

COLLECTIVE NEGOTIATIONS AGREEMENT

between

ATLANTIC COUNTY UTILITIES AUTHORITY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 68

JANUARY 3, 1995 - JANUARY 2, 1998

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## ARTICLE 1

### PURPOSE

This Agreement entered into by the Atlantic County Utilities Authority (A.C.U.A.) hereafter referred to as the "Authority" and Local 68, International Union of Operating Engineers, hereafter referred to as the "Union" has as its purpose the promotion of harmonious and cooperative relations between the Authority and the Union; the establishment of equitable and peaceful means for minimizing such disputes and providing for their resolution.

The Authority and the Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the results of such negotiations and establishing procedures to provide for the protection of the rights of the Authority and the Union and to insure orderly and uninterrupted service to the public.

## ARTICLE 2

### RECOGNITION

The Authority recognizes and acknowledges that pursuant to the New Jersey Employer-Employee Relations Act, the Union has been certified as the sole and exclusive bargaining agent for all the Authority's eligible full time regular employees as contemplated by the Certification of Representative of the State of New Jersey Public Employment Relations Commission, Docket No. RO 94-135, and as listed under Appendix A attached hereto.

The Authority and its agents will not discriminate in any manner whatsoever against any member of the Union because of said membership and activity.

ARTICLE 3

UNION RIGHTS

A. Union Visitation: The Accredited representatives of the Union shall be permitted to enter the Authority premises, after giving advance notice to the President of the Authority, during working hours, with the proviso that at no time shall such visitation rights interfere with the work requirements of any employee or the operation of his/her department or the Authority.

B. Bulletin Boards: The Union may post notices and bulletins on the Union-designated bulletin boards as mutually agreed upon. Any material posted must be signed by a shop steward, dated and clearly identified as to source.

C. Union Dues: The Authority agrees to deduct Union monthly uniform membership dues, fees and assessments from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Authority in writing by the Union, and the aggregate deductions of all employees shall be remitted to the Union by the 15th of the following month, together with a list of names of all employees for whom deductions were made.

D. Agency Shop: The Authority agrees to implement an Agency Shop system in accordance with Chapter 477 of the Laws of 1979 (NJSA 34: 13A-5.5) with a Representation fee for non-members

equivalent to 85% of the regular membership dues, fees and assessments. The amounts to be deducted shall be remitted to the Union by the 15th of the following month. The Union certifies that it has established and maintains a demand and return system as required by law. The Union in exchange for the implementation of said Agency Shop, hereby agrees to hold the Authority harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this Agency Shop provision.

#### ARTICLE 4

#### MANAGEMENT'S RIGHTS

The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of New Jersey, and the United States of America; except as may be specifically modified in this Agreement. It is recognized that there are certain functions, responsibilities, and management rights exclusively reserved to the Authority, among which are the direction and operation of the Authority, the determination of the number and location of its facilities, the size of departments, the types of work performed, the schedules of production, work assignments of the employees, the operation of a job evaluation system, the machinery, tools and equipment used, and the making and enforcing of rules and regulations for production and the discipline and safety of employees.

None of the rules and regulations so formulated or as changed from time to time shall be inconsistent with this Agreement. Subject to the terms of this Agreement, the promotion, demotion, transfer, discharge or discipline for just cause and layoffs are the sole function of the Authority. All the terms and conditions of employment not set forth herein or not covered by existing statutes, are hereby reserved by the Authority as its management prerogatives and rights.

#### ARTICLE 5

##### NO STRIKE-NO LOCKOUT PLEDGE

During the term of this Agreement or any extension thereof the Union agrees that there shall be no strikes, walkouts, or stoppages of or interference with work and the Authority agrees that there will be no lockout during the term of this Agreement or any extension thereof.

#### ARTICLE 6

##### NO DISCRIMINATION

The Employer and the Union agree that the provisions of this Agreement shall be applied to employees covered hereby without discrimination based upon sex, age, race, color, creed, handicap, veterans status, marital status, or national origin.

