLOUCESTER

COUNTY

And

AFSCME, AFL-CIO DISTRICT COUNCIL 63

LOCAL 1847

JANUARY 1, 2019 Through DECEMBER 31, 2020



AGREEMENT BETWEEN

HOUSING AUTHORITY OF GLOUCESTER COUNTY

AND

AFSCME, AFL-CIO DISTRICT COUNCIL 63
LOCAL 1847

JANUARY 1, 2019 TO DECEMBER 31, 2020

Prepared by:

Jeffrey A. Daniels, Esquire

Angelini, Viniar & Freedman, LLP
106 N. Broad Street
Woodbury, NJ 08096

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ARTICLE 1 - TERM OF AGREEMENT

The terms and provisions of this Agreement, unless otherwise indicated in the Agreement, shall be effective as of January 1, 2019 and shall remain in effect through December 31, 2020. To commence negotiations for a successor agreement, either party shall notify the other in writing no sooner than one hundred twenty (120) days prior to the expiration date of this Agreement. Within forty-five (45) days after receipt of the aforesaid notice, a meeting shall be held between the parties. Upon expiration, the terms of this Agreement shall remain in full force and effect through negotiations for the successor agreement.

ARTICLE 2 - PREAMBLE

This Agreement, entered into by the Housing Authority of Gloucester County, hereinafter referred to as the "Employer," and Local 1847 which is affiliated with Council #63 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, within the confines of the rules and regulations established by the United States Department of Housing and Urban Development and within the confines of standards of the United States Department of Housing and Urban Development budgetary guidelines.

As the Employer recognizes the Union, it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to Council #63 as the Majority Representative via either regular mail to 1373 Chews Landing-Clementon Road, Clementon, NJ 08021, electronic mail to ylawson@afscmenj.org or fax to (856)512-2193, and the Local 1847. This will occur simultaneously as the employee is served.

The Employer and the Union acknowledge that they have a joint obligation to the aged, infirmed, and economically deprived participants in the many programs funded and sponsored by the Housing Authority of Gloucester County. Because of the confines of the government guidelines by the various agencies, the concept of volunteerism has historically been practiced and must be encouraged in the future if some necessary services are to continue.

ARTICLE 3 - RECOGNITION

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all its employees in classifications listed herein, and for such additional classifications as the parties may later agree to include.

ARTICLE 4 - CHECKOFF

A. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME, District Council #63. Such deductions shall be made in compliance with *N.J.S.A. 52:14-15, et seq.*, and members shall be

eligible to withdraw such authority to deduct dues pursuant to *N.J.S.A. 52:14-15.9(e)*, as amended.

B. Checkoff shall commence for each employee who signs a properly dated authorization card supplied by the Union.

C. The aggregate deductions from all employees who sign a properly executed and dated authorization card shall be remitted to the District Council, together with a list of names of all employees for whom the deductions were made, by the tenth (10th) day of the succeeding month after such deductions were made.

D. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice thirty (30) days prior to the effective date of such change, which effective date shall be the 1st day of the month following the full thirty (30) day notice.

E. The Union shall provide the necessary "Check-Off Authorization" cards, and the Union shall secure the signatures of its members on the cards and deliver the signed forms to the Employer.

ARTICLE 5 - WORKFORCE DEMOCRACY ENHANCEMENT ACT

The Employer shall comply with the requirements of the Workforce Democracy Enhancement Act, *N.J.S.A. 34:13A-5.11, et seq.*, and *N.J.S.A. 52:14-15.9(e)*, as amended.

ARTICLE 6 - UNION BUSINESS

A. No Union representative shall suffer a loss in pay while attending any jointly agreed upon Union-Employer meeting, or for reasonable travel time to and

from such meetings. It is understood that such joint meetings and travel time are considered work time. This section is not intended to include time other than the regularly scheduled base work day.

B. Bulletin boards will be provided by the Employer in each Employer building with permanent work locations for the sole use by the Union to post announcements and other information of a non-controversial, non-political nature.

C. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Local Union officers shall be allowed to:

- 1) post Union notices;
- 2) distribute Union literature;
- 3) transmit communications authorized by the Local and Union or its officers to the Employer or its representatives, both written or oral;
- 4) solicit Union membership during other employees' non-working time;
- 5) investigate grievances; and
- 6) if needed and after notifying the employee's supervisor, be allotted at least fifteen (15) minutes to discuss Union/workplace issues during company time.

D. Title of officers of this Local Union shall be:

- 1) President;
- 2) Vice President;
- 3) Secretary/Treasurer; and
- 4) Recording Secretary.

E. Employer shall make reasonable space available in one of its buildings in the Deptford/Woodbury area for the Union to place file cabinets. The file cabinets shall be provided by the Union. The parties recognize that the lockable file cabinets will be used by the Union to store documents related to Union business in locked cabinets.

ARTICLE 7 - NON-DISCRIMINATION

A. No employee shall be discriminated against on the basis of race, creed, color, national origin, sex, marital status, age, religion, handicap, union activity, sexual orientation, gender identity, domestic partnership status, civil union status, or disability status.

B. The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

C. No rules of work and conduct for employees established by the Employer shall be enforced in fewer than five (5) working days from the date said rule(s) were served upon the Union representative.

ARTICLE 8 - UNION OPERATIONS

The Union agrees to provide the names of all Union officials and Local representatives and their term of office to the Employer on an annual basis within thirty (30) days from the date of reorganization of the Union. The Union further agrees to provide to the Employer the names of any local representatives immediately upon their installation.

