2811

#### **AGREEMENT**

BETWEEN

# THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

AND

# THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO



Local 1085
Rank and File Unit

July 1, 1995 - June 30, 1997



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#### PREAMBLE

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

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

#### ARTICLE I

- 1.1. The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all white- and blue-collar, part-time and full-time employees employed by the Glassboro Housing Authority in the County of Gloucester, including professional and craft employees but excluding all supervisory employees, managerial executives, confidential employees, and casual and temporary employees employed by the Housing Authority, as certified by the Public Employment Relations Commission on January 24, 1986.
- 1.2. It is understood that upon exceeding four (4) months any temporary position shall be deemed permanent and shall be included in the bargaining unit.
- 1.3. Whenever new job classifications are established, the Employer will promptly notify the Union of its position regarding inclusion of said titles in the bargaining unit and, if mutually agreeable, shall enter into negotiations with respect to salary and other terms and conditions of employment as may pertain specifically to such classifications. Any disputes over inclusion of titles shall be resolved by PERC.

## ARTICLE II DEDUCTION OF UNION DUES AND REPRESENTATION FEES

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

- 2.2. In the event any employee withdraws his or her authorization for dues deduction by written notice to the Employer, such deductions shall be halted as of January 1 or July 1 next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.
- 2.3. For any employee represented by the Union who does not pay dues in accordance with Section 1 above, the Employer shall instead deduct a representation fee as specified by the Union pursuant to L. 1979, c. 477 (N.J.S.A. 34:13A-5.5 et seq.), to be remitted to the Union in the same manner as dues. In the case of new employees, deduction of the representation fee shall not take effect until 30 days after the date of hire.

#### ARTICLE III HOURS OF WORK

- 3.1. Employees shall work a 35-hour workweek, from 8:30 AM to 4:30 PM, with one hour off for lunch, Monday through Friday. The scheduling of lunch hours and breaks shall remain unchanged, except that the Employer may require all employees to take the same lunch hour.
- 3.2. Employees shall be deemed late if they report for work after the designated starting time. Chronic or excessive lateness is considered as being late three or more times in any pay period and shall be considered grounds for disciplinary action.

### ARTICLE IV SALARIES AND WAGES

- 4.1. Paydays shall be on the Friday following each bi-weekly pay period, or on the work day immediately preceding if Friday should be a holiday. Pay periods will end at the close of the day every other Sunday.
  - 4.2. General salary increases shall be granted to all employees as follows:
- (a) Upon execution of this Agreement, each employee shall be placed on the range and step of the appropriate salary schedule in Appendix I corresponding to the employee's title and current step.
- (b) Retroactive salary adjustments shall be made in accordance with Salary Schedule A (July 1, 1995), representing a 4.0% increase over the January 1, 1995 schedule; provided, however, that no adjustment shall be made for any employee who terminated prior to December 31, 1995.
- (c) Effective July 1, 1996, each employee's salary shall be adjusted to the respective range and step of Salary Schedule B, representing an 8.0% increase over the January 1, 1995 schedule.
- 4.3. Salary ranges shall be assigned to each job title as indicated in Appendix II. It is understood that the minimum salary of each range as shown in the appropriate schedules shall be the normal hiring rate. However, newly-hired employees who exceed the minimum

experience requirements may start at a higher step, not to exceed Step 3, provided the rate does not exceed the actual salary of any current employee in the same title. Salaries for part-time employees shall be pro-rated.

- 4.4. Incremental or step increases shall be granted annually to all employees on Steps 1 through 7 as of their assigned increment dates, provided their performance is rated satisfactory. Unsatisfactory ratings shall be subject to the grievance procedure. Increment dates shall be assigned as follows:
- (a) All current employees shall retain their established increment dates. The increment date for each new employee shall be the first day of the calendar quarter following the employee's anniversary of hire.
- (b) The increment date for any employee who receives a salary increase of 8% or more as a result of a promotion shall become the first day of the calendar quarter following the employee's anniversary of promotion.
- 4.5. Employees who are on Step 8 of their respective ranges shall receive cash longevity bonuses annually as shown in the appended Schedules as of their established increment dates. Any employee on Ranges 1 through 6 who is eligible for a longevity bonus shall receive \$100 added to such bonus.
- 4.6. An employee who is promoted to a higher title shall be placed on the lowest step of the new salary range corresponding to an increase of at least 4.75% over his or her former salary. An employee who is demoted shall be placed on the highest step of the new range corresponding to a decrease of at least 4.75% from his or her former salary. For purposes of this section, an employee's salary shall be deemed to be the employee's base salary plus any longevity bonus which he or she would otherwise have been entitled to receive within the succeeding 12 months.

