

RESOLUTION #17-96
RESOLUTION ADOPTING
HOUSING AUTHORITY OF GLOUCESTER COUNTY BUDGET
FISCAL YEAR: FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

WHEREAS, the Annual Budget and Capital Budget for the Housing Authority of Gloucester County for the fiscal year period beginning January 1, 2018 and ending December 31, 2018 has been presented before the Members of the Housing Authority of Gloucester County at its open public meeting of October 25, 2017 and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$20,698,208.00 Total Appropriations, including any Accumulated Deficit if any, of \$22,833,100.00 Total Fund Balance utilized of \$960,900.00; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$ 388,290.00, and Total Fund Balance planned to be utilized as funding thereof, of \$ -0-; and

WHEREAS, the schedules of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the renewal and replacement reserve or other means provided by law.

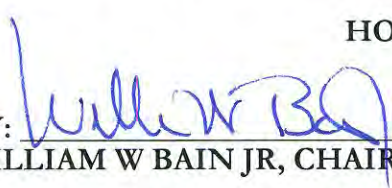
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County at a meeting held on October 25th, 2017 that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Housing Authority of Gloucester County for the fiscal year period beginning January 1, 2018 and ending December 31, 2018, is hereby approved; and

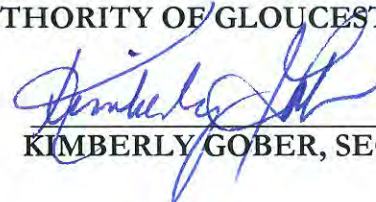
IT IS FURTHER RESOLVED that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants as stipulated in the said Housing Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

ADOPTED at a regular Meeting of the Housing Authority of Gloucester County, held on the 27th of December, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:


WILLIAM W BAIN JR, CHAIRMAN


KIMBERLY GOBER, SECRETARY

GOVERNING BODY RECORDED VOTE

MEMBER	AYE	NAY	ABSTAIN	ABSENT
WILLIAM W. BAIN, JR.	☒	☐	☐	☐
DANIEL B. REED	☒	☐	☐	☐
SCOTT H. KINTZING	☐	☐	☐	☒
BRENDEN GAROZZO	☐	☐	☐	☒
BETTY JANE PURNELL	☒	☐	☐	☐
FRANK SMITH	☐	☐	☐	☒
JOHN GIOVANNITTI	☒	☐	☐	☐

PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average **10 minutes per response**, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: The Housing Authority of Gloucester County PHA Code: NJ 204

PHA Fiscal Year Beginning: 2018 Board Resolution Number: #17-97

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

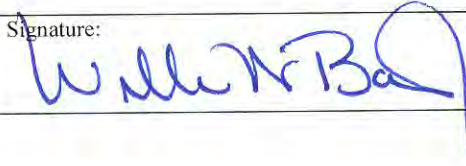
- ☒ Operating Budget approved by Board resolution on: 12/27/2017
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: William W. Bain, Jr.	Signature: 	Date: 12/27/2017
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RESOLUTION #17-98

GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A:5A-15 requires the governing body of each local authority to cause an annual audit of its accounts to be made, and

WHEREAS, the annual report of audit for the year 2016 has been completed and filed with the Housing Authority of Gloucester County pursuant to N.J.S.A. 40A:5A-15, and

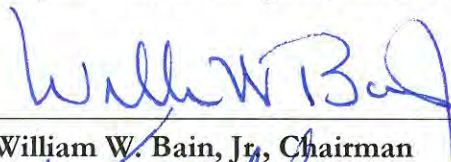
WHEREAS, N.J.S.A. 40A:5A-17 requires the governing body each authority to, within 45 days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual report of audit, and specifically the section entitled "Schedule of Findings and Questioned Costs" and has evidenced same by group affidavit in the form prescribed by the Local Finance Board, and

WHEREAS, the members of the governing body have received the annual report of audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit report entitled "Schedule of Findings and Questioned Costs", in accordance with N.J.S.A. 40A:5A-17,

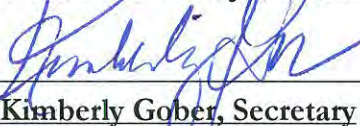
NOW THEREFORE BE IT RESOLVED, the governing body of the Housing Authority of Gloucester County Authority, County of Gloucester hereby certifies to the Local Finance Board of the State of New Jersey that each Board member has personally reviewed the annual report of audit for the year 2016 and specifically has reviewed the sections of the report of audit entitled "Schedule of Findings and Questioned Costs" and has evidenced same by group affidavit in the form prescribed by the Local Finance Board.

BE IT FURTHER RESOLVED, that the Secretary of the Authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this resolution.

It is hereby certified that this is a true copy of the Resolution adopted at the meeting held on December 27th, 2017



William W. Bain, Jr., Chairman



Kimberly Gober, Secretary

Dated: December 27th, 2017

LOCAL AUTHORITIES GROUP AFFIDAVIT FORM

PRESCRIBED BY THE NEW JERSEY LOCAL FINANCE BOARD

AUDIT REVIEW CERTIFICATE

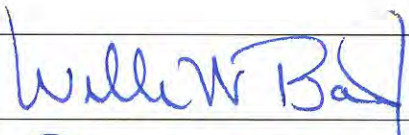
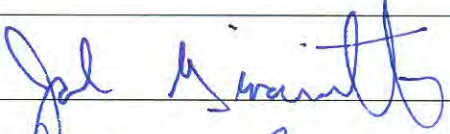
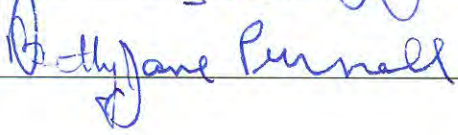
We, the members of the governing body of the Housing Authority of Gloucester County, in the County of Gloucester, being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed/elected members of the Housing Authority of Gloucester County, in the County of Gloucester.

2. We certify, pursuant to N.J.S.A. 40A:5A-17, that we have each reviewed the annual report of audit for the year 2016, and specifically the section of the report of audit entitled "Schedule of Findings and Questioned Costs."

Name

Signature

Chairman William W. Bain Jr.	
Vice Chairman Daniel Reed	
Commissioner Scott Kintzing	
Commissioner Frank Smith	
Commissioner Brendan Garozzo	
Commissioner John Giovannitti	
Commissioner BettyJane Purnell	

Sworn to and subscribed before me
this 27th of December, 2017

Notary Public of New Jersey
Stella T. Barnes

RESOLUTION #17-99

RESOLUTION AUTHORIZING AND APPROVING A
SECTION 3 COMPLIANCE AGREEMENT
BETWEEN
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AND
CONIFER REALTY, LLC
REGARDING
THE CAMP SALUTE PROJECT

WHEREAS, the Housing Authority of Gloucester County (HAGC) recognizes the dire need to provide low-income housing assistance for veterans, homeless veterans, and/or disabled veterans; and

WHEREAS, pursuant to Resolution #2015-54, authorizing and awarding the HAGC 19 Project Based Vouchers (PVB) for the Camp Salute Affordable Housing Project on July 22nd, 2015; and

WHEREAS, the Housing Authority of Gloucester County has previously entered into an Agreement/Commitment with Delsea Housing Associated Urban Renewal, LLC authorized pursuant to Resolution #2017-22 and approved on February 22nd, 2017; and

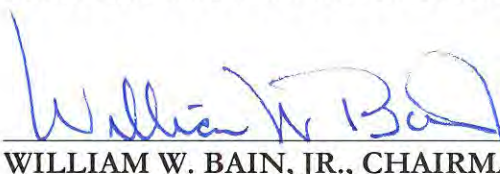
WHEREAS, this Agreement is in Compliance with 24 CFR 983.154 and all other applicable state of federal requirements; and

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 the attached Agreement with CONIFER REALTY, LLC regarding the Camp Salute Project.

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the said Agreement as well as any and all documents which may be necessary to effectuate the Agreement.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 27TH day of December, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: DECEMBER 27TH, 2017

SECTION 3 CONTRACTOR COMPLIANCE AGREEMENT HOUSING AUTHORITY OF GLOUCESTER COUNTY

The work to be performed in connection with the Project identified herein is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). Section 3 is applicable because the project is funded in part with Section 8 Project Based Vouchers.

The purpose of Section 3 is to ensure That employment and other economic opportunities generated by HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The Housing Authority of Gloucester County (HAGC) implementation of the Section 3 Program provides a mechanism that will enable HAGC to require and help its contractors, subcontractors, vendors and suppliers to provide employment, training, and business opportunities for public housing residents and residents and business concern located within the identified surrounding communities.

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor That does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All contractors or sub-contractors submitting bids or proposals as part of the **Camp Salute Apartment Project** are required to certify That they comply with the requirements of Section 3.

- **The minimum numerical goal for employment:** At least 30 percent of the aggregate number of new hires in any fiscal year shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.
- **The minimum goals for construction contracting are:** At least ten percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses. In addition it is the minimum goal that at least 20% of the total dollar amount of the Section 3 covered contracts shall be awarded to local businesses, Section 3 or otherwise, which are located in the County of Gloucester.
- **The minimum goals for the purchase of materials and supplies are:** at least twenty percent (20%) of the total dollar amount of all Section 3 covered contracts for the materials and supplies required under the contract for maintenance, repair, modernization or development arising in connection with the project, shall be awarded to Section 3 suppliers.

- **The minimum goals for non-construction contracting are:** At least three 3 percent of the total dollar amount of all other Section 3 covered contracts, shall be awarded to Section 3 businesses.

Any and all contractors, sub-contractors, professional service providers, venders, etc as part of its proposal will supply a completed Compliance Agreement which identifies the vacant positions That need to be filled and the sub-contracting and material and supply needs That will be needed if it is given a contract for work on this project. The HAGC may but is not obligated to make appropriate referrals so to assist firms in reaching the established Section 3 goals.

The Compliance Agreement is a required section or addendum to each project, construction and sub-contractor contract of the specified project. The Contractor is the recipient of the funds being paid for the services listed in the contract and the Prime Recipient is the entity issuing the contract for which this Compliance Agreement is apart. For this Section 3 Contractor Compliance Agreement the the parties are as follows:

Prime Recipient: **Housing Authority of Gloucester County**

Developer: **Conifer Reality, LLC**

INTRODUCTION

This Section 3 Contractor Compliance Agreement is entered into to delineate the methods necessary to meet the Section 3, Resident Hiring and Contracting goals established by the Housing Authority of Gloucester County (HAGC).

Conifer Reality, LLC/ Conifer LeChase Construction Services, LLC. (Name of Developer/Contractor) shall undertake the development/project of

Camp Salute Apartments (Name of Development/Project), Clayton Borough, Gloucester County, New Jersey.

The development/project will be implemented in **one** (Number of Phases) phases over a **18 month period** (Time Period) and will consist of **75**.

PREFERENCES

A. Preference for Section 3 residents in training and employment opportunities

Recipients, Contractors and sub-contractors shall direct their efforts to provide training and employment opportunities generated from the above Section 3 covered assistance to Section 3 residents in following order of priority:

1. Category 1 residents – **Residents living in properties owned by the HAGC or residents receiving housing assistance through the HAGC Section 8 program. Note: if applicable residents of the effective site will be referred first and then the remaining HAGC residents as stated in policy.**
2. Category 2 residents - Participants in U.S Departments of Housing and Urban Development and Labor, as well as New Jersey funded apprentice and pre-apprentice programs (i.e. Youth Build), being carried out in the Gloucester County area.
3. Category 3 residents – Low- income residents of Gloucester County.
4. Category 4 residents – Low- income residents of Gloucester County.

B. Section 3 Business Concern:

1. A business That is 51 percent or more owned by residents living in properties owned by the HAGC or owned by residents receiving housing assistance through the HAGC Section 8 program.; or
2. A business whose permanent, full-time employees include at least 30% current Section 3 residents (or are within three years of the date of first employment as a Section 3 resident); or
3. A business that provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to businesses that meet the qualification described above.

CERTIFICATION OF ADHERENCE TO SECTION 3 CLAUSES

Please read each clause carefully, and initial on the line following each clause, then complete and sign at the bottom. As a recipient of a Section 3 covered contract you, the Prime Recipient, Contractor, Sub-contractor understand the obligations of a Section 3 covered contract and certify to the following:

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. _____

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. _____

Note; all business concerns claiming Section 3 status need to be certified by the Housing Authority of Gloucester County as a Section 3 Business Concern.

- A. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Additionally, in accordance with HUD requirements, all laborers and mechanics employed on construction and rehabilitation work assisted under the contract shall be paid Davis-Bacon prevailing wage rates. _____
- B. The Contractor agrees to include the **Section 3 Clause** in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 clause, upon a finding That the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. _____

This form of Section 3, Contractor Compliance Agreement shall be made part of each sub-contract entered into by the Contractor. _____

- C. The contractor will provide workforce projections by notifying the Prime Recipient of all vacant and projected positions (prior to the execution of the contract, prior to the commencement of work and during the term of the contract) that needs filling. The Contractor will submit a list of all current employees. Contractor will be required to submit workforce projections form (Attachment A.). In furtherance of 24 CFR part 135 and Subtitle A, et al: Economic Opportunities for Low Income Persons; Interim, the Prime Contractor will apportion appropriate responsibility to its sub-contractors and vendors in order to attain and maintain compliance with existing HAGC Section 3 policies and procedures. The Contractor will make all efforts to hire qualified Section 3 Applicants and will provide documentation as to said efforts. If the contractor does not hire a Section 3 applicant that applied for the position said contractor will, within three (3) days of the decision, provide in writing to the Prime Recipient the reason(s) the applicant was not hired. _____

If a Section 3, New Hire has their employment terminated during the contract period, the Contractor shall notify the Prime Recipient within 3 days. _____

- D. The Contractor will notify the Prime Recipient of all sub-contractors (trades/services/supplies) That are needed under the contract prior to solicitation and or award of the sub-contracts (see attached Form (F) Section 3 Business Opportunities Form. The Housing Authority will refer Section 3 Business Concerns to the Contractor. The Contractor will include these business concerns, as well as, any other Section 3 Business Concern that it identified and had certified by the HAGC in the solicitation of bids and or proposals. If a referred Section 3 Contractor is not awarded a contract, the Contractor must notify the Prime Recipient and the HAGC in writing within 3 days of the decision, the reason for not awarding the contract to said Section 3 referral (see attached Form (E). Business Referral Outcome Form). The Contractor will not enter into any sub-contract without first completing the process described in this paragraph D. herein. Verifying completion of this process will be deemed compliance with this agreement for the applicable portion of the contract. _____
- E. The Contractor will review the project schedule and compile the information provided by each subcontractor on a spreadsheet, which will be forwarded to the Prime Recipient/HAGC for use in procuring qualified individuals for the position(s) as they are needed. Additionally, a hiring schedule will be prepared in bar chart form, showing the anticipated timing that the Prime Recipient requires for referrals. A revised schedule will be forwarded to the Prime Recipient monthly, reflecting changes in projected new hires, changes due to weather delays, and work stoppages outside the contractor's control.

- F. The Contractor must complete the forms included in the bid packets and are further required to submit monthly reports of all payments made to Section 3 subcontractors. If no payment is made in a given month, it must be noted and discussed with the Prime Recipient or HAGC. _____
- G. In the event That the Contractor fails to meet these minimum numerical requirements, the Contractor must demonstrate in writing why it was not feasible to meet the numerical requirements, including actions taken and any impediments encountered as well as other economic opportunities that were provided in the absence of meeting the requirement.

- H. Reporting Requirements: The Contractor and all subcontractors are required to submit Section 3 accomplishments to the Prime Recipient on the attached **HAGC Monthly Tracking Report – New Hires (Section 3 Hires) Form (B)** and **HAGC Contractor Log-Business Utilization (C)**. Said forms with back-up documentation shall be submitted to the Housing Authority every month. Per the specifications, the Contractor will provide Prime Recipient Section 3 monthly status reports That will include: all subcontractor's efforts to comply with Section 3 hiring by requesting monthly updates cataloging new hires, Section 3 hires, reasons for not hiring a Section 3 resident, etc. During the commitment period of the contract, the Contractor must provide the Prime Recipient with copies of the weekly payroll for each Section 3 hire or apprentice. _____

Reporting Requirements: Contractors are required to submit Section 3 accomplishments to the Prime Recipient on form HUD 60002 (Attachment D). The HAGC is required to report accomplishments on form HUD 60002 to the HUD. The Section 3 report is to be submitted to the HAGC no later than December 1st of each year or within ten (10) days of project phase completion, whichever is earlier. Note: the Contractor must report the information required by HUD at such time it is due. _____

- I. Contractors must differentiate between labor and non-labor (materials and supplies) dollars so That the amount of Section 3 dollars to be expended can be determined. This must be completed within five (5) days after the execution of the contract. Contracts for the purchase of supplies and materials do not count toward the Section 3 contracting goals except in the case where a contract with a Section 3 company for materials and supplies includes the installation of the materials and supplies. For example, a contract with a Section 3 company for the purchase and installation of a furnace would be counted toward the Section 3 contracting goals (i.e., the installation of the furnace). Furthermore, the total value of contracts (including labor and materials) with Section 3 companies counts toward the Section 3 contracting goals when the Section 3 company is contracted to supply both labor and materials. For example, in the case of a contract with a Section 3 company for the installation of drywall, the total contract value (including labor and materials) would count toward the Section 3 contracting goals when the Section 3 company is responsible for purchasing and installing the materials. If the Section 3 company is only contracted to provide labor then the cost of materials do not count toward the Section 3 contracting goals. _____
- J. Contractors can refer to the attached Form G. (Steps to follow Certification of Adherences, and/or contact the HAGC for assistance in staying compliant with this Compliance Agreement.