ARTICLE 9 - CREDIT UNION, CHECKOFF

A. The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate credit union as authorized by *N.J.S.A. 40A:9-17, et seq.*

B. The Employer agrees to deduct from the wages of any employee who is a Union member, a PEOPLE deduction, upon presentation to the Employer of a signed authorization from the employee for such deduction. This deduction is voluntary and may be revoked by the employee at any time upon written notice to the Employer and Union. The Employer is not required to match any such deduction. The Employer agrees to remit any deduction pursuant to this Article promptly to the Union with an itemized statement showing the names of each employee and the deduction from the employee's paycheck, during the period covered by the remittance.

ARTICLE 10 - JOB POSTING

A. Any vacancies of a permanent nature to be filled, or any newly created classified positions within the Housing Authority of Gloucester County, will be posted prominently for two (2) working days prior to its publication outside of the Housing Authority of Gloucester County. The posting shall include the classification, salary, description of the job, any required qualifications, and the procedure to be followed by the employees interested in applying. Nothing herein restricts the Employer's right to make interim, temporary, or provisional assignments.

B. A copy of each notice posted will be forwarded to the appropriate local Union officer.

ARTICLE 11 - LABOR MANAGEMENT LIAISON

Each party to this Agreement shall designate a representative to meet as necessary in order to promote harmonious labor relations by discussing and resolving problems of mutual concern. The representatives shall meet by the request of either party, if circumstances warrant such a meeting. Such meetings shall be held as mutually agreed by both parties.

ARTICLE 12 - HEALTH AND SAFETY

The Employer will observe all legal requirements with respect to health and safety, and will furnish protective devices where necessary for safe job performance. When an employee is assigned to conduct an inspection and believes that the circumstances warrant the assignment of an additional employee(s), the employee will have the right to request that another employee(s) is provided to accompany the assigned employee. The Executive Director, or the Executive Director's designee, within the Executive Director's discretion, shall make the decision as to the number of employees. Employees shall be allotted ten (10) minutes at the end of the work day to clear snow from personal vehicles; however, the early release shall be at the Executive Director's discretion, employees shall clock out before leaving work to remove snow from personal vehicles and employees shall be paid through the end of an employee's scheduled shift.

ARTICLE 13 - ACCESS TO PERSONNEL RECORDS

Upon reasonable prior request, any employee's personnel records maintained by the Human Resource Administrator shall be open to the inspection of the employee. Employees shall be allowed to make up to five (5) copies per calendar quarter without charge, with additional copies at a rate of five cents per page.

An employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with an indication of the effective date of such new title or promotion.

An employee will be provided with a copy of any disciplinary document which is placed in the employee's official personnel records.

Employer will furnish to the Union on a monthly basis a listing of all new hires, terminations, title changes, and reassignments from one department to another within the bargaining unit.

ARTICLE 14 - WAGES

All current employees as of the date of the execution of this Agreement shall have their rates of pay increased by the sum of two percent (2.0%) for the year 2019, and the sum of one and one-half percent (1.5%) for the year 2020. The increased rate of pay for 2019 shall be retroactive to January 1, 2019. In addition, all current employees as of the date of execution of this Agreement shall receive a one-half percent (.5%) bonus calculated as follows. For full time employees, the bonus shall be calculated based on forty (40) hours per week times fifty-two (52) weeks. For

part time employees, the bonus shall be calculated based on the number of hours per week set forth in the employee's letter of hire times fifty-two (52) weeks. The two percent (2%) raise for 2019 shall be included in the employee's wage rate for purposes of calculating the bonus.

No individual, with the exception of a Maintenance Repairer Trainee, shall be kept in a training title for more than one year, subject to the successful completion of an occupational examination. Such occupational examination shall be given no later than one (1) year from the date of hire. However, any employee in a training title may, after having worked in the training title for a period of six (6) months, request that the employee be given the opportunity to take the occupational examination. Said employee shall be entitled to take the occupational examination, provided that the employee first receives a positive evaluation from the employee's supervisor.

The training period for the Maintenance Repairer Trainee position shall be three (3) years. However, a Maintenance Repairer Trainee may, upon request, take the occupational examination after one (1) year of training, provided that the employee first receives a positive evaluation from the employee's supervisor.

Employer shall have the right to hire employees at wages higher than entry level, based on said employee's experience and qualifications.

If an employee is assigned to perform duties of a higher classification, the employee will receive a bump to the rate of the higher classification. An employee who has dual titles will receive the rate for the higher classification.

All full-time employees will work a forty (40) hour week, except the Executive Director will have the authority and discretion to reduce hours upon employee's request.

Reflected below are the entry level salaries for each position. Entry level rates shall not be increased by any wage increases agreed to herein.

ENTRY LEVEL WAGES AND LENGTH OF NORMAL WORK WEEK

	<u>Salary</u>	<u>Hours</u>
Accounts Receivable Clerk	\$16.14	40
Accounts Payable Clerk	\$16.14	40
Building Maintenance Worker	\$13.79	40
Clerk	\$13.34	40
Property Management Aide	\$14.18	40
Clerk-Typist	\$14.42	40
Congregate Aide	\$13.28	40
Cook	\$14.78	40
Senior Cook	\$17.56	40
Waitlist Coordinator	\$16.21	40
Housing Inspector	\$15.86	40
Senior Housing Inspector	\$20.00	40
Maintenance Repairer	\$17.52	40
Senior Maintenance Repairer	\$24.02	40
Maintenance Repairer Trainee	\$15.79	40
Painter	\$15.85	40
Payments & Inspections Coordinator	\$14.52	40
Purchasing Tech.	\$16.14	40
Receptionist/Typist	\$13.64	40
Security Guard	\$12.68	8 - 40