#### ARTICLE 7

##### BEREAVEMENT DAYS

For absence due to death of a member of an employee's immediate family the employee shall receive up to three days off with pay, providing such time is used to make arrangements and



attend the funeral. "Immediate family" is defined as husband, wife, children, parents, brother, sister, mother-in-law, father-in-law, foster parents, step parents, foster children, step children, foster siblings, and step siblings.

For absence due to the death of other family members, of the employee, an employee shall be entitled to one day off with pay. "Other family member" is defined as aunts, uncles, brother-in-law, sister-in-law, first cousins, nieces, nephews and grandparents.

Upon return to work, the employee must present appropriate proof of death.

#### ARTICLE 8

#### JURY DUTY

An employee who is summoned for jury duty shall be reimbursed by the Authority for time when the employee must physically be at the court house serving in the capacity of a juror. Employees summoned to jury duty will be paid their regular hourly rate (straight time earnings) by the Authority during the period of such service, provided, however, that upon receipt of payment from the court, the employee will turn over such payment to the Authority, less traveling expenses.

The employee shall turn over to his/her supervisor documentation from the court showing the duration of the jury duty. If, on any day, the employee is excused prior to 2:00 p.m., the employee shall return to work.

Employees on probation shall not be entitled to jury duty pay.

ARTICLE 9

PERSONAL LEAVE OF ABSENCE

A. New Jersey Family Leave Act and Federal Family and Medical Leave Act.

Employees who have worked for the Authority at least 1,000 hours (State law) or 1,250 hours (Federal law) in the preceding twelve months, and who have been employed for at least twelve months, may be entitled to family leave under State or Federal law. An employee who seeks family leave will receive the more advantageous benefit, i.e. federal or state, for any given situation. Generally, family leave is available for employees in the event of the birth, adoption or foster care of a child; to care for a parent, parent of spouse, child or spouse with a serious health condition; or for the employee's own serious health condition. Please see the Human Resources Department for a complete explanation of Federal and State family leave laws.

B. Unpaid Personal Leave of Absence

When there are important personal reasons to justify same, employees may request an extended personal leave of absence without pay by submitting a request in writing to the Division Vice President. Such personal leave of absence is ordinarily for reasons other than medical. The request shall state the reason for the request, the date the leave shall commence and date on which the employee expects to return to work.

Such request for extended leave of absence will be considered, depending upon the Authority's staffing and manning requirements. Ordinarily the request shall be granted for a period of up to three months, and employees may request an additional three months leave which shall be subject to approval by the Authority. Except in the case of leaves taken under the Family Leave Act, employees must make arrangements for continuation of health benefits at their own expense during the leave period. Upon return to work from a personal unpaid leave of absence, the Authority will make a reasonable effort to return the employee to an appropriate job classification. However, reemployment upon termination of an unpaid personal leave of absence is not guaranteed, and is subject to the manning and staffing requirements of the Authority.

#### ARTICLE 10

#### MILITARY LEAVE

An employee who has completed his/her probationary period and who is a member of any guard or reserve component of any of the armed forces of the United States, shall be granted a military leave of absence with pay (computed at regular straight time earnings for a forty hour week) for a period of required annual field training to a maximum of two weeks per calendar year. The employee shall turn over to the Authority any pay received for such annual field training from the armed forces.

ARTICLE 11

HOLIDAYS

A. The Authority recognizes the following holidays:

*New Years Day	*Independence Day
Dr. Kings Birthday	*Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day (General)
Good Friday	Veteran's Day
*Memorial Day	*Thanksgiving Day
	*Christmas Day

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday; if the holiday falls on a Sunday, the following Monday will be observed as a holiday.

If the Authority may declare time off for any other day, such as a day preceding or following an existing holiday, such declaration shall apply to all employees, including those employees in the bargaining unit.