## ARTICLE V OVERTIME, CALL-IN, AND STANDBY PAY

- 5.1. Overtime shall be understood as time worked in excess of an employee's regularly scheduled hours. For purposes of this section, paid unworked time shall be counted as worked time. Employees shall be paid for the first five hours of overtime per week at a straight rate and thereafter at time-and-a-half, except that employees may choose compensatory time off, in lieu of payment, for the first five hours. Compensatory time off must be used within 30 calendar days. Employees who are required to work more than four (4) hours overtime shall be entitled to a half-hour paid meal break and meal allowance of \$4.00. Effective January 1, 1996, any work performed on weekends will be at the time-and-a-half rate.
- 5.2. Overtime opportunities shall be distributed as equitably as possible among qualified employees.
- 5.3. When an employee is requested to be on standby via beeper, he/she shall be paid \$50 for each week of standby duty, retroactive to July 1, 1995. Employees on standby shall be readily accessible for recall to work. Employees on standby who fail to respond to calls may

be subject to discipline.

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

#### ARTICLE VI

6.1. It shall be the policy of the Employer to avoid assignments of duties outside the scope of the employees' official job descriptions. Should it be necessary for an employee to fill in temporarily for another employee in a higher classification, this shall be done whenever practicable by means of a temporary promotion. If for any reason an employee is assigned such higher-level work but is not temporarily promoted, he/she shall nonetheless be entitled to the appropriate promotional pay for the duration of the assignment, beginning after one week, provided the employee is given such assignment by express directive.

#### ARTICLE VII

7.1. Employees shall be granted the following paid holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

If any of the above holidays falls on a Saturday, it shall be observed on Friday, and if any falls on a Sunday, it shall be observed on Monday. In addition, if Christmas Eve falls on a Friday it shall be observed on Thursday, and if it falls on a Sunday it shall be observed on Friday.

- 7.2. The Employer may grant additional paid holidays as may be proclaimed by the President of the United States, the Governor of New Jersey, or the Borough of Glassboro.
- 7.3. In order to be eligible for holiday pay, an employee must be on active pay status both before and after the holiday. Part-time employees shall receive holiday pay only for holidays that fall on otherwise scheduled work days.
- 7.4. In case an employee is required to work on a holiday, he/she shall be paid at the regular rate in addition to the holiday pay; provided, however, that if the employee works on a premium holiday, he/she shall be paid time-and-a-half in addition to the holiday pay. Premium holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving

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

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

#### VACATION

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

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

- 8.2. If, in any calendar year, an employee's vacation leave or any part thereof is not used, such unused leave shall be carried over and shall be used during the succeeding year. In no event, however, shall an employee be entitled to carry over more than one year's allotment.
- 8.3. An employee who resigns or otherwise separates during the course of a year shall be liable for any paid vacation leave which has been used in excess of his/her pro-rata entitlement. In the case of the employee's death, any unused vacation leave shall be cashed out and paid to the employee's estate.

## ARTICLE IX SICK LEAVE AND BEREAVEMENT

- 9.1. Full-time employees shall be entitled to paid sick leave as follows:
- (a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will receive one sick day; all others hired prior to the 24th day will receive one-half sick day;