Ten/Int/Inv Aide	\$14.52	40
Ten/Int/Inv Trainee	\$15.43	40
Ten/Int/Inv Level 1	\$16.14	40
Ten/Int/Inv Level 2	\$17.92	40
Ten/Int/Inv Level 3	\$19.69	40
Leasing Specialist	\$14.82	40
Rent Integrity Specialist	\$16.14	40
Senior Building Maintenance Worker	\$16.73	40
Senior Housing Specialist	\$26.01	40
Senior Security Guard	\$15.61	40

ARTICLE 15 - OVERTIME PAY

A. The Executive Director may authorize overtime when he deems it necessary, but shall endeavor at all times to avoid requiring overtime work. The Executive Director may offer compensatory time (Comp time) in lieu of overtime, hour for hour up to forty (40) hours and time and a half after forty (40) hours, with the employee's consent. During emergency closings, employees that must work shall receive an equal amount of hours off (comp time) with pay at a later date (or be paid time and a half for actual hours worked) as those employees who do not have to work. An Employee may request use of compensatory time in accordance with the standards set forth in the Federal Fair Labor Standards Act (FLSA). Presently, the FLSA provides an employee shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency.

B. Required overtime work shall be compensated at regular time up to the end of the eighth (8th) hour in a given day, then time worked shall be paid at the rate of one and one-half (1 ½) times the normal rate of pay for all hours paid for said day. All time in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Paid, unworked time shall be deemed to be time worked for overtime compensation purposes.

C. Congregate services personnel shall be compensated by granting overtime for work exceeding eight (8) hours in any one twenty-four (24) hour period, or in excess of forty (40) hours per week, at the rate of one and one-half (1 ½) times the employee's regular rate of pay. If a congregate employee is required to work on the employee's scheduled day off, the employee shall receive overtime pay for that day.

D. Overtime shall be paid with regular earned pay for the same pay period.

E. Holiday Premium Pay. Premium pay shall be compensation for hours worked on an established holiday. An established holiday is any time between 12:01 a.m. and 11:59 p.m. (a 24-hour period) on any of the official days and official dates as set forth in Article 17 (Holiday Leave) of this Agreement. Premium pay shall be at double time and one-half times the employee's regular hourly rate of pay for all hours worked. This paragraph shall not be interpreted in such a way as to require that any employee be paid triple time and one-half for holiday premium pay.

F. The computation of premium holiday pay shall not be contingent upon the employee working forty (40) hours in one week as required by the one- and one-half-time provision of federal regulations.

G. Employees in congregate services who are scheduled to work on a day that is a holiday and their regular day off shall be paid at the rate of two and one-half (2 ½) times their regular pay.

H. Overtime shall be distributed as equally as possible among the employees within the same classification and area of program responsibility.

ARTICLE 16 - LONGEVITY

A. Longevity payments will be paid each year to the employees hired before August 31, 2005 in accordance with the schedule outlined below, calculated in accordance with the employee's adjusted anniversary date. Any employee hired after August 31, 2005 will not receive longevity. Payment shall be made on the first regular pay date after the employee's adjusted anniversary date. Payment shall be made in a separate check issued to eligible employees.

Completion of:

5 years, 1 day of employment	2% of annual salary
10 years, 1 day of employment	3% of annual salary
15 years, 1 day of employment	4% of annual salary
20 years, 1 day of employment	5% of annual salary

B. For time actually worked, any employee retiring during the course of the year who shall otherwise be entitled to longevity pay shall be paid on a prorated basis, said payment to be calculated in accordance with the employee's adjusted

anniversary date. Employees who do not work the entire year for any reason other than dismissal for just cause shall likewise be entitled to longevity pay on a prorated basis, said payment to be calculated in accordance with the employee's adjusted anniversary date.

C. Service time for purposes of determining eligibility for longevity payments shall be calculated in the same manner as service time for seniority purposes. In the context of longevity eligibility, the "adjusted anniversary date" shall be the same as the employee's seniority date. In calculating the seniority date and the adjusted anniversary date, no service time is awarded for the length of any unpaid leave or period of suspension.

ARTICLE 17 - HOLIDAYS AND PERSONAL DAYS

A. The following 14 days are recognized as paid holidays:

- New Year's Day
- Martin Luther King Day (observed)
- Washington's Birthday (observed)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- November Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas

B. A holiday shall be celebrated on the day nationally designated as the day observed. Holidays which fall within an employee's vacation period shall be charged to holiday pay and credit given to unused vacation time.

C. Employees shall receive any holiday which is declared by the President of the United States or the Governor of the State of New Jersey.

D. No employee shall be authorized a personal day during the first ninety (90) days of employment. Beginning on January 1st following a full-time employee's date of hire, employees covered by this Agreement shall receive three (3) personal days per year non-cumulative, as follows:

1) An employee whose permanent date of hire occurs between January and March of the calendar year shall be entitled to three (3) personal days to be used during the balance of that calendar year.

2) An employee whose permanent date of hire occurs between April and June of the calendar year shall be entitled to two (2) personal days to be used during the balance of that calendar year.

3) An employee whose permanent date of hire occurs between July and September of a calendar year shall be entitled to one (1) personal day to be used during the balance of that calendar year.

4) An employee whose permanent date of hire occurs between October and December shall not be entitled to any personal days for the balance of the calendar year.

5) In the event that a permanent employee leaves employment by termination or otherwise prior to the end of the employee's first calendar year of employment, and the employee has used more personal days than the employee would have been entitled to use based on such days accruing at the rate of 1/3 of one personal day per calendar month of employment, then the wages paid for the personal days so used shall be deducted from the employee's last paycheck.

Following the first calendar year of employment, employees covered by this Agreement shall receive three (3) personal days per year, non-cumulative.