B. The holidays listed in Section A above, and preceded by an asterisk are not usually worked by employees. The remaining holidays (maximum of four (4) per year) may be scheduled as workdays by the Authority. The Authority agrees to post a schedule, in writing of the holidays to be worked in the following year during December of the preceding year. Should it become necessary to schedule work on any holiday not on the posted schedule, the Authority will give employees a minimum of ten (10) days notice, and will attempt to staff by volunteers before assigning regular employees.

C. If an employee is required to work on any of the foregoing holidays, the employee will receive time and one-half

for work performed on the holiday, plus eight (8) hours pay at the straight time rate for the holiday.

D. In order to receive holiday pay, employees must either work the regularly scheduled work day before and the regularly scheduled work day after the holiday, or be on a approved vacation of personal day. Should an employee fail to work on a scheduled holiday, the employee will not be paid for said holiday. Should an employee call in sick on a regularly scheduled work day before or after a holiday, or on the holiday itself, if scheduled to work, a doctor's certificate or other verification of illness may be required.

#### ARTICLE 12

#### VACATION LEAVE

A. Employees will earn annual paid vacation time according to the following schedule.

0	-	1 year	-	8 hours per month
1	-	5 years	-	96 hours
6	-	15 years	-	136 hours
16	-	25 years	-	176 hours

No vacation leave shall be earned for any month in which the employee is absent without pay for five or more days in that month.

B. During the first calendar year of employment the hours of vacation shall be accrued monthly and may only be taken as accrued. Thereafter the employee shall be advanced his vacation time on January 1st of each year. If the employee has taken more vacation leave than earned, the employee shall reimburse the Authority for such unearned vacation pay.

C. Vacation requests of five (5) days or more shall be submitted to the supervisor at least one (1) week in advance of the scheduled vacation. Vacation requests of four (4) days or less shall be submitted to the supervisor at least twenty-four (24) hours in advance of the scheduled vacation. Vacation requests will be approved on a "first requested, first approved" basis, subject to staffing and manning requirements. In the event requests are received simultaneously, seniority will be the determining factor.

D. Employees may accrue a bank of vacation days up to thirty (30) days based upon the employee's vacation entitlement.

E. Unused vacation time will be paid to any employee leaving the service of the Authority, and will be paid on a pro-rated basis of the individual's current vacation schedule. Such payment is conditioned upon the employee giving at least two (2) weeks notice of termination to the Authority in writing.

#### ARTICLE 13

#### CREDIT UNION

The Authority shall continue to offer all regular employees membership into the ABCO Public Employees Federal Credit Union.

#### ARTICLE 14

#### DEFERRED COMPENSATION PLAN

The Authority shall continue to offer and maintain the current deferred compensation plan, or an equivalent plan.

ARTICLE 15

DIRECT DEPOSIT

The Authority shall continue to offer direct deposit banking to all regular employees, where available.

ARTICLE 16

JOB POSTINGS

All positions which become open shall be posted for five (5) working days throughout the Authority. Employees with a minimum of six months of continuous regular employment are eligible to bid for all job openings, subject to the eligibility criteria established by the Authority for the position. A copy of all postings shall be sent to the Union. The following conditions apply to the posting of jobs.

a. Applications are to be submitted in writing to the site manager by the posted deadline.

b. The Authority reserves its right to determine whether a job shall be filled.

c. In determining eligibility for the posted job, the Authority will consider the attendance record during the preceding twelve (12) months of the applicant, and the applicant's disciplinary history during the preceding six (6) months, along with all other eligibility requirements. In the event that two (2) or more applicants are equal in qualifications for the job opening the Authority shall select the most senior employee, seniority being the length of regular service with the Authority.

d. In filling jobs, the Authority shall adhere to Affirmative Action obligations and responsibilities.