COMPLIANCE PROCEDURES

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Conifer LeChase Construction Services, LLC. (Name of Contractor), and all subcontractors for the **Development**/Modernization (underline one) of **Camp Salute Apartments** (Name of Development/Project) will provide opportunities for employment and training of low- and very low-income residents (Section 3). The Contractor is responsible for compliance with this Section 3 plan, whether the work is self-performed or subcontracted.

In the absence of evidence to the contrary, meeting the numerical goals set forth and complying with all terms and conditions in this Compliance Agreement shall be deemed compliance with the requirements of Section 3. If the Contractor does not achieve the numerical goals, the Contractor must demonstrate in writing why it was not feasible to meet the numerical goals.

Such justification may include impediments encountered despite actions taken. The Contractor may demonstrate compliance with Section 3 by implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance; notifying potential contractors for Section 3 covered projects of the requirements of Section 3, and incorporating the Section 3 clause in all solicitations and contracts, facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking other activities as appropriate, to reach the goals set forth in this Compliance Agreement, and providing other economic opportunities to Section 3 residents and Section 3 businesses as set forth in Section 3. All such activities shall be documented in the reports submitted to the Prime Recipient, copies of which shall be submitted to the HAGC.

If the Contractor follows the procedures outlined in this Compliance Agreement and meet the Section 3 hiring and/or contracting goals the Contractor will be determined to be compliant. If however, the Prime Recipient/HAGC determines that the Contractor is non-compliant, the Prime Recipient/HAGC shall serve written notice of its determination of non-compliance on Contractor or its representatives. The Contractor shall be responsible for notifying any subcontractor or supplier who is not in compliance.

a. Corrective Plans — upon written notice of the Prime Recipient/HAGC, the Contractor agrees to meet with the Prime Recipient/HAGC within three (3) working days of the written notice in order to determine a plan for correcting the deficiencies and determining the time period within which such remedy shall be affected (Agreed Plan).

b. If a remedy is not agreed upon within three (3) days of the written notice, the Prime Recipient/HAGC shall prescribe the remedy (Prescribed Plan) by which deficiencies shall be corrected and notify the Contractor in writing of such determination.

The Contractor is ultimately responsible for all sub-contractor's adherence to this Contractor Compliance Agreement. Noncompliance of a sub-contractor shall be considered noncompliance of the Contractor.

SANCTIONS

If the Contractor does not implement the Agreed Plan or the Prescribed Plan to correct the deficiencies in the manner prescribed within seven- (7) calendar days of the written notice, the Prime Recipient/HAGC may impose the following sanctions:

1. Withholding payments on contracts; and/or
2. Stopping work under the Contractors Contract until Contractor is in compliance; and/or
3. Canceling and suspending contracts including but not limited to the Section 8 AHAP and HAP agreements; and/or

4. Placing the Contractor and selected subcontractors on list of contractors who failed to comply with the HAGC's Section 3 requirements.

REIMBURSEMENT OF HAGC EXPENSES

Conifer Reality, LLC acknowledges and agrees that the HAGC is required to monitor and insure compliance with HUD's Section 3 and Davis Bacon regulations for this Project. As such, Conifer Reality, LLC shall reimburse the HAGC for HAGC's out of pocket expenses, including but not limited to outside professional consultation fees, outside legal fees, and in-house staff time, associated directly with this Project, including expenses incurred by HAGC prior to the date of this Compliance Agreement.

The HAGC shall provide a monthly statement as to the reimbursement of expenses which shall include copies of each invoice submitted by outside firms and an invoice from the HAGC which shall identify staff members, tasks, hours worked, and rates. Conifer Reality, LLC shall reimburse the HAGC within thirty (30) days of the receipt of the monthly statement. The first monthly statement submitted by the HAGC shall include all reimbursable expenses incurred by the HAGC prior to the date of this Compliance Agreement. In the event that Conifer Realty, LLC fails to pay reimbursable expenses as provided herein, the HAGC, in the HAGC's sole discretion, may impose sanctions pursuant to this Compliance Agreement.

Attached as attachment H. is a rate sheet for HAGC staff and outside professionals.

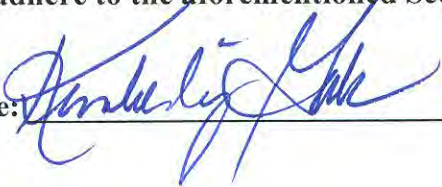
I/We **THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**
(Name of Contractor Business)

located at (address of Contractor Business)

Street: **100 POP MOYLAN BLVD** City: **DEPTFORD NJ 08096**

State: **NEW JERSEY** Zip: **08096**

agree to adhere to the aforementioned Section 3 clause.

Signature: 

Date: **DECEMBER 27, 2017**

Title of Signatory: **KIMBERLY GOBER, EXECUTIVE DIRECTOR**

ATTACHMENTS

Please insert accompanying attachments as indicated

A) Baseline Section 3 Hiring Plan & Employment Report (A) - Excel File

B) Monthly Tracking Report – New Hires (B) - Excel File

C) Contract Log (C) - Excel File

Form HUD-90002 (8-2001)
Rev 24 CFR 1.95

**E) HOUSING AUTHORITY OF THE COUNTY OF GLOUCESTER
SECTION 3 BUSINESS REFERRAL OUTCOME FORM**

Date: _____

_____ (Contractor) received a referral of a Section 3 Business concern, _____, pursuant to the Housing Authority of the County of Gloucester Section 3 Contractor Compliance Agreement. The Contractor after receiving the referral first contacted the Section 3 Business by _____ phone, _____ email, _____ U.S. Postal Service, _____ Other (_____) on _____, 2017. The Section 3 Business responded on _____, 2017. The referral was made for the following service _____ as part of the **The Camp Salute Apartments Project**. The Aforementioned Section 3 Business has been rejected for this sub-contract opportunity for the following:

- _____ Inadequate Insurance without the ability to obtain adequate insurance.
- _____ Does not have proper bonding capacity.
- _____ Pricing is too high
- _____ Did not submit proposal.
- _____ Does not have the capacity to complete the job pursuant to the approved project schedule.
- _____ Lacks proper skill level for the scope of work.
- _____ Other

➤ Please provide supporting detail as to the reason(s) identified above (use reverse if necessary):

Contractor _____ will/ _____ will not refer this Section 3 Business to the Sub-contractor that will receive the contract associated with this referral.

I hereby certify that the information provided above is accurate. I acknowledge that any false statements made knowingly and willfully may subject me to penalties under Section 1001 and 1010 of Title 18 of the United States Code. (Criminal Code and Criminal Procedure, 72 Stat. 967)

Representative of Contractor (Print)

Signature

**F) HOUSING AUTHORITY OF GLOUCESTER COUNTY SECTION 3
(SUBCONTRACTING) BUSINESS OPPORTUNITIES FORM (F)**

Project Name: _____

Name of Prime Contractor: _____

Phone _____ Email _____

Total Dollar Amount of Contract: _____

	Trade / Service / Materials (Subcontractors needed)	Estimated Contract Amount	Estimated Award Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Contractor must notify Prime Recipient of all sub-contractors That are needed prior to solicitation and award of said sub-contractor prior to Contractors' notice to proceed under this contract as well as any sub-contracting needs That arise during this contract.

Authorized Signature: _____ Date: _____

G). Steps to Follow Certification of Adherences

Front end	During term	Close out
• Notice to Labor Organization if applicable. See (A) • Notify Prime of vacant positions and project needs for hires. Provide current workforce information. Attachment A. See (C) (E) (G) • Notify Prime of sub-contractor needs. See (D) • Upon entering contracts with subs provide total hiring needs and schedule. See (F) • Differentiate between labor and non-labor dollars. See (J) • If any Section 3 referral is not hired or sub-contracted with , provide in writing the reasons. See (C) (D) • Each sub-contract entered into will include Compliance Agreement/Section 3 Clause. See (B)	• Notify Prime of any positions that need to be filled. See (C) • Notify Prime if Section 3 Hire is terminated. See (C) • Notify Prime of any need for additional subs. See (D) • Revise hiring schedule if needed. See (F) • Provide updated montly tracking forms, attachments B. and C. See (I) • Monthly report of all payments made to Section 3 sub-contractors. See (G) • If any Section 3 refferal is not hired or sub-contracted with , provide in writing the reasons. See (C) (D) • If Section 3 numerical goals are not met, must demonstrate in writing why it was not feasible. See (H) • Each sub-contract entered into will include Compliance Agreement/Section 3 Clause. See (B)	• Submit Section 3 Acommplishments on form HUD 60002 (Attachment D) within 10 days of completing contract or December 1, whichever comes first. See (I) • If Section 3 numerical goals are not met, must demonstrate in writing why it was not feasible. See (H)

Attachment H: Rate Sheet for outside professionals and HAGC staff

RESOLUTION # 17-100

RESOLUTION AUTHORIZING CONTRACTS WITH APPROVED STATE
CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO

N.J.S.A. 40a:11-12a

NASPO VALUEPOINT COMPUTER MO483

WHEREAS, the Housing Authority of Gloucester County, pursuant to NJSA40A:11-12a and NJAC 5:34-7.29(c) may by resolution and without advertising for bids, purchase any goods or services under the State of NJ Cooperative Purchasing Program for State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Authority has the need on a timely basis to purchase goods or services utilizing State contracts and in particular Computers and Accessories; and

WHEREAS, the Authority intends to enter into such contract with the NASPO VALUEPOINT COMPUTERS MO483 as well as additional Vendors and Dealers associated with the contractor, through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts and New Jersey law;

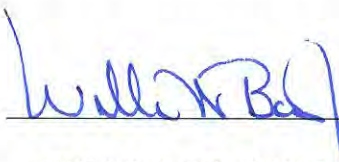
WHEREAS, the expected expenditures are expected to exceed \$17,500 but should not exceed \$20,000.00

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizing the Purchasing Agent to purchase certain goods or services from those approved State contracts, pursuant to all conditions of the individual contracts and;

BE IT FURTHER RESOLVED, that the governing body of the Housing Authority of Gloucester County, pursuant to N.J.A.C.5:30-5.5(b), after inquiring about the availability of funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Executive Director.

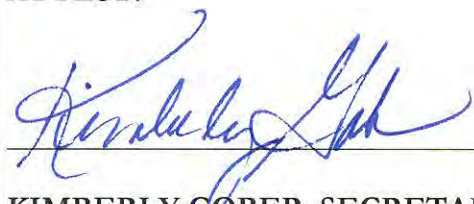
ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 27TH day of December, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: DECEMBER 27TH, 2017

RESOLUTION # 17-101

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES
CME ASSOCIATES**

WHEREAS, the Housing Authority of Gloucester County finds an essential need for a Professional Engineer to find a solution to mitigate the water seepage issue at Deptford Park Apartments; and

WHEREAS, the Housing Authority of the Gloucester County has solicited proposals from three (3) Engineering firms; and

WHEREAS, the Housing Authority of Gloucester County has received and reviewed, rated and ranked the proposals received; and

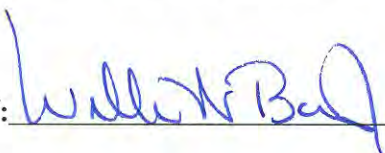
WHEREAS, the most advantageous proposal for such services is with CME ASSOCIATES ; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the contract proposal with CME ASSOCIATES be and is hereby accepted and approved; and

BE IT FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute a contract for Engineering Services, in accordance with the quote received and the proposal tabulation attached hereto for the contract amount of \$7500.00 subject to receipt of required documentation and check of references.

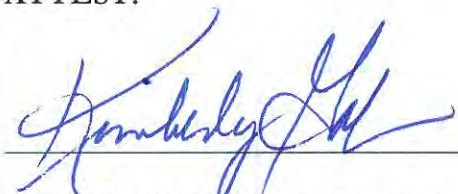
ADOPTED at the Regular Meeting of the Housing Authority of Gloucester County, held on December 27th, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____

WILLIAM W. BAIN, JR, CHAIRMAN

ATTEST:

_____

KIMBERLY GOBER, SECRETARY
DATED: DECEMBER 27, 2017

RESOLUTION #17-102

**RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT AWARDED
TO
BLACK HORSE PIKE PLUMBING**

PURSUANT TO N.J.S.A. 40A:11 EMERGENCY REPAIRS

WHEREAS, the Housing Authority of Gloucester County (HAGC) awarded an emergency contract pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-6 , to **BLACK HORSE PIKE PLUMBING** ("Contractor") to repair pipe at 680 Montclair Avenue in Oak Valley section of Deptford Township, one of HAGC's scattered site properties; and

WHEREAS, the Township of Deptford deemed this situation a safety hazard which needed to be resolved immediately; and

WHEREAS, the HAGC purchasing technician was notified of the need for the performance of a contract for the repair of pipe and the nature of the emergency, the time of its occurrence and the need for invoking N.J.S.A. 40A:11-6; and such notification to the purchasing agent shall be reduced to writing and filed with the purchasing technician as soon as practicable; and

WHEREAS, the HAGC purchasing technician was satisfied that an emergency did exist and N.J.S.A. 40A:11-6(a) authorizes the purchasing agent to award a contract for such purposes as may be necessary to respond to emergent needs; and

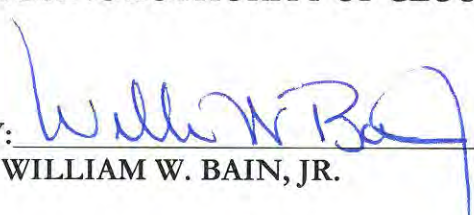
WHEREAS, under the State of New Jersey's "Pay to Play" laws and Housing Authority Finance Department directives, prior to contract for goods or services awarded pursuant to a nonfair and open process reaching an aggregate of \$17,500 during a calendar year that the vendor is required to complete the "Pay to Play" forms. These forms have been filled out and returned by the vendor and are attached to this resolution; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6(b), the Board of Commissioners is permitted to take such action as shall be required to provide for the payment of an emergency contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of HAGC that the emergency contract for the repair of piping as discussed herein is hereby ratified and that the payment due to the Contractor under the terms of the emergency contract is hereby approved.

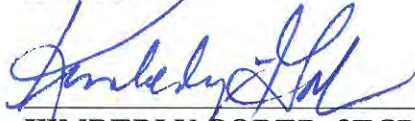
ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 27TH DAY OF DECEMBER, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR.

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: DECEMBER 27, 2017

RESOLUTION #17-103

**RESOLUTION AUTHORIZING A DATA BACKUP
AND RECOVERY PROCEDURE POLICY**

HOUSING AUTHORITY OF GLOUCESTER COUNTY

WHEREAS, the Housing Authority of Gloucester County finds it critical to establish a Data Backup and Recovery Procedure Policy; and

WHEREAS, the Housing Authority of Gloucester County's objectives of this policy are as follows:

1. Safeguard Information and Assets of the HAGC.
2. Prevent loss of data in the case of an accidental deletion or corruption of data, system failure, or disaster.
3. Permit a timely restoration of information and business processes, should such events occur.
4. Secure backup and restoration processes and the media employed in the process

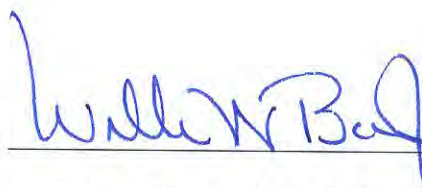
WHEREAS, The HAGC MIS director has drafted and thereby approved the Data Backup and Recovery Procedure Policy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Data Backup and Recovery Procedure Policy attached be and is hereby approved.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 27TH day of December, 2017.