A personal day shall be requested, in writing, no later than two (2) working days preceding the personal day requested. Approval of this request may be denied by management, should adequate staff be unavailable to cover the shift/work, but shall not be unreasonably withheld. In the event of an emergency, an employee may call in to request a personal day, and the two-day notice provision may be waived in the discretion of the department head.

With each paycheck, employer shall provide to employee accurate totals in hours showing that employee's personal, vacation and sick time available.

Note: Employer may not be able to have the time reflected on the pay stub itself. If employer is not able to do so, then the leave availability

information will be provided on a separate statement included with the paycheck.

Under the terms of this provision, no more than thirty percent (30%) of workers by job classification/description and department may be absent at any one time without Employer's written approval. For purposes of this provision, the departments shall be deemed to include the following:

- 1) Administrative Offices
- 2) Section 8
- 3) Intake Department
- 4) Security Guards
- 5) Congregate Services
- 6) Building Maintenance Workers
- 7) Maintenance & Painting Staff
- 8) Affordable Housing Operations Workers
- 9) Finance Department

E. If a holiday falls on an employee's regular day off, said employee shall be entitled to regular pay for the number of hours normally worked.

ARTICLE 18 - ANNUAL VACATION LEAVE

A. Full-time employees of the Employer shall be entitled to the following annual vacation with pay:

- 1) Up to one year of service: .92 hours vacation per week.
- 2) Beginning the second adjusted anniversary year through fifth adjusted anniversary year of service: 1.54 hours vacation per week.
- 3) After five (5) years of service and through the end of seven (7) years of service: 2.31 hours vacation per week.

4) After seven (7) years of service: 3.08 hours vacation per week.

5) After twenty (20) years of service: 3.85 hours vacation per week.

Service for purposes of this Agreement shall be defined as continuous paid employment, including regular days off and paid leave.

B. Part-time employees shall receive vacation leave on a prorated basis, in accordance with the schedule above, based on actual hours worked.

C. All employees shall file a written request for annual vacation leave. The request shall be on a form provided by the Employer and shall be delivered to the Executive Director or the Executive Director's designee at least fifteen (15) days prior to the proposed start of said leave when said leave is for five (5) working days or more, and at least five (5) working days prior to the proposed start of said leave when said leave is for fewer than five (5) working days, except in the case of an emergency, when less notice may be permitted in the discretion of the department head. If permission is not granted by the Executive Director or the Executive Director's designee, absence shall be dealt with per the disciplinary policy. Vacation requests submitted on the same day by employees within the same job classification/description or department (as defined in Article 17, D) shall be granted in order of seniority. Vacation requests which are not submitted on the same day by such employees shall be granted in order of the date of the submission of the vacation request by the employee.

D. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall be granted and shall accrue during the next succeeding year only or shall be lost.

E. Upon termination of employment, an employee shall be paid for all accumulated vacation at the hourly rate of pay in effect at the time of separation.

F. Under the terms of this provision, no more than thirty percent (30%) of workers by job classification/description and department as outlined below shall be absent at any one time without the approval of management in writing.

- 1) Administrative Offices
- 2) Section 8
- 3) Intake Department
- 4) Security Guards
- 5) Congregate Services
- 6) Building Maintenance Workers
- 7) Maintenance & Painting Staff
- 8) Affordable Housing Operations Workers
- 9) Finance Department

G. With each paycheck, employer shall provide to employee accurate totals in hours showing that employee's available personal, vacation and sick time.

Note: Employer may not be able to have the time reflected on the pay stub itself. If employer is not able to do so, then the leave availability information will be provided on a separate statement included with the paycheck.

H. Any separation or retirement payout for unused vacation and sick leave (collectively) for any Employee hired after the date of the execution of this Agreement shall not exceed Two Thousand, Five Hundred Dollars (\$2,500.00).

ARTICLE 19 - MISCELLANEOUS PAID LEAVE

JURY, COURT and MILITARY LEAVE.

A. Employees shall be granted paid leave for actual time served when summoned for jury duty or when subpoenaed as a witness in a trial or other legal hearing. The Employer shall not interfere with an employee's statutory obligation to perform jury duty.

B. Paid leave shall also be granted for temporary duty, not to exceed fifteen (15) days, in the National Guard or Reserves, as provided by New Jersey State rules and/or regulations.

C. The Employer agrees to allow a total of twelve (12) days off with pay a year, to not more than two (2) Union representatives, to attend its semi-monthly union meetings, from September to June each year, its annual State convention and its semi-annual National Convention. Unused days will not be carried over to the next year.

D. The Majority Representative of the Union shall have one-half (1/2) hour in-service time with all new hires to ensure that accurate information about the Union is provided to the new hire.

ARTICLE 20 - SICK LEAVE

A. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents the employee from doing the usual duties of the employee's position, exposure to a contagious

disease, or a short period of emergency attendance upon a member of the employee's immediate family who is ill and requires the presence of the employee.

B. Immediate family shall include spouse, domestic partner as the term is defined by New Jersey Statute, children and relatives.

C. If an employee is absent for three (3) consecutive working days for any reason as set forth in Section A above, said employee shall present proof of illness from employee's doctor stating that the employee is able to resume normal duties without restriction.

D. When an illness of a chronic or recurring nature is causing occasional absences, one proof of illness shall be required per thirty (30) day period. The proof of illness must specify the nature of the illness and that it is likely to cause absences from employment during a thirty (30) day period.