#### ARTICLE 17

#### DISCHARGE AND DISCIPLINE

A. The Authority reserves the right to discipline employees, up to and including discharge, for just cause, subject to the grievance procedure. When an employee is reprimanded, the reprimand will be reduced to writing and copies will be given to the individual concerned, the employee's shop steward and sent to the Union. A copy of the report will be placed in the employee's personnel file. At any discussion concerning disciplinary action the employee upon request will be entitled to have the shop steward present.

B. Each employee may review his/her own personnel file kept at the Atlantic City office, in the presence of the supervisor or the designated representative of Human Resources. Only one request for a review of an employee's personnel file will be granted each contract year, unless the review is requested by the Union in connection with the processing of a grievance. A request to do this must be made through the employee's supervisor, who will make the necessary arrangements for the review, after working hours. The employee's shop steward, if requested by the employee, may be present at such review.



ARTICLE 18

GRIEVANCE PROCEDURE

A. All differences, disputes and grievances with respect to the application and interpretation of this Agreement shall be taken up between the Union and the Authority as follows:

B. Any employee, or groups of employees, the Union Steward or Union may present grievances to the management of the Authority and may be represented by any person of their own choosing, provided, in any case, a Union representative shall be present.

A grievance shall be presented in the manner described hereafter no more than seven (7) working days after the occurrence of the cause of such grievance or within seven (7) working days after the employee, group of employees, Union Steward or Union became aware, or should have become aware, of the cause of such grievance.

Step No. 1: The grievance will first be discussed between the aggrieved employee and the Shop Steward and may be presented to the Manager or designee. This grievance may be stated orally or in writing, and if no settlement is reached the grievance shall be reduced to writing and may thereafter proceed to Step No. 2.

Step No. 2: If the grievance remains unsettled, it may be presented by the Local 68 Business Representative to the Vice President, or his/her designee, in writing, within seven (7) working days of the Step 1 answer. The Vice President or

designee will meet with the Local 68 Business Representative and the grievant promptly after receipt of the grievance, and shall respond in writing to the Union within seven (7) working days from the conclusion of said meeting.

Step No. 3: If the grievance remains unsettled, it may be presented by the Local 68 Business Representative, in writing, to the President of the Authority or his/her designee within seven (7) working days of the Step 2 answer. The President or his/her designee shall meet with the Local 68 Business Representative and the grievant and respond in writing to the Union within ten (10) working days.

Step No. 4: If no satisfactory settlement has been arrived at in Step 3, then the grievance, at the option of either party, shall be referred to arbitration pursuant to the rules of the New Jersey Public Employment Relations Commission. The party requesting arbitration must submit the demand for arbitration to the New Jersey Public Employment Relations Commission within fifteen (15) working days of receipt of the written response in Step 3 above.

Each party to the proceeding shall bear the expense of the preparation and presentation of its own case. The costs of the arbitrator shall be born equally by the parties. The award of an arbitrator upon any grievance subject to arbitration shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have the authority or jurisdiction to add to, subtract from, or modify this Agreement in any way.

The extension of the time limits in any of the steps of the grievance procedure shall be permitted only with the written consent of both the Union and the Authority.

#### ARTICLE 19

#### BREAKS AND LUNCH PERIODS

First break must be taken at 10:00 a.m. and second break must be taken at 2:00 p.m. After 2:00 p.m. break, breaks may be taken every four (4) hours for fifteen (15) minutes. Breaks and lunch periods for solid waste operations will be assigned by the management staff as time permits. In the event that recycling, processing, composting, trash disposal and maintenance schedules do not afford employees the specific morning and afternoon breaks, said time for missed breaks will be added to the employees lunch break. This determination will be made by management.

Employees cannot leave the Environmental Park site and cannot go to their vehicles during breaks.

Lunch periods will be thirty (30) minutes. In-house employees and shuttle drivers must punch in and out during lunch period. Shuttle drivers will go to lunch as determined by the dispatcher and shuttle schedule.