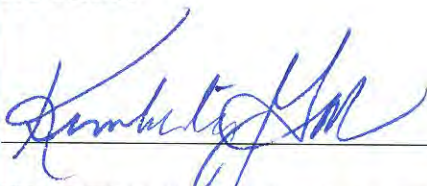
HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____



WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: DECEMBER 27TH, 2017



**The Housing Authority of
Gloucester County**

Data Backup & Recovery Procedure

**Policy dated:
11-21-2017**

Data Backup and Recovery Procedure

11/21/17

Purpose and Scope

- The purpose of this policy is as follows:
 - To safeguard the information assets of HAGC
 - To prevent the loss of data in the case of an accidental deletion or corruption of data, system failure, or disaster.
 - To permit timely restoration of information and business processes, should such events occur.
 - To manage and secure backup and restoration processes and the media employed in the process.
- This policy applies to all servers in the MIS Server room including the external network storage arrays.
- The retention periods of information contained within system level backups are designed for recoverability and provide a point-in-time snapshot of information as it existed during the time period defined by system backup policies.
 - Backup retention periods are in contrast to retention periods defined by legal or business requirements.
 - System backups are not meant for the following purposes:
 - Archiving data for future reference.
 - Maintaining a versioned history of data.

Policy

- **Systems will be backed up according to the schedule below:**

- Housing software DB on the Servers will be regularly backed up as follows:
 - Full backup daily (Mon.-Fri; schedule 8pm-10pm) and data located off-site.
- Exchange Mailbox stores will be regularly backed up as follows:
 - Full backup daily (Mon.-Fri; schedule 6pm-8pm) and data located off-site
- Windows Servers (user files) will be regularly backed up as follows:
 - Full backup daily (Mon.-Fri; schedule 8pm-10pm) and data stored off-site.
- All backups are available for 30 days before overwrite at off-site facility provided by a 3rd party provider (part of the disaster recovery procedure)
- The Telephone system servers are backed up by Max Communications as part of system extended warranty which ends on 09/2020

- **Media will be retired and disposed of as described below:**

- Prior to retirement and disposal, MIS director will ensure that:
 - The media no longer contains active backup images
 - The media's current or former contents cannot be read or recovered by an unauthorized party.
- With all backup media, MIS will ensure the physical destruction of media prior to disposal.

- **Backups will be verified periodically.**

- On a daily basis, logged information generated from each backup job will be reviewed for the following purposes:
 - To check for and correct errors.
 - To monitor the duration of the backup job.
 - To optimize backup performance where possible.
- MIS will identify problems and take corrective action to reduce any risks associated with failed backups.

- Random test restores will be done once a week in order to verify that backups have been successful.
- **Power failure.**
 - In an event of a power failure on-site during the backup hours the uninterrupted power supplies will keep the servers on for about 30min.
 - MIS Director will identify failed jobs and run unscheduled backups to make sure all data is backed up properly.
- **Data Recovery**
 - In the event of a catastrophic system failure, off-site backed up data will be made available to users within 3 working days if the destroyed network equipment has been replaced by that time and IE service is been restored .
 - In the event of a non-catastrophic system failure or user error, off-site backed up data will be made available to users within 1 working day.
- **Restoration Requests**
 - In the event of accidental deletion or corruption of information, requests for restoration of information will be made to helpdesk@hagc.org

Responsibilities

- | | |
|-----------------------------|--------------|
| ● Backups and Date Recovery | MIS Director |
| ● Telephone System Backups | MIS Director |
| ● Verification | MIS Director |

RESOLUTION #17-104

RESOLUTION AUTHORIZING REVISED PERSONNEL POLICY

HOUSING AUTHORITY OF GLOUCESTER COUNTY

WHEREAS, the Housing Authority of Gloucester County has consistently administered its Personnel Policy in an efficient manner; and

WHEREAS, the Housing Authority of Gloucester County is desirous of meeting all federal, state and local requirements in its Personnel Policy; and

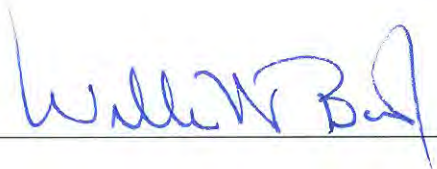
WHEREAS, the Housing Authority of Gloucester County has reviewed its Personnel Policy and determined the changes attached hereto and made a part hereof should be adopted so as to insure conformity.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Personnel Policy attached hereto and made a part hereof be and hereby is approved; and

IT IS FURTHER RESOLVED that the Executive Director is hereby directed to file a copy of the Personnel Policy with the Department of Housing and Urban Development as part of the submission of an Agency/Annual Plan.

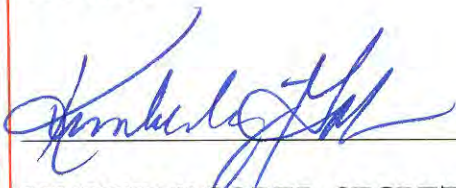
ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 27TH day of December, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: DECEMBER 27TH, 2017



Housing Authority of Gloucester County Personnel and Travel Policy

Prepared By

Document Owner(s)

HAGC

Project/Organization Role

Personnel and Travel

Employment Manual Version Control

Version	Date	Author	Change Description
3.0	10/1999	S. Hudman, ED	Original
3.1	03/2011	D. Carter, HR	Revision – Update Policies
3.2	4/2016	E. Ortiz, HR J. Laine, Admin.	Revision – Update Policies
3.3	12/2017	E. Ortiz, HR J. Laine, Admin.	Revision – Update Policies

Note The content of a manual does not constitute nor should it be construed as a promise of employment or as a contract between the Housing Authority of Gloucester County and any of its employees.

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1. INTRODUCTION

This Personnel and Travel Policy shall become effective immediately upon adoption by the governing body of the Housing Authority of Gloucester County ("HAGC"), in the County of Gloucester, State of New Jersey. The provisions of this Personnel and Travel Policy ("Policy") as hereinafter set forth shall remain in effect until such time as it may be rescinded, modified, or altered, in whole or in part, by resolution of the governing body of HAGC. In the event that any of the provisions hereinafter contained shall contravene or be at variance with Federal or State of New Jersey laws, statutes, or regulations as they may pertain to housing authorities in the State of New Jersey, such provisions shall be considered null and void. The appropriate laws, statutes, or regulations shall supersede and apply.

This Policy is intended to apply to the Union and non-Union employees of HAGC. HAGC recognizes that its relationship with its Union employees is also governed by the terms of the negotiated contract between HAGC and the employees' Union. This Policy and the Union contract remain separate and distinct documents. In circumstances that are not covered by the Union contract this Policy will take precedence for Union employees.

EMPLOYMENT AT WILL

This policy is not intended to constitute an expressed or implied contract between HAGC and the employee or a guarantee of the benefits or policies stated in it.

All HAGC employees are at-will. This means that all employees may be terminated at any time and for any reason, with or without advance notice. Employees are also free to quit at any time. Any employment relationship other than at-will must be expressly set out in writing and signed by HAGC's Executive Director. No one other than the Executive Director has the authority to issue an agreement for employment, and oral or written statements to the contrary are expressly disavowed.

1.1 Welcome

You and HAGC have made an important decision: HAGC has decided you can contribute to our success, and you've decided that HAGC is the organization where you can pursue your career productively and enjoyably.

As you will quickly discover, our success is based on delivering high-quality services and providing unsurpassed customer service. How do we do it? By working very hard, thinking about our clients' needs, and doing whatever it takes. We do it by treating each other and clients/tenants with respect. We do it by acting as a team.

The mission of HAGC is to provide quality affordable housing opportunities to those not served adequately by private/unsubsidized organizations in Gloucester County.

Should you have any questions concerning this Policy, your employment or benefits, please discuss them with the Human Resource Administrator. The Executive Director shall have primary responsibility of enforcement of the provisions of this Policy.

1.2 Changes in Policy

This Policy replaces all previous personnel policies and supersedes all earlier oral and written materials about Company policies and procedures. HAGC reserves the right to change, add, or delete benefits and policies as necessary and without prior notice to the employees. The policies and procedures described are periodically reviewed. It is necessary that you read this Policy and refer to it often.

2 DEFINITIONS

The following terms shall be defined as indicated for the purpose of this Personnel Policy:

HAGC	The Housing Authority of Gloucester County
Chairman	Chairman of the Board of Commissioners of the Housing Authority of Gloucester County
Commissioner	Commissioner of the Housing Authority of Gloucester County
Secretary or Executive Director	Secretary or Executive Director of the Housing Authority of Gloucester County
Year	The 12-month period of employment commencing with the inception of employment or anniversary of that inception.

2.1 Employment Classification

Regular Full Time	Shall be an employee who: a) Has performed regularly assigned duties satisfactorily for 90 calendar days and satisfied the requirements of the employment probationary period; b) Has been employed to fill a position which has been created as a regular position; and c) Has been employed to fill a position with regularly scheduled duties of *32 hours per week or more. (*This applies to hours worked by an employee hired after May 21, 2010. Employees hired prior to May 21, 2010 must work 20 hours per week or more.)
Regular Part Time	Shall be an employee who: a) Has performed regularly assigned duties satisfactorily for 90 calendar days and satisfied the requirements of the employment probationary period; b) Works fewer than 32 hours per week in regularly scheduled duties; and c) Is working in a position that has been created as a regular position subject to budgetary limitations. (*This applies to hours worked by an employee enrolled after May 21, 2010. Employees hired prior to May 21, 2010 must work fewer than 20 hours per week.)
Temporary Employee	Shall be an employee who: a) Has been employed by HAGC for fewer than 90 calendar days; or

- b) Has been employed to fill a position which has been created for a limited time only; or
- c) Has been employed to fill a position with regularly scheduled duties of 32 hours per week or more or fewer; or
- d) May be working in a seasonal position for a period not to exceed six months; or
- e) Has been employed to work an irregular schedule to fill in during the temporary absence of another employee.

2.2 Benefit Eligibility

Eligibility for Benefits	Employees who are classified as having been employed by HAGC for 60 calendar days in a position classified as regular full time, or regular part time shall be eligible for all applicable benefit programs offered by HAGC. Medical, dental and vision benefits become available on the 1 st day of the month following the completion of the 60 calendar days. Those temporary employees who perform duties in positions classified as seasonal in nature or temporary with a pre-determined sunset date shall not be eligible for benefits.
Benefits	Benefits are those insurances and programs mandated by statute and those benefits comparable to benefits offered to regular full time Union employees of the Authority, subject to Authority budgetary restrictions.
Apportionment for PTO Leave Benefits	Regular Full Time and Regular Part Time employees shall be eligible for leave benefits on an accrual basis commensurate with hours worked per week as compared to a full work week of forty (40) hours, as applicable.

3 Anti Discrimination & Harassment

3.1 Equal Employment Opportunity Policy

HAGC is committed to the principles of equal employment opportunity and antidiscrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act. Under no circumstances will HAGC discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affection or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States armed forces, gender identity or expression, pregnancy, pregnancy related medical conditions, childbirth. and/or any other characteristic protected by law.

Decisions regarding the hiring, promotion, transfer, demotion or termination are based on the qualifications and performance of the employee or prospective employee and will be made without unlawfully discriminating on any prohibited basis.

3.2 Americans with Disabilities Act Policy/ New Jersey Pregnant Workers Fairness Act

HAGC will not discriminate against any employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability pregnancy, childbirth or pregnancy related medical condition. HAGC is committed to complying with the ADA Amendments Act of 2008, the Americans with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973, the New Jersey Law Against Discrimination, as amended by the New Jersey Pregnant Worker's Fairness Act, as applicable. HAGC recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should contact your supervisor or the Human Resource Administrator to provide a doctor's certification of disability and discuss reasonable accommodations that may enable you to perform the essential functions of your job. Once on notice of an employee's disability and a reasonable accommodation is requested, Human Resources shall engage in an interactive dialogue with disabled or pregnant employee/prospective employee to identify reasonable accommodations. HAGC is not required to provide an accommodation that could cause HAGC an undue hardship as defined by law. Undue hardship refers not only to financial difficulty, but to reasonable accommodations that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature or operation of the business. HAGC will assess on a case-by-case basis whether a particular reasonable accommodation would cause undue hardship.

The Americans with Disabilities Act defines "disability" as: (1) a physical or mental impairment that substantially limits one or more of the major life activities of such individual; (2) a record of such an impairment; or (3) being regarded as having such an impairment. "Major life activities" include, but may not be limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

HAGC encourages employees with contagious diseases or life threatening illness to continue their normal pursuits, including work, to the fullest extent allowed by their condition. HAGC will provide reasonable accommodations to known physical and mental limitations provided that the individual is otherwise qualified to safely perform the essential functions of the job and the accommodation is not an undue hardship as defined above.

3.3 Policy Prohibiting Harassment and Discrimination

HAGC is committed to maintaining an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy.

A. Prohibited Behavior

HAGC does not and will not tolerate any type of discrimination or harassment of our employees, applicants for employment, vendors, clients or residents. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical

conduct relating to a person's gender (including pregnancy), race, color, religion, national origin, age, disability, military status, domestic partnership status, creed, ancestry, marital status, affectional or sexual orientation, genetic information, nationality, atypical hereditary cellular or blood trait, refusal to submit to a genetic test or make available the results of a genetic test, civil union status, gender identity or expression, or any other protected category under federal, state or local law, that unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

Sexually harassing behavior in particular includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when:

- Submission to such conduct is made an explicit or implicit condition of employment;
- Submission or rejection of such conduct is used as the basis for employment decisions;
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Such conduct creates an intimidating, hostile or offensive working environment.

The types of conduct covered by this policy include: demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or a threat concerning employment.

Specifically, it includes, but is not limited to, sexual behavior such as:

- repeated sexual flirtations, advances or propositions;
- continued and repeated verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about an employee's appearance or displaying sexually suggestive objects or pictures including cartoons and vulgar e-mail messages; and
- any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by nonemployees conducting business with HAGC, regardless of gender.

B. Harassment by Nonemployees

HAGC will also endeavor to protect employees, to the extent possible, from reported harassment by nonemployees in the workplace, including customers, clients and vendors.

C. Complaint Procedure and Investigation

All employees are obligated to report acts of harassment to their Immediate Supervisor or Human Resources. HAGC cannot promise complete confidentiality. Immediate and corrective action will be taken when cases of sexual harassment are identified in the workplace. All employees will be made aware of this policy against sexual harassment and the procedure for filing complaints.

HAGC:

- (1) Shall investigate promptly and thoroughly all claims filed;
- (2) Shall take immediate and appropriate corrective action by doing whatever is necessary to end the harassment, which may include making the victim whole by restoring lost employment benefits or opportunities;
- (3) Shall take such reasonable steps as may prevent the misconduct from recurring;
- (4) Shall make follow-up inquiries to ensure that the harassment does not recur;
- (5) Shall take action to ensure that the victim has not suffered retaliation; and
- (6) May, from time to time, utilize training programs as appropriate.

Reports shall be made to Human Resources to review such claims. A preliminary report shall be filed after investigation by Human Resources and shall be submitted to the Executive Director. The report of claims of harassment shall include all facts surrounding the incident, including the name of the accused, specific acts, when they occurred, where they occurred and how they occurred.

When a claim is filed per the policy, the following steps are taken:

- (1) Initially, the accused has an informal meeting with his/her Immediate Supervisor to discuss the problem, reason for the problem and possible solution. The cooperation of the accused is solicited.
- (2) Upon resolution of problem, a written memorandum shall be placed in the accused's personnel file to confirm that resolution.
- (3) If a resolution is not reached, the Executive Director may take additional action as appropriate.

D. Retaliation

Any employee who files a complaint of harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint.

In addition, HAGC will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint.

3.4 Anti-Bullying Policy

HAGC is committed to maintaining a respectful workplace free of bullying.

The term bullying is defined to be repeated, health-harming mistreatment of one or more persons, which includes abusive conduct that is threatening, humiliating, or intimidating, constitutes work interference-sabotage-which prevents work from getting done or constitutes verbal abuse.

All employees should be treated with dignity and respect.

All instances of bullying should be reported to the Human Resources Administrator. HAGC will not tolerate retaliation against any employee who, in good faith, reports work place bullying or cooperates in an investigation of a complaint.

3.5 New Jersey Conscientious Employee Protection Act

Employees have the right under the Conscientious Employee Protection Act (CEPA) to complain about any activity, policy or practice that the employees reasonably believe is in violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal.

HAGC shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Executive Director, other official or to a public body, as defined CEPA, an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;
- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the above statute, the employee must bring the violation to the attention of HAGC. However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergency in nature. Under the law, the employee must give HAGC a reasonable opportunity to correct the activity, policy or practice.

4 Employee Safety

4.1 Safety Policy

HAGC is committed to maintaining a safe and healthy environment for all employees. Employees shall report all accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues immediately.