- (b) During the remainder of the first calendar year, each employee will receive one sick day for each month of employment;
- (c) Thereafter, each employee shall be credited with 15 sick days at the beginning of each calendar year. If an employee resigns or otherwise separates during the course of a year, he/she shall be liable for any paid sick leave which has been utilized in excess of his/her pro-rata entitlement. Unused sick leave shall accumulate to the employee's credit from year to year. Sick leave for part-time employees shall be pro-rated.
- 9.2. Sick leave may be used in case of personal illness, accident, exposure to contagious disease, or when necessary on a short-term basis to attend to a member of the employee's immediate family who is seriously ill. Sick leave may also be used in case of bereavement in the employee's immediate family (three days per incident). "Immediate family" shall include the employee's parents, spouse, children, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any relative residing in the employee's household.
- 9.3. In case of disability due to illness or injury as a result of, or arising from, an employee's job, the employee shall be entitled to full pay and benefits during such work-related disability leave, not to exceed one continuous year in length or an aggregate of twelve months in any twenty-four-month period. However, unless waived by the Employer, pay shall not be issued until the claim is approved by the Worker's Compensation carrier. In the meantime, employees may utilize earned sick leave, which shall be restored upon approval of the claim. If the employee receives Workers' Compensation benefits in place of wages for the same illness or injury, the Employer will be reimbursed accordingly to prevent duplication of benefits.
- 9.4. A doctor's slip shall be required to verify illness for the purpose of granting sick leave for more than three consecutive days, unless waived by the Employer. Should a doctor's slip be required to verify illness in other circumstances, the employee shall be given timely notice on a case-by-case basis.
- 9.5. Each employee shall be entitled to three (3) paid leave days per year for bereavement in the employee's immediate family as defined in Section 2 above, as well as for grandparents, grandchildren, and foster children. Such leave shall be over and above any sick leave entitlement.
- 9.6. Upon retirement, unused sick leave shall be repurchased by the Authority at the rate of one day's pay for every two days of sick leave accumulated, with payment not to exceed \$1,000.

#### ARTICLE X MISCELLANEOUS PAID LEAVE

10.1. Jury, Court, and Military Leave. Employees shall be granted paid leave when summoned for jury duty or when subpoenaed as a witness in a trial or other legal hearing. Paid leave shall also be granted for temporary duty in the National Guard or Reserves. The employee's pay in such cases will be offset by the amount of jury fees, witness fees, or military pay received.

- 10.2. Personal Leave. In addition to other leave benefits, each employee shall be entitled to three (3) paid leave days annually for personal business which can not be handled outside working hours. Requests for personal leave must be made at least 48 hours in advance, except that such notice may be waived in case of emergency.
- 10.3. Union Leave. The Employer shall allow a maximum of five (5) paid leave days per year for each of two employees designated by the Union as representatives to participate in conferences, training, or other Union activities. Requests for such leave will be made by the Union at least one week in advance, unless notice is waived, and shall not be unreasonably depied.

#### ARTICLE XI UNPAID LEAVES OF ABSENCE

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

### ARTICLE XII HEALTH BENEFITS

- 12.1. The Employer agrees to continue all health benefits as currently provided.
- 12.2. All eligible employees shall be provided with coverage under the State Temporary Disability Benefits Law, through employer-employee contributions as required by such law. Employees shall also be covered by Workers' Compensation Insurance.

### ARTICLE XIII EDUCATIONAL ASSISTANCE

13.1. The Employer shall reimburse employees for the cost of tuition, fees, and required textbooks, not to exceed \$200 annually per employee, upon satisfactory completion of courses which the Employer determines will be of significant benefit on the job. At the discretion of the Executive Director, reimbursement may be extended to a maximum of \$400 per year if deemed appropriate. Advance written approval from the Employer shall be required.

### ARTICLE XIV CLOTHING ALLOWANCE AND TOOLS

- 14.1. Maintenance and custodial employees shall be supplied annually with eight (8) shirts (choice of long-sleeved and/or short-sleeved), five (5) pairs of pants, and one (1) jacket. Maintenance and custodial employees will also be permitted to order work boots through a supplier chosen by the Employer, the cost of which will be shared equally by the employee and Employer; provided, however, that if an employee purchases approved safety shoes, the Employer will assume full cost. Home service aides shall be supplied with three (3) smocks and two (2) pairs of pants annually.
- 14.2. The Employer shall be responsible for providing necessary tools to be used on the job. Rainsuits and slush boots will be made available as necessary for maintenance and custodial employees, and raincoats will be made available to home service aides. In addition, the Employer will provide all employees with a picture ID card identifying them as employees of the Housing Authority of the Borough of Glassboro.