For recycling drivers and crews on routes (residential and commercial) lunch breaks will be taken in the collection zone being done at that time, to the greatest extent possible. All break and lunch periods for collection crews will be called in to

RC-1 (recycling center dispatcher) by the vehicle driver and logged in.

## ARTICLE 20

### HOURS OF WORK

#### Work Week/Work Day:

1. The normal work week shall consist of forty (40) hours per week, which shall include five (5) consecutive, eight (8) hour work days, with a one-half ( $\frac{1}{2}$ ) hour non paid meal period per day. The work week shall be from Monday to Friday, or Tuesday to Saturday for the employees currently working that shift at the Transfer Station. The hours of work shifts shall remain the same and listed in this Agreement. In the event that the Authority requires to change an employee's shift or workdays, the Authority shall provide the employee, shop steward and Union a minimum of two weeks notice.

2. Employees must clock in at the commencement of their shift and clock out at the termination of their shift. No employee is permitted to punch another employee's time clock. Discipline shall be imposed on any employee violating the foregoing. Additionally, discipline shall be appropriate in the case of any employee who repeatedly fails to clock in or out.

3. After an employee has clocked out, the employee must leave the Authority premises within fifteen (15) minutes and not return until the next scheduled shift.

ARTICLE 21

SHIFT DIFFERENTIAL

Employees working an entire evening shift (a shift all of which takes place between the hours of 3:00 p.m. to 7:00 a.m.) shall receive a 50¢ per hour shift differential in addition to their regular hourly rate of pay.

ARTICLE 22

WORKING AT A HIGHER (LOWER) JOB CLASSIFICATION

Any employee who temporarily replaces another employee in a higher classification will receive the next hourly rate of pay in the higher classification, for work performed in said higher classification above their current regular hourly rate, provided that they work at least three (3) hours in said higher classification.

If any employee works overtime in the higher classification, compensation will be at the overtime rate of the higher job classification. Employees working on a holiday in a higher job classification shall be paid for the holiday at the higher rate.

If an employee temporarily replaces an employee in a lower classification, the employee will continue to receive their regular hourly compensation.

ARTICLE 23

PROBATIONARY PERIOD

A. For regular appointments in Authority service, the working test or probationary period shall be ninety (90) calendar days, not subject to extension. During that period, the

probationary employee will receive no benefits, but shall accrue sick and vacation time which the employee shall be entitled to after successful completion of the probationary period. The Authority may terminate the service of any probationary appointee if, in the opinion of management, the employee has not performed satisfactorily. Terminations of probationary employees in their first ninety (90) days of regular employment shall not be subject to the grievance procedure.

B. In addition to the ninety (90) day probationary period for regular employees, there shall also be a ninety (90) day probationary period for employees who are promoted, transferred, or reassigned. In case of promotions, transfer or reassignment, all current benefits shall continue during the probationary period, and the employee shall receive the higher rate of pay of the higher job classification, if applicable, beginning on the first day of probation.

In the event that the Authority extends the probationary period, the Authority shall notify the employee in writing concerning the reasons for such extension, and forward a copy of the notification the Union.

#### ARTICLE 24

##### CATEGORIES OF EMPLOYEES

A. Regular Employee. A regular employee is any employee who has been hired for full time employment and has successfully completed the probation period set forth in Article 23 hereof. The regular period of employment begins on the day following

satisfactory completion of the probationary period. Regular employees are eligible for Authority benefits and all other rights of regular employment contained in this agreement.

B. Part Time Employees. A part time employee is one whose regular hours of duty are twenty-four (24) hours or less per week. Part time employees are not eligible for benefits.

C. Temporary Employees. A temporary employee is one who is:

- (a) Hired as seasonal help; or
- (b) hired to replace a regular employee who cannot work for a specified period of time; or
- (c) hired for a specific job, for a specified period of time.

If the Authority converts the temporary job into a regular job, then the position shall be posted, the same as any other opening in the Authority. Temporary personnel will have the right to bid on jobs posted; however, they will not be given credit for length of service or experience during such temporary employment.