Employees who experience a work-related injury should notify their supervisor immediately. HAGC will act promptly and seek medical attention as necessary under the circumstances.

Employees must complete an Incident Report if they have an injury that requires medical attention. If the injury does not require medical attention, the employee must still complete an Incident Report in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. Employees can obtain the required forms from Human Resources or an immediate supervisor.

A federal law, the Occupational Safety and Health Act, requires that HAGC keep records of all illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards that might be present on the job.

4.2 Zero Tolerance for Workplace Violence

See Appendix B for HAGC's Work Place Violence Prevention Policy

4.3 Emergency Measures

HAGC recognizes that bad weather or hazardous commuting conditions may occasionally make it impossible for employees to report to work on time. Employees are expected to make a diligent effort to report to work when conditions have improved. Employees shall notify their supervisor as soon as possible if they are unable to report to work due to weather conditions. An employee's absence may be charged to personal or vacation time.

If it becomes necessary to shut down the office due to weather or other emergency, every effort will be made to notify employees through Gloucester County Alert Service. If it is deemed necessary to close the office because of adverse weather, employees will not be docked for the day.

In the event of an emergency, HAGC employees shall follow HAGC's All Hazards Emergency Preparedness and Response Plan and shall cooperate with the direction provided by HAGC staff or other County Officials.

If an HAGC employee witnesses a life threatening emergency, 911 should be contacted. If the employees is trained or certified in live saving measures and wants to assist in the event of an emergency, whether with a resident or a fellow co-worker, the employee shall notify their supervisor and provide the Human Resource Administrator with appropriate documentation to support their certifications. As certifications are renewed, employees are to provide copies to Human Resource Administrator to maintain in their personnel file.

4.4 Drug and Alcohol Policy

HAGC is committed to maintaining a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our client's and communities' confidence in HAGC. Employees must notify the Human Resource Administrator within five (5) days of a conviction for a drug or alcohol related violation, whether or not the violation occurred in the workplace.

Alcohol

Employees are prohibited from using or being under the influence of alcohol while performing HAGC business, while operating a motor vehicle in the course of business or for any job-related purpose, or while on company premises or a worksite.

Illegal Drugs

HAGC employees are prohibited from using or being under the influence of illegal drugs while performing company business or while on a company premises or worksite. Employees may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while in HAGC facilities, while operating a motor vehicle for any job-related purpose, while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited.

Drug Testing

Each employee, as a condition of employment, will be required to participate in pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow-up drug and alcohol testing upon selection or request of management. Further, all employees who regularly operate a vehicle in the course and scope of their employment will be required to submit to drug and alcohol testing.

All drug and alcohol testing information will be maintained in separate confidential record. Testing will be conducted in compliance with current medical practices and in accordance with all applicable federal and state guidelines.

Employees confirmed to be in violation of this Drug and Alcohol Policy will face disciplinary action up to and including termination.

4.5 Smoking Policy

In accordance with the New Jersey Smokefree Air Act and HUD's Smoke Free Final Rule, employees are prohibited from the smoking of tobacco products, including the use of electronic smoking devices, in all enclosed indoor places and workplaces of HAGC and exterior areas if smoking in the exterior area results in migration, seepage, or recirculation of smoke to an indoor public place or a workplace at which smoking is prohibited. Smoking is only permitted in areas identified as a designated smoking area. Employees are also prohibited from the smoking of tobacco products, including the use of electronic smoking devices in company owned vehicles.

5 Ethical and Legal Business Practices

5.1 HAGC Ethical Standard

Employees must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of HAGC. Employees should also be guided by basic honesty and good judgment, and be sensitive to others' perceptions and interpretations.

HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that appear to create a conflict between the employee and HAGC's interests are unlawful and prohibited.

5.2 Conflicts of Interest Policy

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and the Authority's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate relative.

No HAGC employee shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, financial or otherwise, real or apparent would be involved. No HAGC employee shall engage in selling or attempting to sell supplies, service or construction to HAGC for one year following the date such employment ceased.

Additional examples of potential conflict situations include:

- Having a financial interest in any business transaction with the Housing Authority of Gloucester County
- Owning or having a significant financial interest in, or other relationship with, a Housing Authority of Gloucester County competitor, customer or supplier, and
- Accepting gifts, entertainment or other benefit of more than a nominal value from a Housing Authority of Gloucester County competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to management and remove themselves from negotiations, deliberations or votes involving the conflict. There will be no retaliation against any party who makes a good faith complaint concerning violations of this policy; regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of policy. Any employee, officer or agent of HAGC determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination.

Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict of interest.

5.3 Gifts Policy

Employees, shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from contractors, suppliers, government officials or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which he knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities.

Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance. You may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions.

If you do receive a gift or other benefit of more than nominal value, report it promptly to Human Resources. It will be returned or donated to a suitable charity.

5.4 Confidentiality Policy

Information that pertains to HAGC's business, including all nonpublic information concerning the Company, its participants and applicants, is strictly confidential and must not be given to people who are not employed by HAGC.

Please help protect confidential information -- which may include, for example, client/ participant lists and financial information -- by taking the following precautionary measures:

- Discuss work matters only with other HAGC employees who have a specific business reason to know or have access to such information.
- Do not discuss work matters in public places.
- Monitor and supervise visitors to HAGC to ensure that they do not have access to confidential information.
- Destroy hard copies of documents containing confidential information that are not filed or archived.
- Secure confidential information in desk drawers and cabinets at the end of every business day.

HAGC collects personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and the Executive Director or the Chair of the Board of Commissioners must authorize any release of the information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the company only with employee approval.

If you have access to any confidential information, including private employee information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

5.5 Accounting and Financial Reports

HAGC's financial statements and all books and records on which they are based must accurately reflect the Company's transactions. All disbursements and receipts must be properly authorized and recorded.

Employees must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

5.6 Political Activity Policy

The Hatch Act, 5 U.S.C. §1501-1508, restricts the political activity of persons principally employed by a state or local agency who work in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. A state or local employee covered by the Hatch Act

may not run for partisan office. However, employees may join political organizations, as long as they maintain a clear separation between their official responsibilities and their political affiliations.

5.7 Employee Records

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, or other appropriate employment-related documents.

It is the employee's responsibility to notify the Payroll or the Human Resource Administrator of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Personnel records are considered company property and are not available for review by employees unless specifically authorized by management. Personnel files are confidential records that must be secured in a locked cabinet. Upon request, employees may inspect their own personnel files at a mutually agreeable time on the premises and in the presence of the Human Resource Administrator.

5.8 Nepotism Policy

The employment of more than one member of the same family shall be avoided insofar as possible. No person should be hired as a regular or temporary employee if that appointment would violate any provision of this nepotism policy, or unless the appointment is otherwise permitted by the New Jersey Department of Personnel Rules and Regulations. No member of the immediate family of a Commissioner shall be hired or be in a position of supervision over another member of the same family.

For purposes of this policy, the term "immediate family" shall mean spouse, child, parent, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew and grandchildren.

This nepotism policy shall not deprive any employee of any promotional right in normal career development, nor change the existing status of an employee.

6 Employee Conduct

6.1 Conduct Standards

All employees are obligated to comply conscientiously with all rules and regulations promulgated by HAGC. HAGC employees should be diligent and thoroughly professional in the execution of their job duties. HAGC employees are prohibited from engaging in acts of fraud, deceit, misrepresentation, and gross negligence.

All HAGC employees are expected to abide by the behavioral rules and standards set forth in Behavioral Standards (RULES) of the Housing Authority of Gloucester County in Appendix A. Said rules are incorporated and made part of this Policy and by acknowledging acceptance of this policy, employees are furthermore acknowledging acceptance of the Rules.

6.2 Travel

- A. Employees, Consultants and Commissioners of HAGC may perform official travel upon authorization by the Board or the Executive Director. Each trip to a destination outside of the jurisdiction of HAGC (except to the HUD Central Office, Regional Office, State Office, area-wide planning agency offices, state capital, recognized program training seminars, and places in which meetings are held which are sponsored by professional associations in which HAGC or its Executive Director is a member, and to nearby communities to carry out normal operating functions) shall specifically have prior authorization by adopted motion of the Board approving the trip as essential to the conduct of its programs. HAGC attendance at conferences, conventions and meetings shall be limited to the number of persons necessary to cover the meeting adequately.
- B. Transportation costs for those authorized to travel on official business of the HAGC shall be paid by HAGC. Airline (tourist or coach), first class rail, Pullman accommodations (lower berth, roomette, or parlor car seat), or automobile travel, as advantageous, shall be the standard means of transportation.
- C. Costs of taxi fares, telephone calls, telegrams, secretarial services, reasonable hotel accommodations, and similar items necessarily incident to the performance of official business shall be considered reimbursable items.

In addition to reimbursable costs as outlined above, an allowance for subsistence in lieu of actual expenses shall be paid at a rate not to exceed \$100.00 per day for employees of HAGC, Consultants and Commissioners. In high cost areas as determined by U.S. HUD and as approved by the Executive Director, travelers shall be reimbursed on a per-dollar basis. All such expenses shall be recorded, signed by the traveler, and approved by the Executive Director prior to reimbursement.

In computing the subsistence allowance, the rate of one-fourth the established daily amount for each of the periods listed below, or fraction thereof.:

12:00 midnight to	6:00 a.m.
6:00 a.m. to	12:00 noon
12:00 noon to	6:00 p.m.
6:00 p.m. to	12:00 midnight

No allowance shall be paid for travel of less than 24 hours, except if such travel required departure prior to 6:00 a.m. or return after 6:00 p.m., and exceeded twelve hours, in which case an allowance shall be paid for the actual expense of meals. (If actual expense method is used, revise accordingly.)

- A. Reimbursement for use of a privately owned automobile for authorized out-of-town travel shall be limited to the cost of common carrier service permitted herein.
- B. Travel of considerable distance shall be analyzed in terms of costs by alternate methods of transportation and reimbursement shall be provided for the least expensive method of travel.
- C. Reimbursement shall be made for travel by private automobile at the rate allowable by the Internal Revenue Service (as amended from time to time). In no event shall such

mileage allowance exceed the aggregate costs of common carrier transportation. This determination is not required in connection with reimbursement for trips to nearby communities to carry out normal operating functions, trips to area-wide planning agencies, trips to the State, Regional and Central Offices of HUD, trips to the state capital, and trips of an emergency nature made in the interest of maintaining safe housing in Authority-owned and managed projects. Whenever automobile travel is involved, signed records of car expenses and mileage, or of mileage only in the case of privately owned automobiles, shall be submitted and approved before payment. If two or more persons travel in the same automobile, only one of those persons shall be reimbursed for mileage or for car expenses.

- D. All travel expenses shall be recorded, signed by the traveler, and approved by the Executive Director prior to reimbursement.
- E. When feasible, automobile travel shall be conducted in vehicles owned or leased by HAGC. Direct expenses for fuel and oil and emergency repairs, if any, shall be the only reimbursement made in lieu of a per-mile allowance when travel occurs in a vehicle that is owned or leased by HAGC.

6.3 Company-Sponsored Social Events

Employees are not permitted to consume or possess alcohol on any HAGC owned or managed property. However, when authorized by HAGC, alcoholic beverages may be served at HAGC-sponsored social events. Only those individuals legally permitted to consume alcoholic beverages may be served at such functions. However, no employee is obligated to consume alcohol at such events and no employee should feel pressured to consume alcoholic beverages. If an employee chooses to drink alcohol during HAGC events, the employee does so at his or her own risk. All employees are expected to maintain a high standard of professional and personal conduct at any HAGC event.

HAGC reserves the right to arrange transportation for any employee suspected of being intoxicated at a HAGC social event. HAGC reserves the right to cease allowing alcoholic beverages to be served to any employee whom it suspects is intoxicated or who behaves inappropriately at such functions. Managers and supervisors should remember that even at Company social events, they should set the standard for acceptable, responsible behavior.

6.4 Legal Representation

Whenever an employee is a defendant in any action or legal proceeding arising out of and directly related to and in the furtherance of his/her official duties, the Executive Director, in his/her discretion, may provide said employee with the necessary means for the defense of such actions or proceeding. However, no assistance shall be provided for defense in a disciplinary proceeding instituted against the employee by HAGC or in a criminal proceeding instituted as a result of a complaint on behalf of HAGC or any other official body including but not limited to the State of New Jersey and/or a municipality. In no event will HAGC be responsible for any fines, penalties, and/or costs related to a conviction for said offenses.

6.5 Dating In The Workplace

Supervisors and employees under their supervision are strongly discouraged from forming romantic or sexual relationships. Such relationships can create the impression of impropriety in terms and conditions of employment and can interfere with productivity and the overall work environment.

If you are unsure of the appropriateness of an interaction with another employee of HAGC, contact the Human Resource Administrator for guidance. If you are encouraged or pressured to become involved with a vendor, client, program participant and/or a co-worker and/or a supervisor in a way that makes you feel uncomfortable and is unwelcome, you should also notify your immediate supervisor or the Human Resources Administrator immediately.

If the employees involved in the relationship are in a supervisor/subordinate status, the Executive Director may take any action which he/she deems appropriate, up to and including transferring one of the parties so there is no longer a supervisor/subordinate relationship between them.

6.6 Dress Policy

It is important that all employees give a positive impression of themselves and have pride in representing HAGC. HAGC employees should be properly attired for the office environment, meeting and other interactions with the public by maintaining a neat, well-groomed and professional appearance. It is anticipated that employees will be able to utilize their discretion in determining suitable clothing for the workplace. In situations where guidance is required, the supervisor is responsible for communicating proper standards and to notify employees if their appearance is not appropriate for the office environment.

The following Dress Standards have been established to protect the safety of the employees and to project a business atmosphere.

Employees must maintain, at all times, acceptable dress standards:

- (1) Long pants and full covered rubber soled shoes shall be worn by Maintenance Workers, Security Staff, Congregate Cook/Housekeepers and those carrying out the duties of an Inspector.
- (2) Denim material in the form of pants, skirts, dresses or shirts shall not be worn by Administration and Office Personnel.
- (3) Sweat suits, sweatshirts, sweatpants and leggings/stirrup pants shall not be worn by any HAGC employee.
- (4) Sneakers and flip flops not for Office Personnel. Heeled shoes shall not be more than 3 inches in height.
- (5) Skirts and dresses shall be worn no more than 2" above the top of the kneecap for Administration and Office Personnel. Clothing shall always be worn loose fitting.
- (6) Maintenance Workers and Congregate Cook/Aides must refrain from clothing bearing slogans or logos. Except clothing bearing designers' names no more than 1/2 inch in height.
- (7) T-Shirts shall only be worn by Maintenance Workers and Congregate Cook/Aides.
- (8) Shorts, Bermuda shorts, capris that are above the knee and skorts shall not be worn by any HAGC employee.

(9) Midriff shall be covered on all HAGC employees.

(10) Pants, Dresses and shirts shall not have patches, rips, cut-offs or open holed designs.

6.7 Dress Down Day

Fridays have been formally designated by HAGC as a dress down day. On Fridays, jeans, sneakers and a more casual approach to dressing, although never potentially offensive to others, are allowed. All rules about the acceptability of clothing listed below apply on dress down day.

Although employees are allowed to dress down on Fridays, employees must consider their schedule. It may not be appropriate for an employee to dress down if there is a scheduled meeting, interview or guest coming to the office.

Slacks, Pants and Suit Pants

- Slacks or pants that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, jeans and nice looking athletic pants are acceptable. Gauchos and capris are acceptable. Pants that are below the knee with finished edges are allowed.
- Inappropriate slacks or pants in any HAGC buildings include sweatpants, exercise pants, Bermuda shorts, short shorts, skorts, leggings, and any spandex or other form-fitting pants such as people wear for biking. **As a general rule, shorts or pants that are above knee length are not allowed.**

Skirts, Dresses, and Skirted Suits

- **As a general rule, dresses and skirts that are above knee length (3" above or more) and that do not allow bending are not appropriate.** Short, tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, skorts, sun dresses, beach dresses, bathing suit cover-ups, and spaghetti-strap dresses are inappropriate.

Shirts, Tops, Blouses and Jackets

- Casual shirts, dress shirts, sweaters, tops, golf-type shirts, t-shirts, sweatshirts, nice looking athletic tops, and turtlenecks are acceptable attire for work.
- Inappropriate attire for work includes tank tops; midriff baring tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; and tops with bare shoulders.