#### ARTICLE XV TRAVEL EXPENSES

15.1. Employees who are required to drive their personal vehicles in the course of employment shall be reimbursed for mileage, as well as for tolls and parking expenses incident to such travel. The rate of reimbursement shall be 25¢ per mile as of July 1, 1995; 27¢ per mile as of January 1, 1996; and 28¢ as of July 1, 1996. Employees shall also be reimbursed for necessary and reasonable meal expenses when required to travel outside the County.

## ARTICLE XVI

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

#### ARTICLE XVII HEALTH AND SAFETY

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

### ARTICLE XVIII NOTICES

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

#### ARTICLE XIX

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

#### ARTICLE XX EVALUATIONS AND PERSONNEL RECORDS

- 20.1. Employees may be evaluated annually or as otherwise required. Employees shall be informed of all evaluation criteria prior to the rating period and shall be given a copy of the completed evaluation for review. Thereafter, each employee shall be given an opportunity to confer with his/her supervisor regarding the evaluation and improvement goals, where applicable. If an employee disagrees with an evaluation, he/she may request a reconsideration and/or attach written exceptions to the official record. Appeals may be made through the grievance procedure up to and including Step 2.
- 20.2. Each employee's official personnel records shall be available for his/her inspection upon request.

### ARTICLE XXI

- 21.1. All employees shall be entitled to Union representation at disciplinary hearings or at investigatory interviews or meetings which may result in disciplinary action.
- 20.2. All disciplinary actions shall be for just cause. It is understood that this incorporates the concept of progressive discipline, except in more serious cases warranting immediate removal. At each step of the disciplinary process an employee will be advised of his/her infraction, informed of the necessary corrective measures, and, if appropriate, informed that the next infraction will result in termination. In no case shall an employee be discharged or suspended without pay pending discharge without opportunity for a prior hearing.

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

#### ARTICLE XXII GRIEVANCE PROCEDURE

- 22.1. A grievance is herein defined as an appeal of the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the employees. The objective of the grievance procedure shall be to adjust disputes and disagreements between employees and management whenever possible, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein precludes the resolution of problems informally between employees and their immediate supervisors.
  - 22.2. General provisions.
  - (a) A grievance may be filed by an employee, a group of employees, or by the Union.
- (b) An employee shall be entitled to representation by a steward or other Union representative at each formal step of the grievance procedure. However, the Union's decision to terminate a grievance at any step of the procedure shall be final.
- (c) There shall be no loss of pay by any employee in the presentation of a grievance which is presented during work time. Any investigation of a grievance conducted during agency time must be with the permission of the immediate supervisor, which permission shall not be unreasonably withheld.
- (d) Failure of the grievant to file or advance a grievance within the applicable time limits shall constitute abandonment, unless caused by the failure of management to respond to a prior step of the grievance procedure. The time limits may be extended by mutual consent.
- 22.3. A grievance shall be filed within ten (10) working days of the occurrence being grieved or within ten (10) working days after the grievant would reasonably have been expected to learn of it; provided, however, that a continuing practice may be grieved within a reasonable time, but any remedy shall be limited to the date of filing. The grievance procedure shall consist of the following steps:
- Step 1. The grievance shall first be filed in writing with the Executive Director, who shall meet with the grievant(s) and the Union representative in order to resolve the matter if possible. A written decision will be rendered within five (5) working days. This step may be skipped by mutual consent.
- Step 2. If not resolved at Step 1, the grievance may be submitted in writing to the Commissioners within ten (10) working days thereafter. The Commissioners shall consider the grievance at their next meeting, provided it is received at least 48 hours in advance. Upon request, the Commissioners shall allow the grievant(s) to appear at the meeting and present their

arguments, or, alternatively, may appoint a committee to hear the grievance and make recommendations to the Board. A written decision shall be rendered within five (5) working days after the Board has heard the grievance or received recommendations from the committee.