E. Failure to provide medical evidence will result in denial of sick leave benefits, and the time involved during which the employee was absent shall be charged against vacation time. The Employer reserves the right to have the employee examined by a physician of Employer's choice when there exists an apparent pattern of leave abuse to ascertain whether or not such employee is in fact ill and unable to perform the employee's duties. Should the employee refuse to submit to an examination, or after the examination it is determined that such employee could have performed the employee's regular duties, then the Employer shall charge the absence against the employee's accrued vacation leave. If there is no vacation leave accrued, the employee will not be compensated for this period,

and the employee shall be considered absent without leave and subject to applicable disciplinary action.

F. Any violation of Sections C, D, or E may result in the disallowance of sick leave and possible further disciplinary action.

G. All employees shall be entitled to the following sick leave: up to the end of the first year of service, 1.54 hours sick time per week; each year thereafter, 2.31 hours sick time per week.

H. Part-time employees shall receive sick leave on a prorated basis in accordance with the schedule above, based on actual hours worked.

I. No employee shall be entitled to any sick time unless the employee has been employed by the Employer for ninety (90) consecutive days. At the end of ninety (90) consecutive days of employment, said employee shall be entitled to sick leave, retroactive to the date of commencement of the employee's employment accrued as described in Sections G and H above.

J. An employee who does not expect to report to work on any working day must notify, or cause to be notified, one (1) hour before starting time, the appropriate designated supervisor or the supervisor's alternate. An employee who expects to report to work late must notify, or cause to be notified, the appropriate designated supervisor or supervisor's alternate as soon as reasonably possible. Failure to call shall be considered unauthorized absence without leave.

K. If an employee has exhausted all sick leave, then at the employee's option, said employee shall use vacation time. However, sick leave shall not be construed

as vacation, and its use for this purpose will subject the employee to disciplinary action.

L. At the end of each calendar year, each employee shall have the option to accrue all unused sick leave or to sell back to the Employer unused sick leave, not to exceed eight (8) days per annum. Employer will buy back sick time in full-day increments only. At no time will sick time fall below one (1) full day. Payment of any unused sick time sold back to the Employer shall be paid to the employee on the first pay period after November 7th at the hourly rate of pay in effect at the time the sick leave was fully earned.

In no event shall the Employer be obligated to pay more than fifty percent (50%) of accumulated sick leave at the time of retirement or termination.

M. Employees may donate sick leave to fellow employees who have exhausted all accrued sick leave and who need more leave time for either of these reasons:

a. The employee is suffering from a catastrophic health condition or injury;

b. More leave time is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury.

The details of the sick leave donation program shall be as follows:

(1) A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the

employee has been unable to work for at least two (2) months or is expected to be out of work for at least two (2) months based on medical prognosis;

(2) An employee will be eligible to receive up to ninety (90) days of donated sick leave, provided the employee has exhausted all accrued sick and vacation leave;

(3) An employee may donate up to five (5) sick days to another employee provided the employee retains a balance of at least ten (10) sick days. An employee may donate up to ten (10) days provided the employee retains a balance of twenty (20) days, or up to fifteen (15) days with a balance of thirty (30) days;

(4) Any donated sick days that remain unused by the recipient upon the recipient's return to work will be restored to the donor employees on a pro-rated basis;

(5) No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

N. With each paycheck, employer shall provide to employee accurate totals in hours showing that employee's personal, vacation and sick time available.

Note: Employer may not be able to have the time reflected on the pay stub itself. If employer is not able to do so, then the leave availability information will be provided on a separate statement included with the paycheck.

O. If an employee is scheduled for treatment under a workers' compensation claim during working hours, the employee shall be granted paid time to accomplish

such treatment and the time should not be charged to sick leave. This section shall only apply to follow up visits after return to work and with a doctor's note.

P. Any separation or retirement payout for unused vacation and sick leave (collectively) for any Employee hired after the date of the execution of this Agreement shall not exceed Two Thousand, Five Hundred Dollars (\$2,500.00).

ARTICLE 21 - LIFE INSURANCE AND MEDICAL PLAN

A. The Employer shall continue to provide medical and life insurance as was in effect on December 31, 2018. The Employer shall enroll domestic partners and minor children of a domestic partner as the term is defined by New Jersey Statute in the medical and life insurance plans of the Employer.

B. The Employer reserves the right to change insurance carriers or plans. However, the coverage provided shall be substantially equivalent to the plans in existence on December 31, 2018.

C. Prior to the execution of this Agreement, the Employer, at its sole cost and expense, has provided dental and vision insurance to its employees. The Employer shall continue to provide such insurance for the term of this Agreement. During the term of this Agreement, the Employer reserves the right to change insurance carriers or plans so long as the coverage provided shall be substantially equivalent to the plans that were offered by Employer on January 1, 2019. This provision shall create no obligation on behalf of the employer to provide post-employment dental and vision insurance to any employee.

D. The Employer will provide a pre-tax spending (cafeteria) plan to the employee.

E. Employer shall have no obligation to provide or pay for post-employment benefits conferred under this Article 21 to any employee hired after the date of the execution of this Agreement.

ARTICLE 22 - CALL IN TIME

If an employee is recalled to duty, the employee shall receive a minimum guarantee of three (3) hours compensation at the overtime rate regardless of the number of hours actually worked. Upon completing the recall to duty, if the same employee is again recalled during the three (3) hour minimum guarantee period set forth above, then the employee shall be paid at the overtime rate for the number of hours actually worked if such work exceeds the three (3) hour minimum guarantee.

ARTICLE 23 - BEREAVEMENT LEAVE

A. Employees shall be entitled to three (3) days leave (with pay) per incident for a death in the family, as defined in Section B below.

B. Employees shall be entitled to the use, without penalty, two (2) sick days per incident for a death of a relative or non-relative other than those enumerated below.