Shoes and Footwear

- We will adhere to the same guidelines for footwear as our Dress Standards policy states, with the following exception: sneakers are allowed on Dress Down Fridays. However, sneakers must be clean, not torn or frayed; they must be presentable for an office environment. (Exception to the sneaker policy applies to Maintenance Personnel and Congregate) **No flip flops with rubber soles or shower shoes are allowed.**

Hats and Head Coverings

- Hats are not appropriate at work. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

Exception Congregate, Security Guards and Maintenance Repairers

- Employees that are supplied uniforms by HAGC must wear those uniforms at all times and are not eligible to participate in Dress Down Day. Steel toe boots must be worn by Maintenance Repairers at all times. This is for your safety.
- Congregate workers will be given the option on Dress Down day whether they want to wear scrubs or dress down.

Please wear clothing and accessories that will project a professional image of you and HAGC for both visitors and coworkers. Wear:

- Attire that is clean, safe, and in good repair
- Clothes that are not sexually provocative
- Clothing that does not draw undue attention to one's self or create a distraction for other employees.
- Clothing that will not be offensive to other employees.

If clothing fails to meet these standards, as determined by the employee's supervisor and Human Resource Administrator, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, or is especially inappropriate, unprofessional, and/or offensive, the employee may be sent home to change clothes and all policies pertaining to paid time off use will apply.

7 Use of Company Equipment

7.1 Guidelines for Use

When using HAGC property, including computer equipment or hardware, employee should exercise care, perform required maintenance, follow all operating instructions, safety standards, and guidelines. Employees may not use HAGC property for more than an incidental personal purposes or remove any HAGC property from the premises without prior written permission from the Executive Director or his/her designee.

Notify your supervisor if any equipment or machines appear to be damaged, defective, or in need of repair. This prompt reporting could prevent the equipment's deterioration and could also help prevent injury to you or others. Employees are prohibited from using or operating equipment improperly, carelessly, negligently or unsafely. Employees may be held financially responsible for mistreatment of HAGC equipment.

7.2 Company Vehicles

See Attachment "D" for HAGC's Vehicle Policy.

7.3 Recording Devices/Camera Phones

HAGC is committed to protecting the privacy of client's personally identifiable information in accordance with the requirements of the Federal Privacy Act. In an effort to secure employee and client

privacy and other business information, HAGC prohibits employee's use of recording devices such as cameras, camera phones, tape recorders or any other recording device in a manner which would pose a threat to employee and company privacy. This prohibition extends to the use of video chatting. Failure to comply with the requirements of privacy law exposes HAGC and the employee to criminal penalties including punitive fines.

This policy is applicable to all employees and their visitors while on company premises. Employees are responsible for making their visitors aware of this policy and that all recording devices should be left either at the reception area or in their vehicles.

7.4 Surveillance Cameras

Surveillance Cameras may be installed throughout HAGC owned and managed properties, including administrative offices. Surveillance Cameras may be used for monitoring or recording public areas for the purpose of enhancing public safety, discouraging criminal activity and investigating incidents. The MIS Director will serve as the Surveillance Camera Coordinator. Only authorized personnel, as determined by the Surveillance Camera Coordinator, will be involved in, or have access to, surveillance camera data. Video recordings will ordinarily be maintained by HAGC for a period of 28 days. Requests to obtain information obtained through surveillance cameras must be submitted to Surveillance Camera Coordinator, or his/her designee.

7.5 Software Policy

HAGC regulates employees' use of its computer software. Employees may not duplicate any licensed software or related documentation for use, either on HAGC's premises or elsewhere, unless expressly authorized to do so by written agreement with the licensor. Employees may not provide licensed software to anyone outside HAGC. Employees should be aware that the illegal duplication of software may result in the filing of criminal copyright charges by the owners of the copyrights and can subject both the employee and the company to liability. To protect against viruses, personal USB drives are not permitted for use on HAGC computers. If assistance with the storage of work information is required, employees shall contact the MIS Director who will provide an approved encrypted USB drive.

All software that HAGC acquires must be purchased by the MIS Director with approval from the Executive Director. Upon delivery, all software must be registered properly by the MIS Director and installed by the MIS Director. Employees may not load personal software on HAGC computers

7.6 Use of Company Communication Systems

The Communication and Information Systems, including internet/intranet and email usage, at HAGC should be used only for conducting company business. No HAGC equipment or service is to be used:

1. In ways that violate federal, state or local laws;
2. For unauthorized transmissions of confidential information related to personnel or employee relation matters;
3. For commercial purposes, personal financial gain or advancement of individual views;
4. To vandalize network resources or equipment, including the uploading or creation of computer virus, tapering with any software protections or restrictions placed on computer applications or files, attempting to circumvent local or network system or security measures, altering system hardware or software configuration;

5. To falsify one's identity to others while using electronic services;
6. To install unauthorized hardware/software on the computer network or other communication systems;
7. To conduct activities which cause congestion of the network or otherwise interfere with the work of others;
8. To obtain unauthorized access to another's resources, programs, data or documents or other work;
9. To transmit inappropriate items;
10. To access pornographic material or information;
11. To send commercial messages, employee solicitations, or messages of a religious or political nature.

Incidental, occasional and infrequent use of the Company's communication and information systems for personal use is permitted as long as such use does not interfere with your work or the work of any other employee or with the computer's operations.

The communication and information systems of HAGC may not be used for any illegal, unethical, destructive or wasteful purpose. Employees should exercise care in personal use of any communication and information systems device and should not expect their use of personal information stored in these systems to be kept private.

All data stored on and/or transmitted through Communication Media is the property of HAGC. For purposes of this policy, "Data" includes "electronically-stored files, programs, tables, data bases, audio and video objects, spreadsheets, reports and printed or microfiche materials which serve a HAGC business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or through any of the HAGC's mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the HAGC local or wide-area networks."

The use of private email accounts for HAGC business is prohibited.

All employees may access only data for which HAGC has given permission. All employees must take appropriate actions to ensure that (local unit type) data is protected from unauthorized access, use or distribution consistent with these policies. Employees may not access or retrieve any information technology resource and store information other than where authorized. No messages shall be transmitted under an assumed name. Employees shall not attempt to obscure the origin of any message.

Employees must not reveal or publicize confidential information on social media. Confidential proprietary or sensitive information may be disseminated only to individuals with a need and a right to know, and where there is sufficient assurance that appropriate security of such information will be maintained. Such information includes, but is not limited to the transmittal of personnel information such as medical records or related information. Employees shall not post internal working documents to social media sites.

Any use of HAGC's name, logos, service marks or trademarks outside the course of the employee's employment, without the express consent of HAGC is strictly prohibited.

Copyright Issues

All computer software usage shall be in strict compliance with any license and copyright agreements

provided by the publisher of said software. Therefore, HAGC must be licensed to use any software installed on any HAGC communications systems. No HAGC employee is authorized to install personal or non-HAGC hardware/software on any HAGC communication system without prior authorization from the Executive Director or his/her designee. Employees shall not transmit copyrighted materials without the expressed permission of the Executive Director or his/her designee.

Password Protections

Employee passwords should not be given out to others, except to the individual's supervisors, the Executive Director, or the MIS Director, if requested. Employees are not to use other employees' passwords to access a file or to retrieve any stored communications without authorization. Employees must not use password protections on communications or information without authorization from the Executive Director, or his/her designee. If passwords are used they must be provided to the Executive Director, or his/her designee.

Telephone Usage

The telephone system (including voicemail) at the HAGC is the property of the Company and is provided for business purposes. To the extent permitted by law, HAGC may periodically monitor the use of the telephone systems to ensure compliance with this policy. Therefore, employees should not consider their conversations on the Company telephone system to be private. Any personal calls received during business hours must not interfere with the employee's work. Employees should spend as little time as possible on any personal calls made during business hours and use common sense when making or receiving personal calls.

Personal cell phone and other personal electronic device use should be kept to a minimum and must not interfere with the employees work. Even when permitted must never include language that is obscene, discriminatory, offensive, prejudicial or defamatory in any way

Company Issued Cell Phones

In certain circumstances, HAGC may issue cell phones to employees whose job functions require them to be accessible for work related matters. Employees are responsible for the security of the company issued cell phone and the information store on it. Employees shall use the cell phone in an appropriate manner for work related purposes with limited incidental personal use being permissible. Employees are responsible for keeping the company issued cell phone on their person and operable. If HAGC issued cell phone is lost or stolen, employees shall notify the MIS director immediately. For security reasons, employees should not use a cell phone to conduct highly sensitive or confidential conversations. Company issued cell phones must be preserved in good condition and employees must comply with HAGC's request to make the phone available for any reason including upgrades, replacements or inspections.

Social Media

HAGC recognizes the right of employees to use blogs/social networking sites as a medium of self expression during non-working hours. Should an employee identify themselves and an employee of HAGC to discuss business related matters on such websites, some readers may view the employee as an HAGC Company representative or spokesperson. Accordingly, employees must:

1. Ensure that readers understand that the views expressed are entirely their own, and that these views do not necessarily reflect the views of HAGC. Include a disclaimer that is easily visible to all visitors to the site.
2. All bloggers should reveal their identity on the blog and should not use a pseudonym to post their views.
3. Do not disclose any sensitive, financial, proprietary or confidential company information. This may include, but is not limited to financial data. Protected health information or any other participant identifiable information may not be disclosed under any circumstances.
4. HAGC expects that employees will be respectful to the Company, fellow employees, our customers, partners and competitors. Employees must not post materials that violate the privacy or publicity rights of another individual or entity.
5. . Blogging activity should not interfere with work requirements at any given time.
6. Copyrights and laws regulating what can be written must be respected at all times. Blogs and social networking sites should not be used to make statements that are libelous, defamatory, profane, harassing or obscene.
7. HAGC reserves the right to suspend blogging activities temporarily if it has any concerns about compliance with securities regulations or other laws.

Unsolicited Messages

HAGC strictly prohibits the transmission of unsolicited e-mails or mass-messages of any kind. Spam (i.e., unsolicited commercial or bulk e-mails, mass and junk e-mails) will not be tolerated.

7.7 Return of Company Property Upon Separation

When an employee's employment with HAGC concludes, for whatever reason, the employee is required to immediately return all HAGC owned property used during his/her employment, and all documents and other materials containing proprietary or confidential information belonging to HAGC. This includes without limitation, keys, credit cards, computers, vehicles, communication devices, cell phones, uniforms, identification cards or badges, and any other equipment, materials, or items purchased, leased, owned, or otherwise belonging to HAGC.

Upon separation, employees must return any originals or duplicates of any written or other tangible items, whether maintained in hard copy, film, microfiche or electronic medium, belonging to HAGC.

8 General Personnel Matters

8.1 Authority to Effect Personnel Action

The authority to hire, promote, transfer, demote, suspend, and separate personnel shall be vested in the Executive Director. However, personnel actions relating to key personnel, as identified by the Board, shall be reviewed by the Board for action on the recommendation of the Executive Director.

8.2 Selection of Applicants

Applications. Persons desiring employment shall file a complete, written application with the Human Resource Administrator on a form provided by HAGC.

Examination. The qualification of applicants shall be assessed by appropriate evaluation, which may consist of one or more of the following: a rating of experience and training; a written test; an oral test or interview; and a performance or demonstration test.

8.3 Job Postings

HAGC has a job posting program to inform employees of available staff positions. HAGC will fill job vacancies whenever possible by promoting qualified employees from within HAGC. Job postings generally remain posted for 2 days.

To apply for a posted position, an employee must:

- Have completed any mandatory Introductory Period at a satisfactory performance level,
- Meet the minimum requirements for the position, and
- Not have received written discipline within the past 90 days; employees who have received a verbal warning may also be prohibited from applying.

Employees interested in applying for a posted position should submit a memorandum with an updated resume to the Human Resource Administrator indicating interest in the position. And qualified employees must inform their managers that they have applied for the job. Candidates will be judged on individual performance, conduct, experience, and potential. Length of service, although considered, shall not be the sole determining factor in selecting candidates for promotion.

HACG has the discretion to fill job vacancies from applicants outside HAGC.

8.4 Identity Theft Protection

HAGC respects the privacy of employees personal data and is committed to ensuring that it will only be accessed and utilized as necessary, in a professional and confidential capacity. In all circumstances, HAGC will take reasonable steps to:

- Give employees clear notice when HAGC is requesting information, including the type of information, the general purposes for which that information will be used or disclosed, and the categories of users to whom HAGC provide the information; and
- Use safe and secure systems, physical and electronic, to safeguard employees non-public personal information, including employee's social security number.

If at any time an employee feels as if personal data has been misused or improperly accessed, the employee should report the concern to the Human Resource Administrator for further investigation.

8.5 Reference/Background Checks

HAGC retains the right to conduct reference and background checks on all new employees. All inquiries regarding a current or former employee must be referred to the Human Resource Administrator. No employee may issue a reference letter to any current or former employee without the

permission of the Human Resource Administrator.

Under no circumstances should any employee release any information about any current or former employee over the telephone. All telephone inquiries regarding any current or former employee must be referred to the Human Resource Administrator.

In response to an outside request for information regarding a current or former employee, the Human Resource Administrator will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former employee, or his/her employment with the company, will be furnished unless the employee authorizes the company to furnish this information in writing that also releases the company from liability in connection with the furnishing of this information or the company is required by law to furnish any information.

8.6 Employment Separation

Employees of the Authority may be dismissed by the Executive Director without a resolution of the governing body of the Authority. HAGC employees are "at will" and may be terminated with or without cause or notice. Similarly, employees are free to resign at any time. If at any time it is necessary for an employee to resign his or her employment, HAGC requests at least two weeks notice.

Employees who are discharged or resign will receive their final paycheck on the next regular payday. Final paychecks will include all wages accrued but not paid through the date of separation.

Reduction in Force

HAGC may institute layoff actions for economy, efficient or other related reasons. In instituting Layoffs, the Executive Director may consider seniority, re-employment rights and relative efficiency of employees. Employees so dismissed under honorable circumstances and not on the basis of inefficiency or incompetence shall be entitled to a letter signed by the Executive Director of the Authority stating that the term of employment has been satisfactory and that dismissal was without prejudice.

Severance Payments.

No terminal leave or severance payments shall be made except for payment of the authorized, unused, vacation leave balance and one half of the authorized, unused sick leave balance.

8.7 Employee Reviews

An employee's supervisor will complete a written evaluation form for each employee to measure progress and encourage improvement of duties once a year. The written evaluation form shall be returned to the Human Resources Administrator for review of the Executive Director and filed in each employee's personnel file.

8.8 Unions

HAGC recognizes the union as a representative for those workers who are unionized. This policy does not change any terms or stipulations of the collective agreement negotiated by the union.

8.9 Bulletin Boards

Employees shall check all the bulletin boards regularly to obtain important information about company events and policies. Only HAGC employees should use company bulletin boards. Management must approve all postings. See Human Resources to obtain approval for a bulletin board posting.

9 Work Schedules

9.1 Attendance and Punctuality

Every employee is expected to attend work regularly and report to work on time. Employees are expected to perform their duties promptly at the beginning of their work day.

9.2 Absence Without Authorization

If an employee fails to report for work without proper authorization, said employee shall not be paid for the period of absence and said absence will be deemed "Absence Without Authorization."

Lateness procedure. Employees shall telephone their Supervisor and Human Resources as soon as they learn they will be late to work, or at least one hour prior to their scheduled start time. HAGC recognizes that there may be emergencies or other extraordinary circumstances that will hinder the employee's ability to call one hour in advance.

9.3 Breaks

Employees are entitled to a 10-minute break for rest twice each day, at 10:00 a.m. and 3:00 p.m. Employees are not permitted to leave the premises during these breaks.

Employees are also entitled to a 60-minute unpaid break for meals during each work period. This will generally occur between 12noon -1p.m. or 1p.m -2p.m. Employees are permitted to leave the premises during these breaks.

Employees who are under the age of 18 are also entitled to at least a 30-minute meal break if they work more than five consecutive hours.

Breaks may be scheduled at staggered times to allow department coverage. If employees require a break at a time not specified above, they should speak to their immediate supervisor.

9.4 Work Hours

The regularly scheduled workweek shall consist of five (5) consecutive days, Monday through Friday, forty (40) hours per week. Other workweek hours may be established at the discretion of the Executive Director. 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.

The assignment of employees to (1), (2), (3) or (4) shall be at the discretion of the Executive Director or his/her designee.

Maintenance Personnel. The regularly scheduled workweek 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.

Congregate Services Personnel. The regular workweek shall cover a seven (7) day operation. Full-time employees shall work up to forty (40) hours per week.

The workweek shall consist of the following shift: Sunday through Saturday, 8:30 a.m. - 5:30 p.m.

- (1) An employee's schedule shall provide two (2) twenty-four (24) hour periods of unscheduled work during the seven day cycle.
- (2) No regular shift shall exceed eight (8) hours per shift in a twenty-four (24) hour period.
- (3) When an employee is called in to work on a weekend during which the employee was not scheduled to work, the employee shall receive pay at the rate of one and one-half times the employee's regular rate of pay.