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

### ARTICLE XXIII LABOR-MANAGEMENT MEETINGS

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

#### ARTICLE XXIV NON-DISCRIMINATION

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

### ARTICLE XXV UNION OPERATIONS

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

#### ARTICLE XXVI NO-STRIKE CLAUSE

26.1. The Union will not cause nor will any member of the bargaining unit take part in

any strike during the term of this Agreement. The Employer shall have the right to discipline up to and including discharge of any employee who instigates or gives leadership to, or participates in any such strike. The Employer reserves the right to seek damages or specific performance, or any other relief, such matters of law being determinable and enforceable in the courts.

#### ARTICLE XXVII RESERVATION OF RIGHTS

- 27.1. The Employer retains to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, except as limited by this Agreement:
  - (a) to direct employees of the Housing Authority;
- (b) to hire, promote, transfer, assign, and retain employees in positions in the Housing Authority, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to lay off employees from duty because of lack of work or for other legitimate reasons;
  - (d) to maintain efficiency of the Housing Authority operations entrusted to them;
- (e) to determine the methods, means, and personnel by which such operations are to be conducted;
- (f) to take whatever action may be necessary to carry out the mission of the Housing Authority in situations of emergency; and
- (g) to establish and enforce reasonable rules and regulations for department operations and conduct of personnel and maintenance of discipline.
- 27.2. The foregoing enumeration of specific rights retained by the Employer is not intended to be a waiver of any rights of the Employer not listed.
- 27.3. The Union reserves its right to negotiate changes in terms and conditions of employment.
- 27.4. All rules, regulations, and/or policies promulgated by the Employer for the proper, efficient operation of the public service shall be posted five (5) working days prior to implementation.

#### ARTICLE XXVIII SEVERABILITY AND SAVINGS

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

effect.

- 28.2. It is understood that this Agreement is subject to the terms and conditions of the Annual Contributions Contract between the Employer and the United States Department of Housing and Urban Development (HUD). If any provision of this Agreement shall conflict with any HUD agreement or regulation, or have the effect of eliminating or making the Employer ineligible for HUD funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to the law. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- 28.3. If any provisions of this Agreement require adoption or modification of the Rules and Regulations of the Civil Service system to become effective, or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary action or rule modifications are enacted, and the parties may jointly seek, if feasible, the enactment of such action or rule modification.
- 28.4. Where this Agreement is contrary to, or in conflict with, the provisions, statutes, rules, and regulations of Civil Service, such provisions, statutes, rules, and regulations of Civil Service shall control.

#### ARTICLE XXIX NEGOTIATING TEAM AUTHORITY

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

## ARTICLE XXX UNDERSTANDING OF PARTIES

- 30.1. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any subject matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 30.2. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by both parties.
- 30.3. Following the execution of this Agreement, the parties will continue negotiations regarding the establishment of flexible spending accounts, as permitted by Section 125 of the Internal Revenue Code, provided no significant cost to the Employer is to be incurred. The parties also agree to negotiate further concerning improvements and cost savings in employee

health benefits, provided benefits are not substantially diminished. The deadline for reaching an agreement concerning health benefits is April 30, 1996.

### ARTICLE XXXI TERM OF AGREEMENT

31.1. This Agreement shall take effect immediately and shall continue through June 30, 1997. Negotiations for a successor agreement shall commence on May 1, 1997.

IN WITNESS WHEREOF, the parties have caused their representatives to affix their signatures this day of for 1996.

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

Carol E. Hoy Rubaid a Dann Dona Holmes GLASSBORO

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#### APPENDIX I SALARY SCHEDULE A (EFFECTIVE JULY 1, 1995)