- | | |
|-----------------|------------------|
| a. Mother | h. Sister |
| b. Father | i. Brother |
| c. Spouse | j. Mother-in-Law |
| d. Child | k. Father-in-Law |
| e. Foster child | l. Grandmother |
| f. Stepchild | m. Grandfather |
| g. Stepmother | n. Grandchild |

- h. Stepfather
- i. Domestic partner*
- j. Children of domestic partner*

* as the term is defined by New Jersey Statute.

C. At the request of the employee and at the discretion of the Executive Director, employee may, in connection with the death of a Section B individual, request an additional three (3) days bereavement leave, to be charged against sick leave.

D. Sick time authorized by the Executive Director and utilized for bereavement purposes shall not be the subject of any disciplinary action.

E. Where the specific circumstances warrant, an employee may substitute Bereavement Leave for Vacation Leave.

F. Employees may take unpaid leave after bereavement leave is exhausted. Employees may donate an employee's Paid Time Off (PTO) to other employees for bereavement purposes so long as the donor employee maintains minimum time.

ARTICLE 24 - WORK SCHEDULES

A. OFFICE PERSONNEL: The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, up to forty (40) hours per week.

The hours of work per day shall be:

- 1) 8:00 a.m. - 5:00 p.m.
- 2) 8:30 a.m. - 5:00 p.m.
- 3) 8:00 a.m. - 4:30 p.m.
- 4) 8:30 a.m. - 5:30 p.m.
- 5) 7:00 a.m. - 4:00 p.m.

The assignment of employees to 1, 2, 3, 4 or 5 shall be at the discretion of the Executive Director or the Executive Director's designee.

B. MAINTENANCE PERSONNEL: The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, forty (40) hours per week. The hours of work per day shall be 8:00 a.m. - 5:00 p.m., unless otherwise approved by the Executive Director per Section A above. Any hours worked on Sunday shall be paid at double time.

C. CONGREGATE SERVICES PERSONNEL:

(1) The regular work week shall cover a seven (7) day operation. Full-time employees shall work up to forty (40) hours per week. The work week shall consist of the following shift: Sunday through Saturday, 8:00 a.m. - 5:00 p.m.

(2) An employee's schedule shall provide two (2) twenty-four (24) hour periods of unscheduled work during the seven-day cycle.

(3) No regular shift shall exceed eight (8) hours per shift in a twenty-four (24) hour period.

(4) When an employee is called in or scheduled to work on a weekend, the employee shall receive pay at the rate of one and one-half times the employee's regular rate of pay for hours worked. Because of the unique and special nature of this work, any of the duties performed by the Congregate Services Personnel may be carried out or supplemented by volunteers. However, such volunteers shall not be utilized for the purpose of denying employees overtime work, or for the sole reason of laying off any employees.

D. SECURITY PERSONNEL:

(1) The regular work week shall cover a seven (7) day operation. Full-time employees shall work forty (40) hours per week on shifts to be established by the Executive Director. The standard shifts shall be as follows: (a) 8:00 a.m. to 4:00 p.m., (b) 4:00 p.m. to 12:00 a.m., (c) 12:00 a.m. to 8:00 a.m.

(2) An employee's schedule shall provide two (2) twenty-four (24) hour periods of unscheduled work during the seven-day cycle.

(3) No regular shift shall exceed eight (8) hours per shift in a twenty-four (24) hour period.

(4) Security personnel who work the 4:00 p.m. to 12:00 a.m. shift shall receive a shift differential of \$.75 per hour. Security personnel who work the 12:00 a.m. to 8:00 a.m. shift shall receive a shift differential of \$1.00 per hour.

(5) The parties recognize the need for flexibility in the scheduling of security personnel to their assigned duties.

ARTICLE 25 - ABSENCE WITHOUT AUTHORIZATION

A. If an employee will be absent from work, the employee shall call 856-853-1190 x233 and leave a message as soon as practical, but not later than one (1) hour before the time the employee is required to report to work, indicating the employee's absence from work on a specific day. If the telephone number called will not allow the employee to leave a message, the employee shall call and leave a message with the employee's immediate supervisor or the HR Administrator.

B. If an employee fails to report for work without proper authorization or fails to follow the proper call out procedure, said employee shall not be paid for the period of absence.

C. Absence without proper authorization may be considered sufficient cause for suspension or dismissal.

D. Lateness procedure:

1) Employee shall be docked for actual lost time.

2) Employees shall clock in and out at lunch. Clocking in late after lunch shall be counted as a lateness.

3) If an employee reaches ten (10) latenesses in six (6) months, the employee shall be terminated. After five (5) latenesses in any six (6) month period, Employer shall provide written notification to the Union President.

4) The Employer reserves the right not to enforce these lateness provisions due to inclement weather.

ARTICLE 26 - MAINTENANCE REPAIRER EMERGENCY DUTY

Any maintenance repairer employee required to carry a cell phone for the purpose of responding to emergency duty shall receive an additional One Thousand, Five Hundred Dollars (\$1,500.00) per year for being "on call."

ARTICLE 27 - CLOTHING MAINTENANCE ALLOWANCE

A. Maintenance Repair personnel covered under this Agreement shall be provided with five (5) sets of maintenance clothing. Maintenance clothing shall consist of five (5) utility cargo pants, five (5) long sleeve shirts, five (5) short sleeve shirts, one (1) winter jacket, two (2) cotton safety tee shirts, one (1) sweatshirt and

two (2) pairs of lightweight pants, all to be machine washable, all made in the U.S.A. (when possible), and all to be maintained by the employee at the employee's expense. Articles of clothing shall be replaced as needed. Employer will provide a work shoe allowance, the cost not to exceed Two Hundred Dollars (\$200.00) per calendar year for safety or other appropriate shoes, and use its best efforts to purchase work shoes made in the U.S.A. Belt, socks and cap are to be provided by employee. Maintenance Repair personnel and Painters covered under this Agreement shall also be provided a Three Hundred Dollars (\$300.00) per year small tool allowance. All power tools shall be purchased and owned by the Employer.