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.

Security Personnel. The regular workweek 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.

- (1) An employee's schedule shall provide two (2) twenty-four (24) hour periods of unscheduled work during the seven day cycle.
- (2) No regular shift shall exceed eight (8) hours per shift in a twenty-four (24) hour period.
- (3) The parties recognize the need for flexibility in the scheduling of security personnel to their assigned duties.

10 Compensation

10.1 General Pay Information

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

Certain deductions from employee pay will be made in accordance with federal and state laws. In addition, HAGC makes available certain voluntary deductions as part of HAGC's benefits program. If an employee elects supplemental coverage under one of the HAGC's benefit plans, which requires employee contributions, the employee's share of the cost will be deducted from his or her check each pay period. If the employee is not receiving a payroll check due to illness, injury, or leave of absence, he or she will be required to pay the monthly cost directly to HAGC.

10.2 Overtime

Employees may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests.

Overtime compensation is paid to all nonexempt employees at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per week.

Superintendents who are on call during their rotating weekends with other superintendents will receive \$ 25.00 for each day (Saturday and Sunday). If they are on call during a holiday weekend, they will also receive on call pay of \$ 25.00 for the holiday. As well as, overtime pay for hours they work.

If you are nonexempt, you must receive authorization from your manager before working overtime. After you have worked overtime, you must enter it on your time record no later than the day after it is accrued.

Overtime pay is based on actual hours worked. Time taken for lunch or dinner is not included as time worked for purposes of computing overtime. Time off on holidays, sick leave, vacation leave, and personal leave earned by the employee and then paid out by HAGC will be factored in as hours worked when calculating overtime.

- A. The Executive Director may authorize overtime when he/she deems it necessary, but shall endeavor at all times to avoid requiring overtime work.
- B. When approved by the Executive Director, required overtime work may be compensated at regular time up to the end of the eighth hour in a given day, then time worked may be paid at the rate of one and one-half times the normal rate of pay for all hours paid for said day. When approved by the Executive Director, all time in excess of forty (40) hours per week may be compensated at the rate of one and one-half times the employee's regular rate of pay.
- 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 times the employee's regular rate of pay. If a congregate employee is required to work on his or her scheduled day off, he or she shall receive overtime pay for that day.
- D. Overtime shall be paid with regular earned pay for the same pay period.
- E. Overtime shall be distributed as equally as possible among the employees within the same classification and area of program responsibility.

10.3 Holiday Premium Pay

- A. 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) or 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.

- B. 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.
- C. 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 times their regular pay.

10.4 Call-In Time

If a non-Union employee is recalled to duty, he or she will be compensated for the call in time as approved by the Executive Director.

10.5 Longevity

Longevity payments will be made each year to the employees hired prior to August 1, 2005 in accordance with the schedule outlined below, calculated in accordance with the employee's adjusted anniversary date. 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.

Calculations for longevity shall be based on the number of years completed and the preceding calendar year's annual base salary of the employee.

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

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.

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.

These provisions as to longevity payments shall not apply to the Executive Director.

10.6 Pay Schedule

- A. **Determination of Rates.** For all employees, appropriate compensation rates shall be determined on the basis of local public practices. "Public practices" shall consist primarily of the compensation rates of governmental bodies similar to HAGC in size and scope of operation. However, with regard to the Executive Director, comparisons shall

be made to comparable positions of size and responsibility in other housing authorities and board of education superintendents.

- B. **Salary Ranges.** A salary range shall be assigned to each position, and the rate of compensation for each employee shall be within the bracket established for his/her position. However, initial appointments will consider relevant education and previous work experience.
- C. **Periodic Pay Increases.** Employees whose services warrant shall be eligible to receive periodic increases, within their salary ranges, at the discretion of the Executive Director, subject to budgetary limitations.
- D. **Payday.** Payday shall be on the Wednesday following the preceding pay period which shall end at 12:00 midnight the preceding Sunday. If Wednesday shall be a legal holiday, payday shall be the preceding day.
 - Any overtime earnings will be paid in the same pay period worked.
 - You can receive vacation pay in advance if you are taking five consecutive days, and that check will be distributed on the last payday preceding vacation. To be paid in advance you must notify your supervisor one week before your vacation begins so that a check can be prepared.
If a paycheck is lost or stolen, notify Human Resources or the Finance Department immediately.

10.7 Credit Union

All employees shall be entitled to participate, by payroll deduction and at no cost to HAGC, in the ABCO and South Jersey Public Employees Federal Credit Union. To participate, the employee shall file an application with ABCO or South Jersey Federal Credit Union.

10.8 Salary Deduction Policy for Exempt Employees

The FLSA, cited above, provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. The FLSA also exempts certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a set salary basis, (receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis) as determined by federal law. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet the requirements of the FLSA and Department of Labor's regulations.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary

suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made. If you believe that an improper deduction has been made to your salary, you should immediately report this information to Human Resources.

10.9 Timekeeping Rules for Non-Exempt Employees

In accordance with the FLSA, as described above, non-exempt employees are required to comply with the timekeeping rules below.

- Employees must keep an accurate record of all work hours in the manner designated by HAGC (e.g., handwritten time card, time clock, timekeeping computer program, etc).
- Employees must review the accuracy of their time records before submitting them to a supervisor for processing. If you need to make a change on your time records to correct an error, make the correction before you submit it for processing. When signing and submitting time records, employees are certifying that they are complete and that they accurately reflect all hours worked.
- Employees are responsible for maintaining their own time records. Do not allow another employee to sign in/out for you, and do not sign in/out for any other employee. Do not tamper with timekeeping equipment.
- Enter the exact time that you begin and end working on your time records. Record all breaks during which you are completely relieved from work duties if they exceed 20 minutes, including meal breaks. You should not be performing any work during your recorded breaks, as these entries may be deducted from your total work hours as non-compensable time off.
- You must obtain your supervisor's approval before working over and above your regularly scheduled work hours. This includes time incurred before or after your regular shift, during unpaid meal breaks, or after hours at your home or another off-site location. If you do perform any work outside of your regularly scheduled hours, you should record the time accurately on your time records.
- Your time records should include entries for time spent at mandatory, job-related training programs, lectures, or meetings.
- Do not carry over hours of work from one day to the next, or from one week to the next. Your time records should reflect the exact hours worked for each day indicated.

10.10 Special Circumstances for State and Local Employees

Under certain prescribed conditions, employees of state and local government agencies may receive compensatory time off at a rate of not less than one and one-half hours for each overtime hour worked instead of cash payment for overtime. Among other things, the regulations governing the use of compensatory time off (comp time) impose limitations on the accrual of comp time, conditions regarding the use of accumulated comp time, and requirements for "pay outs" of unused comp time.

All compensatory time accrued must be used by the end of the calendar year it is accrued in unless an exception is made by the Executive Director. All compensatory time must be approved by completing a Paid Time Off Request before the compensatory time may be utilized.

10.11 Work Eligibility Records

The federal government requires that no later than the first day of employment, the employee must complete an employment eligibility verification form (I-9 Form), and show HAGC documentation proving their identity and eligibility to work in the United States.

If you have previously worked for HAGC, you need only provide this information if it has been more than three years since you last completed an I-9 Form for HAGC or if your current I-9 Form is no longer valid.

I-9 Forms are maintained separately from other personnel records and are treated as confidential to the extent possible.

10.12 Child Support Reporting Requirements

Federal and state laws require HAGC to report basic information about new employees, including the employee's name, address, and social security number to a state agency designated as the State Directory of New Hires. The state collects this information in an effort to enforce child support orders. Please be advised that if the state determines that you owe child support, it will send HAGC an order requiring HAGC to withhold money from your paycheck to pay your child support obligations. HAGC is required to comply with such orders as a matter of federal and state law.

11 LEAVE

11.1 Bereavement Leave

- A. Employees shall be entitled to three (3) days leave (with pay) per incident for a death in the immediate family, as defined in Subparagraph (1).
- B. Employees shall be entitled to two (2) days leave (with pay) per incident for a death in the family, as defined in Subparagraph (2).
- C. Employees shall be entitled to the use, without penalty, of two (2) sick days per incident for a death of a relative other than those enumerated in Subparagraphs (1) and (2).
 - (1) a. Mother
 - b. Father
 - c. Spouse
 - d. Child
 - e. Foster child
 - f. Stepchild
 - g. Stepmother
 - h. Stepfather
 - (2) a. Sister
 - b. Brother
 - c. mother-in-law
 - d. father-in-law
 - e. Grandmother
 - f. Grandfather
 - g. Grandchild

- D. At the request of the employee and at the discretion of the Executive Director,

- employee may, in connection with the death of a Subparagraph (1) individual, request an additional two (2) days bereavement leave, to be charged against sick leave.
- E. At the request of the employee and at the discretion of the Executive Director, employee may, in connection with the death of a Subparagraph (2) individual, request an additional three (3) days bereavement leave, to be charged against sick leave.

11.2 Impact of Unpaid Leave on Health and Retirement

Leaves of Absence without pay affect the health plan and retirement plan in accordance with the rules and regulations of the New Jersey Division of Pensions.

11.3 Procedure for Requesting Unpaid Leave

All requests for unpaid leave made by an employee shall be submitted to the Executive Director or his/her designee in writing for approval at least thirty (30) days in advance and must be approved prior to taking the unpaid leave time. The Executive Director may deny such requests if circumstances warrant same.

11.4 Family and Medical Leave Rights

Basic Leave Entitlement

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with HAGC; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months and is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of the worksite (for Federal leave). Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

"Eligible" employees may be eligible for leave for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on covered active duty or called to covered active duty status in the Armed Forces (including the National Guard or Reserves) may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a family member who is covered service member during a single 12-month period.

A covered service member is:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces (including the National Guard or Reserves) at any time during the five years preceding the date of medical treatment, recuperation or therapy.

A serious injury or illness is:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the five years preceding the date of medical treatment, recuperation or therapy, a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) that manifested itself before or after the member became a veteran.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The employee will not continue to accrue vacation, sick or personal days for the period of leave under this section.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. The period of leave must be supported by a physician's certificate. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information: 1-866-4USWAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor/Employment Standards Administration/Wage and Hour Division

11.5 New Jersey Paid Leave Law

The state's Temporary Disability Insurance ("TDI") program provides eligible employees with up to six weeks of partially paid leave in a 12-month period to care for a seriously ill child, spouse, parent,

domestic partner or civil union partner or to bond with a new child. Employees seeking coverage under this program are required to file for disability benefits supported by a medical certification when applicable.

See attached NJ Temporary Family Disability Leave Policy of the Housing Authority of Gloucester County in Appendix C

11.6 Jury Duty

Employees are encouraged to serve on jury duty and fulfill their civic obligations. Employees who are scheduled for jury duty must provide documentation of the jury duty summons to their supervisor immediately.

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. HAGC shall not interfere with an employee's statutory obligation to perform jury duty. If excused or released from jury duty, employees are expected to return to work promptly.

11.7 Time Off From Work In Connection With Court Cases

HAGC recognizes that an employee might be subpoenaed or otherwise required to serve as a witness in a court case or arbitration. If employees are called to serve as a witness, employees should notify their manager as soon as possible.

Unless otherwise required by state or local law, employees called to testify will not be paid for the time they are away from work as a result of their participation in a court case or arbitration, but may use available vacation and personal days to cover their time away from work.

11.8 Military Leave

The Uniformed Service Employment and Reemployment Rights Act, USERRA, protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

Reemployment Rights

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- You ensure that your employer receives advance written or verbal notice of your service;
- You have five years or less of cumulative service in the uniformed services while with that particular employer;
- You return to work or apply for reemployment in a timely manner after conclusion of service; and
- You have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

Right to be Free From Discrimination

If you:

- Are a past or present member of the uniformed service;
- Have applied for membership in the uniformed service; or
- Are obligated to serve in the uniformed service;

then an employer may not deny you:

- Initial employment;
- Reemployment;
- Retention in employment;
- Promotion; or
- Any benefit of employment because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

Health Insurance Protection

- If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

Enforcement

- The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its website at **<http://www.dol.gov/vets>**. An interactive online USERRA Advisor can be viewed at **<http://www.dol.gov/elaws/userra.htm>**.
- If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice for representation.
- You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances.

New Jersey State Law

Additionally, state law provides that employees who are members of the U.S. reserves are entitled to 30 days of paid leave per year when called to federal active duty. Employees who are members of the state organized militia are also entitled to 90 days of paid leave per year when called to federal or state active duty.

11.9 NJ SAFE ACT “NJ Security & Financial Empowerment Act”

The New Jersey Security and Financial Empowerment Act (“NJ SAFE Act”), P.L. 2013, c.82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence as that term is defined in N.J.S.A. 2C:25-19, or a victim of a sexually violent offense, as that term is defined in N.J.S.A. 30:4-27.6. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- 1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee’s child, parent, spouse, domestic partner or civil union partner,
- 2) Obtaining services from a victim services organization for the employee or the employee’s child, parent, spouse, domestic partner, or civil union partner,
- 3) Obtaining psychological or other counseling for the employee or the employee’s child, parent, spouse, domestic partner or civil union partner,
- 4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee’s child, parent, spouse, domestic partner or civil union partner,
- 5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee’s child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
- 6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee’s child, parent, spouse, domestic partner, or civil union partner, was a victim.

12 HIPAA

12.1 HIPAA Privacy and Security Compliance

HAGC is committed to safeguarding and protecting the privacy and security of its applicants', employees' and customers' "protected health information" as defined by HIPAA.

"Protected health information" includes individually identifiable information, maintained or transmitted through any medium, relating to an individual's past, present, or future physical or mental health or healthcare. Health information is considered "individually identifiable" if it either identifies a person by name or creates a reasonable basis to believe the individual could be identified (through identifiers such as address, social security number, dates of service, telephone number, email address, or vehicle identification number).

It is the policy of HAGC to ensure the confidentiality, integrity, and availability of protected health information entrusted to the Company by its applicants, employees and customers by protecting those assets from unauthorized access, alteration, deletion, or unauthorized transmission and to ensure their physical security. Employees and managers of HAGC cannot at any time access, use, or disclose to any person or entity, any protected health information of the Company's applicants, employees or customers, except as necessary and authorized in the course of their duties and responsibilities with the Company. Similarly, employees and managers are prohibited from making any unauthorized transmission, alteration, deletion, or unauthorized access of protected health information. Such unauthorized transmission includes, but is not limited to, removing and/or transferring protected health information in the Company's computer system to an unauthorized location.

It is the policy of HAGC to take all reasonable steps to prevent security breaches with respect to protected health information and to notify all affected individuals when their protected health information is breached. Employees and managers of HAGC must notify the Company of any suspected or actual breaches of protected health information and support the Company in meeting its obligations in the event a breach occurs.

These privacy and security obligations apply regardless of the manner in which the employee or manager acquires the protected health information, whether it was communicated verbally, in writing, electronically, or in any format, and regardless of whether it was communicated directly to the individual or intended for his/her access.

The unauthorized access, use, disclosure, alteration, deletion, or unauthorized transmission of protected health information in violation of this policy may subject you to disciplinary action up to and including termination of employment.

12.2 HIPAA Portability Rights

If you should terminate your health plan coverage, you may need to provide evidence of your prior coverage in order to enroll in another group health plan, to reduce a waiting period in another group health plan, or to get certain types of individual coverage. This policy describes certain protections available to you under the Health Insurance Portability and Accountability Act (HIPAA) when changing your health insurance coverage. If you should have any questions regarding your HIPAA portability rights, please contact the human resources department.

Right to get special enrollment in another plan. Under HIPAA, if you lose your group health plan coverage, you may be able to get into another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. (Additional special enrollment rights are triggered by marriage, birth, adoption, and placement for adoption.)

Therefore, once your coverage ends, if you are eligible for coverage in another plan (such as a spouse's plan), you should request special enrollment as soon as possible.

Prohibition against discrimination based on a health factor. Under HIPAA, a group health plan may not keep you (or your dependents) out of the plan based on anything related to your health. Also, a group health plan may not charge you (or your dependents) more for coverage, based on health, than the amount charged a similarly situated individual.

Right to individual health coverage. Under HIPAA, if you are an "eligible individual," you have a right to buy certain individual health policies (or in some states, to buy coverage through a high-risk pool) without a preexisting condition exclusion. To be an eligible individual, you must meet the following requirements:

- You have had coverage for at least 18 months without a break in coverage of 63 days or more;
- Your most recent coverage was under a group health plan (which can be shown by your Certificate of Group Health Plan Coverage);
- Your group coverage was not terminated because of fraud or nonpayment of premiums;
- You are not eligible for COBRA continuation coverage or you have exhausted your COBRA benefits (or continuation coverage under a similar state provision); and
- You are not eligible for another group health plan, Medicare, or Medicaid, and do not have any other health insurance coverage.