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long
01	387.79	12,926	13,314	13,702	14,090	14,478	14,865	15,253	15,641	388
02	407.18	13,573	13,980	14,387	14,794	15,201	15,609	16,016	16,423	407
03	427.54	14,251	14,679	15,106	15,534	15,962	16,389	16,817	17,244	428
04	448.92	14,964	15,413	15,862	16,311	16,760	17,209	17,657	18,106	449
05	471.37	15,712	16,184	16,655	17,126	17,598	18,069	18,540	19,012	471
06	494.93	16,498	16,993	17,488	17,983	18,478	18,972	19,467	19,962	495
07	519.68	17,323	17,842	18,362	18,882	19,401	19,921	20,441	20,960	520
08	545.66	18,189	18,734	19,280	19,826	20,371	20,917	21,463	22,008	546
09	572.95	19,098	19,671	20,244	20,817	21,390	21,963	22,536	23,109	573
10	601.59	20,053	20,655	21,256	21,858	22,460	23,061	23,663	24,264	602
-11	631.67	21,056	21,687	22,319	22,951	23,583	24,214	24,846	25,478	632
12	663.26	22,109	22,772	23,435	24,098	24,762	25,425	26,088	26,751	663
13	696.42	23,214	23,910	24,607	25,303	26,000	26,696	27,393	28,089	696
14	731.24	24,375	25,106	25,837	26,568	27,300	28,031	28,762	29,493	731
15	767.80	25,593	26,361	27,129	27,897	28,665	29,432	30,200	30,968	768
16	806.19	26,873	27,679	28,486	29,292	30,098	30,904	31,710	32,517	806
17	846.50	28,217	29,063	29,910	30,756	31,603	32,449	33,296	34,142	847
18	888.83	29,628	30,516	31,405	32,294	33,183	34,072	34,961	35,849	889

Note: Salary figures in this schedule reflect a 52-week period. Hourly rates are calculated by using 1,820 hours as the divisor.

#### SALARY SCHEDULE B (EFFECTIVE JULY 1, 1996)

Range	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long.
01	402.71	13,424	13,826	14,229	14,632	15,034	15,437	15,840	16,243	403
02	422.84	14,095	14,518	14,940	15,363	15,786	16,209	16,632	17,055	423
03	443.99	14,800	15,244	15,688	16,131	16,575	17,019	17,463	17,907	444
04	466.19	15,540	16,006	16,472	16,938	17,404	17,870	18,337	18,803	466
05	489.49	16,316	16,806	17,295	17,785	18,274	18,764	19,253	19,743	489
06	513.97	17,132	17,646	18,160	18,674	19,188	19,702	20,216	20,730	514
07	539.67	17,989	18,529	19,068	19,608	20,148	20,687	21,227	21,767	540
08	566.65	18,888	19,455	20,022	20,588	21,155	21,722	22,288	22,855	567
09	594.98	19,833	20,428	21,023	21,618	22,213	22,808	23,403	23,998	595
10	624.73	20,824	21,449	22,074	22,699	23,323	23,948	24,573	25,198	625
11	655.97	21,866	22,522	23,178	23,834	24,490	25,145	25,801	26,457	656
12	688.77	22,959	23,648	24,336	25,025	25,714	26,403	27,092	27,780	689
13	723.21	24,107	24,830	25,553	26,276	27,000	27,723	28,446	29,169	723
14	759.37	25,312	26,072	26,831	27,590	28,350	29,109	29,868	30,628	759
15	797.33	26,578	27,375	28,173	28,970	29,767	30,565	31,362	32,159	797
16	837.20	27,907	28,744	29,581	30,418	31,256	32,093	32,930	33,767	837
17	879.06	29,302	30,181	31,060	31,939	32,818	33,697	34,576	35,455	879
18	923.01	30,767	31,690	32,613	33,536	34,459	35,382	36,305	37,228	923

Note: Salary figures in this schedule reflect a 52-week period. Hourly rates are calculated by using 1,820 hours as the divisor.

# APPENDIX II TITLES AND RANGES

Account Clerk Typing	)3
Administrative Secretary	)9
Clerk Stenographer	)3
Clerk Typist	)2
Community Service Aide Typing	)5
Drug Abuse Counselor	15
Groundskeeper/Building Maintenance Worker	)2
Home Service Aide	)2
Housing Assistance Technician	)9
Maintenance Repairer	)6
Principal Account Clerk Typing	)9
Principal Clerk Stenographer/Personnel Clerk	)8
Senior Account Clerk Typing	)5
Senior Clerk Typist	)4
Senior Clerk Typist/Tenant Interviewer	)5
Senior Home Service Aide	)5
Senior Maintenance Repairer	
Supervisor of Accounts	2