B. Building Maintenance Workers and Congregate personnel shall be provided up to One Hundred Dollars (\$100.00) per calendar year in lieu of Employer providing uniforms. Employee shall receive a work shoe allowance of One Hundred and Fifty Dollars (\$150.00) per calendar year for safety or other appropriate shoes.

C. Security personnel shall be provided with five (5) polo shirts and five (5) pairs of khaki pants, all to be machine washable, all made in the U.S.A. (when possible), and all to be maintained by the employee at the employee's expense. Articles of clothing shall be replaced as needed. Said shirts shall be issued after the security person has been in the employ of the Employer for a ninety (90) day period.

D. Housing inspectors shall receive five (5) short sleeve shirts, five (5) tan utility cargo pants, and one (1) jacket, all to be machine washable, all made in the U.S.A. (when possible), and all to be maintained by the employee at the employee's expense. Articles of clothing shall be replaced as needed. Employee shall receive

a work shoe allowance of One hundred and Fifty Dollars (\$150.00) per calendar year for safety or other appropriate shoes.

E. All articles of clothing provided by Employer shall bear the Union label.

F. The clothing allowances described in this paragraph shall be provided only to non-probationary, full-time employees.

G. The Employer will provide coveralls to Union employees that require same.

H. Union members shall wear uniforms and shoes (if applicable) supplied by Employer, during working hours or the Employer may take disciplinary action. Uniformed employees shall be in uniform prior to clocking in at the start of the work day and shall remain in uniform until clocking out at the end of the work day. The failure to be in uniform at the start of the work day shall result in the employee being late.

ARTICLE 28 - DISCIPLINE

All employees are obligated to comply conscientiously with all rules and regulations promulgated by Employer, provided only that such rules and regulations do not conflict with the expressed provisions of the Agreement.

A. Discipline for violations of the rules and regulations and the terms of this Agreement shall generally be intended as corrective and shall be progressive in nature. However, the parties recognize that certain misconduct is so serious that major disciplinary action is warranted without first pursuing progressive discipline.

B. Employees may be disciplined for such things as incompetence, inefficiency, failure to perform assigned duties, insubordination, inability to perform assigned duties, chronic or excessive absenteeism or lateness, conviction of a felony, conduct unbecoming a public employee, neglect of duty, misuse of public property, discrimination in regard to equal employment opportunity, including sexual harassment, and other serious misconduct.

C. Where progressive discipline is appropriate, the course of discipline shall generally be as follows:

1) Stage 1: informal, private discussion with the immediate supervisor.

At the option of the supervisor, the supervisor may prepare a written report of the discussion. The report, if prepared, shall describe the issue discussed and the plan to resolve the problem.

2) Stage 2: further, more formal discussions, with the supervisor and/or department head, documented by a written memorandum by the supervisor or department head.

The written memorandum shall describe the issues discussed and the specific plan of resolution of the problem.

3) Stage 3: letter of reprimand from the Human Resources Administrator.

4) Stage 4: suspension, with or without pay, in the discretion of Executive Director, for fewer than five (5) days.

5) Stage 5: suspension, with or without pay, or termination in the discretion of the Executive Director.

D. Immediate suspension (with or without pay) or termination may be imposed in the discretion of the Executive Director for the following reasons

(whether or not the suspension or termination is preceded by progressive discipline):

- 1) insubordination
- 2) inability to perform assigned duties
- 3) conviction of a felony
- 4) conduct unbecoming a public employee
- 5) neglect of duty
- 6) unauthorized absence
- 7) failure to protect the confidentiality of a tenant and/or HAGC records
- 8) dishonesty
- 9) violence or the threat of violence
- 10) possession of, distribution of, or being under the influence of, alcohol, drugs, and/or any controlled dangerous substance while on the job
- 11) failure to report conviction of any offense other than minor offenses not involving the suspension of driving privileges
- 12) loss of a permit or license which employee reasonably requires to perform assigned duties
- 13) other serious misconduct

E. An employee who is suspended or terminated may request a hearing on the appropriateness of the action before the Executive Director or the Executive Director's designee. Such hearing must be requested within ten (10) working days of the suspension or termination. The Executive Director or the Executive Director's

designee shall conduct the hearing within ten (10) days of the request and render a decision within ten (10) days of the completion of the hearing.

F. No recording or stenographic transcript of the hearing shall be made unless both employee and Employer are made aware of the intention to record or transcribe the proceeding and the recording or transcript is made available to the opposing party.

G. To ensure that the individual rights of employees are protected, the following are guaranteed in each stage of progressive discipline, commencing with Stage 1:

1) An employee shall be entitled to Union representation in each stage of the progressive discipline procedures set forth in this Agreement commencing with Stage 1.

2) No employee who is a potential witness in a disciplinary matter shall be required by the Employer and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation or waives said representation in writing.

3) An employee shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect the employee's hours, wages or working conditions as a result of the exercise of the employee's rights under this Agreement.

4) After eighteen (18) months of being placed in an employee's file and with no recurrence of any discipline, reference to such discipline shall not be used for any further disciplinary action.

Nothing contained herein shall prohibit the waiver of any such rights so conferred so long as the employee is notified of such rights and the employee executes a waiver form provided by Employer evidencing such waiver of rights.