The right to buy individual coverage is the same whether you are laid off, fired, or quit your job. Therefore, if you are interested in obtaining individual coverage and you meet the other criteria to be an eligible individual, you should apply for this coverage as soon as possible to avoid losing your eligible individual status due to a 63-day break.

State flexibility. This policy describes minimum HIPAA protections under federal law. States may require insurers and HMOs to provide additional protections to individuals in that state.

For more information. If you have questions about your HIPAA rights, you may contact your state insurance department or the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) toll-free at 1-866-444-3272 (for free HIPAA publications ask for publications concerning changes in health care laws). You may also contact the CMS publication hotline at 1-800-633-4227 (ask for "Protecting Your Health Insurance Coverage"). These publications and other useful information are also available on the Internet at: <http://www.dol.gov/ebsa>, the DOL's interactive web pages - Health Elaws, or <http://www.cms.hhs.gov/hipaa1>.

13 EMPLOYEE BENEFITS

13.1 Employee Benefits Policy

HAGC employees are entitled to a wide range of benefits. A number of the benefit programs -- such as Social Security, workers' compensation, state disability, and unemployment insurance -- cover all employees as required by law.

Eligibility for most other benefits depends upon a variety of factors, including employee classification. Your Human Resource Administrator can identify the programs for which you are eligible. You can find the details of many of these programs in separate written summaries. For more information, contact the human resources department.

All benefit programs require contributions from employees. HAGC reserves the right to add, amend, modify or terminate any employee benefit plans or programs.

- All full-time employees shall be entitled to medical and prescription benefits on the first day of the month following sixty (60) days after said employee's date of hiring. The healthcare program shall be selected by HAGC.
- All non-Union employees of HAGC shall receive additional medical benefits substantially similar to its Union employees, except that HAGC shall contribute on behalf of said non-union employees the sum agreed upon in the Union contract for the applicable year.
- Should the cost for providing said additional coverage exceed the amount mentioned above, then and in that event, each individual employee shall be responsible for payment of the excess with said funds to be deducted from the employee's pay on a pro-rated basis throughout the year.

Mental health service benefits are also available for employees through their medical benefit plan. Employees may access services by calling the number on the back of the medical ID card.

In the event an eligible employee elects to waive health care benefits, the employee shall provide HAGC with a written waiver and verifiable proof of other health care benefits as requested by HAGC.

Employee Mental Health Resources

Employees have access to mental health resources or services through the Employee Benefits Policy. Employees should refer to their insurance Identification Card for a telephone number or website for more information about available resources. It is HAGC's hope that these resources and services will help HAGC employees balance any mental health concerns.

13.2 COBRA

The right to continuation coverage for group health plan benefits was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the group health plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the group plan and under federal law, you should review the plan's Summary Plan Description (SPD) or contact human resources.

What is COBRA Continuation Coverage?

COBRA coverage is a continuation of plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are below. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the plan is lost because of the qualifying event. Under the plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

The spouse of an employee will become a qualified beneficiary if he/she loses coverage under the plan because of any of the following qualifying events:

- The employee/spouse dies;
- The employee/spouse's hours of employment are reduced;
- The employee/spouse's employment ends for any reason other than his or her gross misconduct;
- The employee/spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- The individual becomes divorced or legally separated from the employee/spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the plan because any of the following qualifying events happen:

- The employee/parent dies;
- The employee/parent's hours of employment are reduced;
- The employee/parent's employment ends for any reason other than his or her gross misconduct;
- The employee/parent becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer sponsoring the plan, and that bankruptcy results in the loss of coverage of any retired employee covered under the plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the plan.

When is COBRA Coverage Available?

The plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), **you must notify the Plan Administrator within 60 days, unless the Plan specifically allows a longer notice period, after the qualifying event occurs.**

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage may last for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. (Note: If the qualifying event is the end of employment or reduction in hours due to the employee's active military service, alternative continuing coverage may be available for up to 24 months under a separate law - the Uniformed Services Employment and Reemployment Rights Act. Ask the Plan Administrator for qualification requirements and additional information about this benefit.) There are two ways in which this 18-month period of COBRA continuation coverage can be extended:

(1) Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must notify the Plan Administrator of the Social Security Administration's determination within 60 days of the date of the determination.

(2) Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred. You must notify the Plan Administrator of the second qualifying event within 60 days of the date of the

event.

How much does COBRA continuation coverage cost?

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of continuation coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving continuation coverage. The required payment for each continuation coverage period for each option is described in this notice.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below:

Human Resource Administrator
100 Pop Moylan Blvd.
Deptford, NJ 08096
856-845-4959 ext. 217

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

13.3 Medical Insurance

HAGC reserves the right to change insurance carriers or plans. However, the coverage to be provided shall be substantially equivalent to the prior plan.

13.4 Life Insurance

Life insurance is provided to all full time employees at three times the annual salary.

13.5 Workers Compensation

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. If you become ill or injured, please get medical attention at once.

Employees must also report the details to their supervisor immediately and complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which the employee may be entitled to. Failure to do so may jeopardize your claim

13.6 Unemployment Compensation

The law provides unemployment compensation benefits to protect workers from economic hardship due

to a loss of employment. A terminated employee who is unable to secure new employment may file a claim for unemployment compensation. An employee may be eligible for unemployment compensation if he/she was terminated for reasons other than misconduct, as defined by state law. Generally, employees who voluntarily resign without "good cause" are not eligible for benefits.

When an employee files a claim for unemployment compensation, the employer is required to provide a written statement detailing the circumstances or reasons for the employee's termination. The employer will also be asked whether payment of unemployment compensation is opposed. The answer provided by the employer may determine the employee's eligibility for benefits. If either party disagrees with the initial determination with respect to coverage, an appeal can be made. A formal hearing is held in the event that there is an appeal.

14 Vacation & Holidays

14.1 Holidays

For a schedule of paid holidays, employees must refer to the annual holiday schedule issued by the Human Resource Administrator.

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.

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

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.

14.2 Personal Days

Employees shall receive three (3) personal days per year, non-cumulative. No employee shall be entitled to a personal day during the first ninety (90) days of employment. A personal day shall be requested, in writing, no later than two (2) working days prior to the personal day requested. Approval of this request may be denied by the Executive Director, or his/her designee, should adequate staff be unavailable to cover the shift/work. 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 at the discretion of the Executive Director or his/her designee.

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.

14.3 Sick Days

Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents him or her from doing the usual duties of his or her position or exposure to

contagious disease.

- A. Sick leave may be used for a short period of emergency attendance upon a member of the employee's immediate family (as defined) who is ill and requires the presence of the employee. Immediate family shall include spouse or minor child and relatives in the same household.
- B. If an employee is absent for three (3) consecutive working days for any reason, said employee shall present proof of illness from employee's doctor stating that he or she is able to resume normal duties without restriction.
- C. 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.
- D. 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. HAGC reserves the right to have the employee examined by a physician of HAGC's choice when an apparent pattern of leave abuse exists, to ascertain whether or not such employee is in fact ill and unable to perform his or her duties. Should the employee refuse to submit to an examination, or after the examination it is determined that such employee could have performed his or her regular duties, then HAGC 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.
- E. Any violation of Sections C, D, or E may result in the disallowance of sick leave and possible further disciplinary action.
- F. No employee shall be entitled to any sick time unless he or she has been employed by HAGC 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 his or her employment accrued.
- G. 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.
- H. 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 Authority one-half of such unused sick leave, not to exceed six (6) 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 as a result of the employee choosing the sick time buy back option. Payment of any unused sick time sold back to the Authority shall be paid to the employee on the second pay period of November at the current hourly rate of pay in effect at the time of payment. In no event shall the Authority be obligated to pay more than fifty percent (50%) of accumulated sick leave at the time of retirement or termination.

All employees shall be entitled to the following sick leave:

Sick:	Year 1	10 days
	Year 2 plus	15 days

14.4 Vacation

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

Year 1	6 days
Year 2 – 5	10 days
Year 5 – 7	15 days
Year 7 - 20	20 days
Year 20 plus	25 days

Eligible employees working fewer than 37.5 hours per week shall receive vacation leave on a prorated basis based on their regular work week.

- B.** All employees shall file a written request for annual vacation leave. The request shall be on a form provided by HAGC and shall be delivered to the Executive Director or his/her 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 working days, except in the case of an emergency, when less notice may be permitted in the discretion of the department head.
- C.** 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 termination.
- F.** Departments must be adequately staffed to serve the needs of HAGC at all times, generally requiring that no more than thirty (30%) of workers per department be absent at any one time.

Acknowledgment

I acknowledge that I have received the Housing Authority of Gloucester County Personnel and Travel Policy and that I have read and understand the policies.

I understand that this Personnel and Travel Policy represents only current policies and benefits, and that it does not create a contract of employment.

The Housing Authority of Gloucester County retains the right to change these policies and benefits, as it deems advisable.

Unless expressly proscribed by statute or contract, my employment is "at-will." I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has the same right. I further understand that my status as an "at-will" employee may not be changed except in writing and signed by the Executive Director.

I understand that the information I come into contact with during my employment is proprietary to the Company and accordingly, I agree to keep it confidential, which means I will not use it other than in the performance of my duties, or disclose it to any person or entity outside the Company. I understand that I must comply with all of the provisions of the Personnel and Travel Policy to have access to and use Company resources. I also understand that if I do not comply with all provisions of the Personnel and Travel Policy, my access to Company resources may be revoked, and I may be subject to disciplinary action up to and including termination.

I further understand that I am obligated to familiarize myself with the Company's safety, health, and emergency procedures as outlined in this Personnel and Travel Policy or in other documents.

Signature

Date

Print Name

Work Place Violence Prevention Policy

Purpose:

The Housing Authority of Gloucester County (HAGC) maintains a zero tolerance standard of violence in the workplace. The purpose of this Work Place Violence Prevention Policy is to provide employees guidance that will maintain an environment at and within HAGC property and events that is free of violence and the threat of violence. All employees are responsible for promoting a workplace environment that is free of violence.

Zero Tolerance for Workplace Violence:

The goal of the HAGC's Zero Tolerance Policy is to eliminate or reduce employee exposure to conditions that may lead to injury or possible death by implementing effective security devices and administrative work practices, among other control measures. Violent behavior of any kind or threats of violence, either implied or direct, are prohibited at any HAGC properties or events. Such conduct by a HAGC employee will not be tolerated. An employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to disciplinary action up to and including dismissal. Violent threats or actions by a non-employee may result in criminal prosecution. HAGC will investigate all complaints filed and will also investigate any possible violation of this policy of which we are made aware. Retaliation against a person who makes a complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

Definitions:

Workplace Violence: Behavior in which a current employee, former employee, intimate partner or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the workplace.

Threat: The implication or expression of intent to inflict physical harm or actions that a reasonable person would interpret as a threat to physical safety or property.

Intimidation: Making others afraid or fearful through threatening behavior.

Zero-tolerance: A standard that establishes that any behavior, implied or actual, that violates the policy will not be tolerated.

Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence/intimate partner, stalking or harassment, among other types of protective orders, including Temporary Restraining Orders.

Domestic Violence/Intimate Partner Violence: Abuse committed against an adult or fully emancipated minor. Abuse is the intentional reckless attempt to cause bodily injury, sexual assault, threatening behavior, harassment, or stalking, or making annoying phone calls to a person who is in any of the following relationships: - Spouse or former spouse; - Domestic partner/Intimate Partner or former domestic partner; - Cohabitant or former cohabitant and or other household members; - A person with whom the victim is having, or has had, a dating or engagement relationship; - A person with whom the victim has a child.

Prohibited Conduct:

Violence in the workplace may include, but is not limited to the following list of prohibited behaviors directed at or by a co-worker, supervisor or member of the public:

- Direct threats or physical intimidation;
- Implications or suggestions of violence;
- Stalking;
- Possession or use of weapons of any kind, specifically firearms or destructive devices, on HAGC property, surrounding areas such as sidewalks, driveways, parking lots, other exterior premises, or company owned/eased vehicles or while engaged in activities for HAGC in other locations, or at HAGC sponsored events, unless such possession or use is a requirement of the job;
- Assault of any form;
- Physical restraint, confinement;
- Dangerous or threatening horseplay;
- Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment;
- Blatant or intentional disregard for the safety or well-being of others;
- Commission of a violent felony or misdemeanor on HAGC/GHA property;
- Any other act that a reasonable person would perceive as constituting a threat of violence.

All employees and visitors must conduct themselves in accordance with this policy. Violators will be removed from the property and criminal charges will be served when applicable.

Reporting Act or Threats of Violence:

No employee, acting in good faith, who reports real or implied violent behavior will be subject to retaliation or harassment. An employee who: 1) is the victim of violence, or 2) believes they have been threatened with violence, or 3) witnesses an act or threat of violence towards anyone else shall take the following steps:

- If an emergency exists and the situation is one of immediate danger, the employee shall contact the local police officials by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area. The victim of such an incident is to report his/her circumstances to his supervisor/manager at the earliest opportunity possible.
- If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or manager as soon as possible and complete the HAGC Incident Report Form. No employee shall withhold information or be uncooperative in reporting or investigating such acts.

Management Reporting Responsibilities: Managers/Supervisors who identify at risk personnel or situations must request an Assessment. Supervisors who receive complaints must promptly notify their manager, Human Resource Administrator and Executive Director. Depending on the nature and severity of the situation, notify the police and refer for medical attention.

Future Acts of Violence: Employees who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with HAGC, shall inform the Human Resource Administrator and the local law enforcement officials.

Restraining Orders: Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming

near them at work, shall immediately supply a copy of the signed order to the Human Resource Administrator and the local law enforcement officials.

Searches:

HAGC may conduct searches of HAGC property and HAGC issued equipment at anytime without prior notice. Employees are expected to cooperate fully and employees should have no reasonable expectation of privacy with respect to company owned property, offices, desks and files. HAGC may periodically audit, inspect and or monitor employee's internet access as deemed appropriate.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Prior notice of the search is not required. Personal property may include, but is not limited to, purses, boxes or briefcases. An employee's consent to a search is required as a condition of employment.

Searches will be conducted by the Executive Director or his/her designee.

Active Shooter Policy:

Workplace Violence Prevention is the ultimate objective in the prevention of an active shooter incident. In responding to an active shooter in your vicinity quickly determine the most reasonable way to protect your own life. Using all information immediately available to you, make a determination as to whether you will utilize an accessible escape path to evacuate the premises or if you will hide out in a safe space to protect yourself. As a last resort, and only when your life is in imminent danger, you may attempt to disrupt and/or incapacitate the active shooter. The decision and choice to do so is entirely yours if the situation presents itself, and should be done as aggressively as possible against him/her, committing to your actions. NOTE: Employee(s) who decide to take such action will not be considered to be in violation of the ZERO TOLERANCE POLICY.

Incident Investigation:

Acts of violence or threats will be investigated immediately in order to protect employees from danger, unnecessary anxiety concerning their welfare, and the loss of productivity. The Human Resource Administrator and/or his/her designee will conduct the investigation and will refer the matter to local law enforcement agencies if deemed appropriate.

Procedures for investigating incidents of workplace violence include, but are not limited to: - Visiting the scene of an incident as soon as possible; Interviewing injured and threatened employees and witnesses; Examining the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator; Determining the cause of the incident; Taking mitigating action to prevent the incident from recurring and; Recording the findings and mitigating actions taken.

In appropriate circumstances, HAGC will inform the reporting individual of the results of the investigation. To the extent possible, HAGC will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; for example, in order to protect individual safety. Company will not tolerate retaliation against any employee who reports workplace violence. Incidents which threaten the security of employees shall be mitigated as soon as possible following their discovery.

Keys and Entry Codes:

To assist with maintaining the safety of HAGC administrative offices and buildings, control of access to the facilities will be maintained by the Affordable Housing Operations Director. Keys and entry codes shall be issued to authorized persons only with a substantial need to lock/unlock or gain access to specific facilities or rooms. Keys remain the property of HAGC and their loss should be immediately reported to Affordable Housing Operations Director. Assigned keys shall not be duplicated by anyone except those with appropriate authorization. Entry codes shall not be shared with anyone. Keys are not transferable. Upon separation from HAGC or when the specific key is no longer required, all keys will be returned to the Affordable Housing Operations Director. The Affordable Housing Operations Director or his/her designee shall maintain a record of all keys issued, lost, returned, or with cancelled access.

Employee Identification Card

All employees are issued an ID cards with their name, photo, employee number, date of hire and expiration date listed. Employees shall wear the ID card in a manner that allows the identification of the employee. Upon separation, employees are required to return ID badges to the Human Resources Administrator.

Visitors:

A visitor is defined as any non-employee or non-board member. Visitors are permitted during business hours, 8a.m.-12p.m. and 1p.m.-5p.m. only. All visitors must sign-in, present identification (driver licenses, state/county ID, employee ID etc), and receive a visitor's badge at the front desk or security desk. The visitor's badge shall be worn prominently at all times during the visit. All visitors are required to enter and exit via the main entrance of the buildings. Visitors shall also sign out prior to exiting.

Visitors must be accompanied by the employee that they are visiting for the duration of the stay unless special arrangements have been made to accommodate the visitor. Employee hosts are responsible for the conduct of their visitors and shall be responsible for removing non-compliant visitors from the premises. No keys, entry or access codes will be provided to visitors.

Visitor Banning:

At the discretion of the Executive Director, or his/her designee, the Authority may prohibit certain persons from Authority property. The determination to ban a person shall be based on sufficiently reliable information that the person poses a threat to the health, safety or right to peaceful enjoyment of Authority properties. The ban shall apply to all HAGC owned and managed property including administrative offices. To the extent practicable, banned person will be provided written notice of the ban and will be added to a no-trespass/ban list maintained by the Authority. The Authority will also add names to the ban list at the request of local law enforcement agencies. The ban list shall be distributed to the police department, security officers, front desk receptions and property managers. Authority employees shall immediately notify local enforcement if a banned person is found on the property. Employees will be required to attest to the time, date, and location the banned person was observed on Authority property. Individuals on the ban list may submit a written request to the Executive Director to petition for removal after three years. Within the Executive Director's discretion, removal may be grated if the banned individual proves they no longer pose a threat. Otherwise, the individuals shall remain on the list indefinitely. The Affordable Housing Operations Department shall be responsible for the maintenance of the banned list.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY VEHICLE USAGE POLICY

The Housing Authority of Gloucester County (HAGC) provides vehicles for business use to allow employees to drive on company-designated business and to reimburse employees for business use of personal vehicles according to the guidelines below. The company retains the right to amend or terminate this policy at any time. (The term "vehicle," as used in these guidelines, includes, but is not limited to, cars, trucks, backhoes, front-end loaders, and graders, riding lawn mowers, high reach and removing backhoes.)

USE OF VEHICLE

Employees may not drive any business vehicles without prior approval of their supervisor. Employees approved to drive on company business are required to inform their supervisor of any changes that may affect either their legal or physical ability to drive or their continued insurability. This shall include notification of any offenses which impact an employee's ability to legally drive a vehicle.

Employees holding jobs requiring regular driving for business as an essential job function must, as a condition of employment, be able to meet the driver approval standards of this policy at all times.

Employees who need transportation in the course of their normal work may be assigned a company vehicle for their use. All other employees needing transportation for company business may use vehicles assigned to their department. As a last alternative, when no company vehicles are available, employees may use their own vehicles for business purposes with prior approval of their supervisor.

Nonemployees and nonbusiness passengers (i.e., family and friends) are prohibited from riding in company vehicles without prior approval by the Executive Director or his/her designee. Incidental personal use of the vehicles is only permitted provided such use is to/from work and along the route to/from work.

Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for such usage. This allowance is to compensate for the cost of gasoline, oil, depreciation and insurance.

With the exception of Scattered Site Employees, employees who are on call on a 24-hour basis may, with the approval of the Affordable Housing Operations Director, be allowed to take a company vehicle home so they can respond as soon as possible. Such employees need to provide a written acknowledgment that they fully understand that the vehicle is used only as part of emergency response and not for personal use. Vehicles shall be returned to HAGC upon completion of the on-call shift.

VEHICLE MAINTENANCE AND REPAIR

Employees are expected to keep the vehicle clean and in a well maintained condition. No lettering, insignia, decals or sign should be affixed to the vehicle without prior approval from a supervisor. Neglecting to maintain a vehicle could result in the driver being charged for any resulting repairs. Unusual wear and tear above industry average or neglecting to maintain your company-provided vehicle may result in the loss of your vehicle and further disciplinary action. It is the driver's responsibility to have the scheduled maintenance performed at the designated intervals to ensure maximum vehicle performance for safety, operating efficiency and extended life of the vehicle. Maintenance will be

performed at an HAGC approved repair shop in accordance with the service sticker affixed to the front windshield by the authorized repair garage or in the event of a mechanical issue.

For employees assigned a company vehicle, driver safety check should be performed at least once per week by the driver. For employees utilizing pool vehicles, a driver safety check should be performed after every use of the vehicle. Drivers should utilize a Vehicle Inspection Checklist, as provided by HAGC, and provide a copy of the completed check list to the AHO Director. All Supervisors must also be notified within 24 hours of any mechanical issues identified.

All drivers utilizing a pool vehicle must ensure that the vehicle has adequate fuel for the next driver. Vehicles should not be returned with an empty, or near empty, gas tank. After use, the pool vehicle should be left cleaned on the interior, with the employee removing any debris and/or whipping down surfaces as necessary.

In accordance with HUD's Smoke-Free Final rule, there is no smoking permitted in company vehicle. Any operator in violation will be assessed a cleaning charge based on the costs of having an outside vendor detail and remove all indications of smoke from the vehicle.

Vehicles shall be washed at as needed at an HAGC approved car wash. The AHO Director and Human Resources Administrator will maintain the information regarding the approved car wash.

ACCIDENTS

A valid insurance card and vehicle registration shall be carried in the vehicle at all times.

Employees must report any accident, theft or malicious damage involving a company vehicle to their supervisor and the Human Resources Administrator, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than 24 hours after the incident. Employees are responsible for notifying any state/or local agency of the accident and to file the appropriate written report as required by state law. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigating officers.

If an adjuster or any other representative from the other driver's insurance company contacts an employee, the employee is expected to refer that person to the Human Resources Administrator.

TRAFFIC AND PARKING VIOLATIONS

Employees are responsible for any driving infractions or fines as a result of their driving. Multiple minor violations or major violations can result in the temporary or permanent loss of driving privileges and disciplinary action.

SAFETY

Employees who drive a vehicle on company business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on company business is strictly prohibited. All vehicle operators and passengers are required to wear a seat belt when the vehicle is in operation.

Employees are not permitted, under any circumstances, to operate a company vehicle or a personal vehicle for company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any company vehicle at any time or operate any personal vehicle while on company business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.

MOTOR VEHICLE RECORD CHECK

Continued eligibility to drive a company-provided vehicle, or driving on company business in any manner, requires each driver to maintain a safe and clean driving record. This means that HAGC reserves the right to review driving records at least once every year.

Name

Date

RESOLUTION # 17-105

**RESOLUTION AUTHORIZING INCREASE IN
PUBLIC HOUSING FLAT RENTS**

WHEREAS, HAGC is required by HUD to establish flat rents for all residents of federally- funded Public Housing as an alternative to rent based on a percentage of household income. Residents may choose to pay either rent calculated at 80 % of their monthly income or the flat rent that the HAGC has established for the unit. By law, Flat rents are intended to reflect the market; and

THEREFORE, HAGC has reviewed its Public Housing flat rent schedule and it has been determined to be in compliance with the 50% Fair Market Rents published by HUD; and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and is hereby authorized to change the flat rent as follows:

BEDROOM SIZE	FMR effective FY2018	FLAT RENT 80% of FMR
1-BEDROOM	\$1047.00	\$838.00
2-BEDROOMS	\$1266.00	\$1013.00
3-BEDROOMS	\$1587.00	\$1270.00
4-BEDROOMS	\$1787.00	\$1430.00

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County held on December 27, 2017

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATED: DECEMBER 27, 2017

RESOLUTION #17-106

**RESOLUTION AMENDING THE
EXPANDED HOUSING OPPORTUNITIES (EHO) PROGRAM POLICY AND
AUTHORIZING INCREASE IN MONTHLY RENTS
FAMILY ELIGIBILITY AND OPERATIONAL POLICIES**

WHEREAS, the Housing Authority of Gloucester County developed and implemented an Expanded Housing Opportunities (EHO) Program in 1991; and the Housing Authority of Gloucester County subsequently purchased 12 single family dwellings in West Deptford Township; and

WHEREAS, the Housing Authority of Gloucester County wishes to amend the EHO Program Policy and

WHEREAS, it is necessary to increase revenue on the properties in order to perform necessary maintenance and repairs;

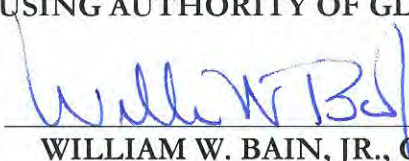
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that an amendment to EHO Program Policy regarding Family Eligibility and Operational Policies be and hereby is adopted; and

NOW, THEREFORE, LET IT ALSO RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and is hereby authorized to increase the monthly rent on each Expanded Housing Opportunities (EHO) dwelling to \$790.00 for a 3 bedroom home and \$805.00 for a 4 bedroom home beginning February 1, 2018.

BE IT FURTHER RESOLVED that the Executive is hereby authorized to execute and file all necessary documentation for the attached amendment for EHO Program Policy

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 27TH DAY OF DECEMBER, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: DECEMBER 27, 2017

SINGLE FAMILY DWELLING
EXPANDED HOUSING OPPORTUNITIES PROGRAM

FAMILY ELIGIBILITY AND OPERATIONAL POLICIES

The objective of the Expanded Housing Opportunities (EHO) Program is to house moderate income families in decent, safe, and sanitary housing. The Housing Authority of Gloucester County (The Authority) owns and manages the EHO housing which is intended to promote an environment for families which is conducive to healthful living and is based on nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion or familial status.

The Authority's Public Housing Occupancy Policy (ACOP) will be used as guidance for topics not covered in this policy.

1. FAMILY ELIGIBILITY

- a. The Authority will receive and process applications in a way that treats all applicants fairly and consistently. All registrants will be placed on the waiting list based on the date and time of application. The waiting list will be assembled in sequential order by date and time of registration, with annual income and bedroom size indicated.
- b. A local preference will be given to applicants, whose head, co-head, or spouse at the time of registration, are residents of, working, or hired to work in the operating jurisdiction of the Authority which is comprising of the following: Clayton Borough, Deptford Township, East Greenwich Township, Elk Township, Franklin Township, Glassboro Township, Greenwich Township, Harrison Township, Logan Township, Mantua Township, Monroe Township, National Park, Paulsboro, Swedesboro, Washington Township, West Deptford Township, Westville, Woodbury City, Woodbury Heights, Woolwich Township. The Authority must be able to obtain objective, third party documentation to support the local preference.
- c. Family income shall be between 50% and 80% of the H.U.D. determined median income for Gloucester County, New Jersey OR the family must have a Section 8 Housing Choice Voucher (S8 HCV).
- d. Applicant and Tenant families must supply any information that the Authority determines is necessary in the administration of the program. All information supplied by the family must be true and complete, and is subject to verification by the Authority.
- e. Families are subject to Eligibility Screening and Screening for Suitability of Tenancy as defined within the ACOP.
- f. Applicant families will be denied assistance and removed from the wait list for the reasons defined within the ACOP.
- g. Applicant and Tenant families are subject to the Authority's One Strike and You're Out Policy.

2. OCCUPANCY STANDARDS

- a. Occupancy standards are established by the Authority to ensure that units are occupied by families of the appropriate size. The EHO Occupancy Standards permit maximum two persons per living/sleeping room.
- b. Persons of opposite sex, other than husband and wife or children age six or younger will not be required to occupy the same bedroom or living/sleeping room. The Authority will consider granting exceptions to the occupancy standards at the family's request if the Authority determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

3. CONTINUED OCCUPANCY

- a. Income eligibility for continued occupancy will be reviewed by the Authority annually.
- b. Over income families will be required to relocate, or pay the Fair Market Rent established by HUD for the appropriate size bedroom, in accordance with the Lease. For the purposes of continued occupancy in the EHO program, over-income families shall be defined as those with income over 120% of area median income for Gloucester County, New Jersey for the most recent two consecutive years.
- c. If the family was admitted with a S8 HCV, continued occupancy is contingent upon the continued eligibility for the S8 HCV Program. However, if a HCV holder is withdrawn from the program in good standing, either voluntarily or due to obtaining self-sufficiency, the household may remain in the EHO unit, provided the household income is less than over 120% of area median income for Gloucester County, New Jersey for the most recent two consecutive years.
- d. Tenant families shall be in compliance with all terms of the Lease Agreement between the family and the Authority.
- e. A guest can remain in the EHO unit no longer than 14 days in a 12 month period.
- f. EHO Units will be inspected by the Authority pre-occupancy, pre-termination, at the request of the tenant, or at any other time deemed appropriate by the Authority, after providing notice as required by the Lease.
- g. In addition to the inspections identified above, the Authority will inspect the EHO units annually in accordance with the Uniform Physical Condition Standards adopted by HUD. For EHO Units occupied by S8 HCV participants, additional inspections will be conducted by an independent agency for compliance with Housing Quality Standards.

4. LEASE AND RENT

- a. Contract Rent shall be a fixed sum, \$790.00 for a 3 bedroom home and \$805.00 for a 4 bedroom home, and may be increased annually. Rent shall be payable in advance on the first day of each month.
- b. The Authority will examine rents annually in connection with the Authority's Budget cycle

to determine if an increase is warranted.

- c. Rent may exceed 30% of tenant's adjusted income.
- d. The form of Lease and Lease Addendum shall be similar to lease utilized in the Authority's Public Housing 204-1 Program.
- e. Termination of occupancy shall be for cause consistent with N.J.S.A. 2A:18-61.1 et. seq. and the governing Lease Agreement.

5. TENANT CHARGES SHALL INCLUDE:

- a. Thirteen dollar (\$13.00) late charge for rent paid after the thirteenth day of the month.
- b. Ten dollar (\$10.00) bounced check charge for uncollected check.
- c. Actual costs of legal fees and court costs incurred by the Authority for the purpose of advising or preparing for or conduction an action for eviction of Tenant or collection of delinquent rent.
- c. Actual costs of repairs and replacement for tenant caused damage beyond normal wear and tear in accordance with established schedule.
- h. Excess utility use charge - water charges in excess of \$150.00 per year.

6. GRIEVANCE PROCEDURES

- a. Applicant and Tenant families are governed by the Authority's Grievance Procedure Policy.

RESOLUTION #17-107

RESOLUTION APPROVING AND AUTHORIZING
THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
MANAGEMENT SERVICES AGREEMENT
WITH
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

WHEREAS, the Housing Authority of the Borough of Glassboro (GHA) has previously entered into a Management Services Agreement (MSA) with the Housing Authority of Gloucester County (HAGC); and

WHEREAS, the Management Services Agreement sets forth the HAGC's organizational, managerial, supervisory, coordinating and monitoring functions with regard to the GHA; and

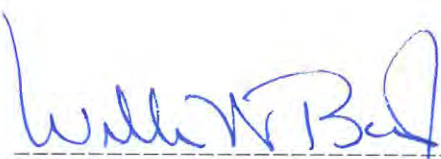
WHEREAS, in connection with the GHA's RAD conversion, which has occurred on December 1, 2017, the GHA and HAGC needed to negotiate additional terms to the MSA;

WHEREAS, the HAGC and GHA agreed it was in their respective best interests to negotiate said additional terms in a new Management Services Agreement subsequent to the current expiration date of the MSA and have done so; and

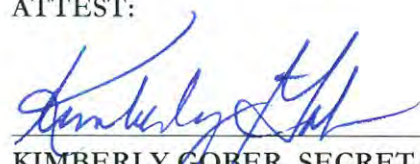
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the Borough of Glassboro, that the HAGC and the GHA has negotiated a new Management Services Agreement which, upon being duly signed by authorized representatives of each entity, shall be made effective on January 1, 2018.

ADOPTED at a regular Meeting of the Housing Authority of Gloucester County, held on the 27th of December, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR. CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: DECEMBER 27, 2017

RESOLUTION #17-108

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 _____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 December 27, 2017 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 _____

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 _____ 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.

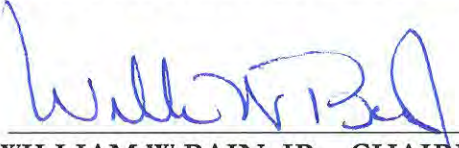
BE IT FURTHER RESOLVED that the Secretary, on the next business day following this, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by NJSA 47:1A-1 et seq.

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 IT'S PUBLIC MEETING HELD ON NOVEMBER 20, 2017.

ADOPTED at the Regular Meeting of the Board of Commissioners held on the 27th DAY OF DECEMBER, 2017.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:



WILLIAM W BAIN, JR. , CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY
DATED: DECEMBER 27, 2017