ARTICLE 29 - GRIEVANCE PROCEDURE

SECTION 1:

A grievance is herein defined as an appeal of the interpretation, application or violation of policies, agreements, administrative decisions, and disciplinary actions. However, in the case of disciplinary actions, no grievance shall be filed until after Stage 2 discipline, as described in Article 28 of this Agreement, and, in that event, the grievance process shall commence at Step 2 of Section 3 of Article 29 of this Agreement.

SECTION 2:

A. An employee may appeal to the Public Employment Relations Commission (or other administrative forum, e.g., Civil Rights Commission, E.E.O.C., etc.) where applicable as provided by law. However, in such case, recourse or continuance of a grievance shall be null, and the Union shall not be entitled to pursue a grievance when an employee exercises the employee's right to appear before the Civil Rights Commission or other such forum as cited above. Nothing in this Agreement shall be construed as compelling the Union to represent an employee before PERC or the Department of Labor.

B. The Union's request to terminate the grievance at any prior step shall be final as to the interest of the grieving party and the Union.

C. In using the grievance procedure established herein, an employee is entitled at each formal step to be represented by the Union.

D. Failure of the grieving party to advance a grievance within the prescribed time limits shall constitute forfeiture.

SECTION 3:

Step 1 - To be viable, the grievance must be filed within ten (10) working days of the occurrence that gave rise to the grievance or knowledge thereof. The grievance shall first be taken to the department head or designee, who shall make an effort to resolve the problem within five (5) working days. At this level, a complaint or grievance shall be in writing. The time limit in this step may be extended by mutual consent.

Step 2 - If not resolved at the aforementioned level, the grieving party or the Union shall, within ten (10) working days, submit the grievance in writing to the Executive Director or the Executive Director's designee who shall render a decision within ten (10) working days thereafter. If requested, a conference will be provided during normal working hours of the Employer prior to the issuance of the Executive Director's determination. The time limit may be extended by mutual consent.

Step 3 - If the Union is not satisfied with the disposition of the grievance by the Executive Director or the Executive Director's designee, or if no disposition has been made within the period as provided in Step 2, the grievance may be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Employer and the

Union. No employee shall be denied such employee's compensation for appearance as a witness in accordance with this Article.

The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and shall be restricted to the application of the facts presented to the arbitrator by the parties involved in the grievance. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall provide in writing reasons for the decision.

Nothing herein shall prevent the parties from mutually agreeing to extend or decrease the time limits for processing the grievance at any step in the grievance procedure. The Employer and the Union further agree to give reasonable consideration to requests of either party for meetings to discuss a grievance pending at any step.

ARTICLE 30 - NO STRIKE CLAUSE

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

ARTICLE 31 - RESERVATION OF RIGHTS

A. 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:

1) to direct employees of the Employer;

2) to hire, promote, transfer, assign, and retain employees in positions in the Housing Authority of Gloucester County; and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;

3) to lay off employees from duty because of lack of work or for a lack of funding. If it is necessary to reduce personnel due to lack of work, temporary employees must be separated before permanent employees. Within the categories of permanent employees, the selection of employees to be retained shall be based on:

a. Seniority within the company and seniority within a position. This will include the right to bump to another position that you have worked in for at least one year.

b. Notice of a lay off shall be with a thirty (30) day notice prior to the beginning of the lay off.

c. Severance pay equal to one (1) week's pay for every two (2) years of service, with partial years prorated accordingly, for all employees separated from employment due to lay off.

4) to maintain efficiency of the Employer operations entrusted to them;

5) to take whatever action may be necessary to carry out the mission of the Employer in situations of emergency; and

6) to establish and enforce reasonable rules and regulations for department operations and conduct of personnel and maintenance of discipline.

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.

ARTICLE 32 - UNDERSTANDING OF PARTIES.

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, 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.

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.

It is understood that this Agreement is subject to the terms and conditions of any Annual Contributions Contract or Housing Assistance Payments Contracts between the Employer and the United States Department of Housing and Urban Development (HUD), contracts with State of New Jersey and contracts with individual landlords. 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 or funding by the State of New Jersey, that specific provision of this Agreement shall be deemed amended or nullified to conform with the law. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 33 - FULLY-BARGAINED AGREEMENT

The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of the Agreement except in accordance with Chapter 123 P.L. 1974.

Provisions of the Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

ARTICLE 34 - SEVERABILITY

In the event any federal or state law, or any determination having the force and effect of law, conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

ARTICLE 35 - PRIVACY AGREEMENT

In the event that the Employer deems it necessary to do a criminal check on a current permanent employee, Employer must give notice and reason to employee, and obtain a new signed release form from the employee.

IN WITNESS WHEREOF, the parties have caused their representatives to affix their signatures this _____ day of September 2019.

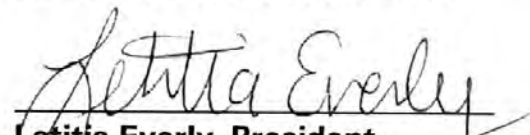
**FOR THE EMPLOYER, HOUSING
AUTHORITY OF GLOUCESTER
COUNTY:**

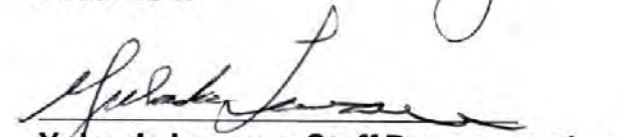

William W. Bain, Chairman


Kimberly Gober, Secretary

FOR THE UNION:


Steve Tully, Executive Director
AFSCME, District Council #63


Letitia Everly, President
Local 1847


Yolanda Lawson, Staff Representative