D. In the event the Authority hires part-time or temporary employees, these employees shall not cause a layoff of any current regular full-time employees represented under this Agreement.

#### ARTICLE 25

#### MEDICAL BENEFITS

A. This Article is subject to the reopener provisions of this Agreement, and it is contemplated that the subject of employee health and medical benefits will be the subject of renegotiations as provided in this Agreement.

B. The Authority continues to provide benefits to its employees through the Atlantic County Utility Authority Employee Health Benefit Plan. The Authority reserves the right to change carriers, provided that the benefits under the new plan are substantially the same as those under the current plan.

C. Coverage will begin for eligible employees on the first of the month following completion of the employee's ninety (90) day probationary period.

D. The Authority will continue to provide the health benefit free of charge to all regular full time employees and their eligible dependents.

E. The Authority will continue to provide and pay for its current dental insurance plan for all regular full time employees and their eligible dependents. Coverage for dental insurance commences under the same terms as coverage for health insurance.

F. The Authority will continue to provide and assume the full cost of the current prescription drug plan for all regular full time employees and their eligible dependents. Coverage commences under the same terms as health insurance coverage.

Employee co-payments are as follows:

Name Brand:	\$5.00 co-pay
Generic:	No Charge
Mail Order:	No Charge

G. The Authority shall continue to provide and pay for the current vision plan for all employees and their eligible dependents, as defined in the health benefits plan.



ARTICLE 26

RETIREMENT HEALTH INSURANCE

Employees covered under this Agreement will continue to participate in the Authority's Retiree Health Insurance Program.

ARTICLE 27

LONGEVITY PAYMENTS

The Authority will continue to provide longevity payments, which are based upon complete years of regular service with the Authority. The hiring date of the employee into regular employment determines longevity benefit eligibility. Such payments are paid yearly and will be processed monthly following the employee's longevity date. Leaves of absence up to three months and sick leave will be counted toward years of service for purposes of the longevity payment.

Payment of longevity will be made on the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
6-10	\$350.
11-15	\$500.
16-20	\$700.
21 +	\$1,000.

Longevity payments will not be added to the employee's base salary.

ARTICLE 28

SAFETY GLASSES

The Authority will provide one pair of prescription safety glasses to those employees who are required to use safety glasses as a condition of their employment. The employee is

responsible for the cost of replacement of broken or damaged safety glasses.

## ARTICLE 29

### TRAVEL REIMBURSEMENT

A. Personal Vehicle Use. In the event that an Authority vehicle is not available, employees are permitted to use their personal vehicles for Authority business, provided that the vehicle is insured per New Jersey law. Any employee using his or her personal vehicle for Authority business will be compensated at the rate of \$.26 per mile. Parking and toll charges, supported with receipts, will be reimbursed at the actual cost.

B. Trips. If an employee is assigned by the Authority to an overnight assignment out of County, State or Country, the employee will be reimbursed for all documented expenses connected with the assignment. The daily food allowance for all employees is \$50. per day. Hotel and travel reservations are to be made through the Authority, and authorized in advance.

Upon return to work, the employee must complete an expense record and provide support documentation for all expenses. Authority funds are not to be used for the purchase of alcoholic beverages.

C. Reimbursement is made after approval at the monthly meeting of the Board of Commissioners.

ARTICLE 30

TUITION REIMBURSEMENT

The Authority will continue to provide, where in its discretion it deems appropriate, tuition reimbursement for job-related courses, subject to prior written approval of the Authority.

Employees requesting tuition reimbursement are required to submit a written request to their immediate supervisor. Such request must be submitted and approved prior to enrollment. No authorization for tuition reimbursement shall be effective until approved by the Authority.

Employees may also be eligible for tuition reimbursement for classes pertaining to an Authority operation other than the operation in which the employee is currently working, pursuant to the provisions of the Benefits and Procedures Manual.

Reimbursement for approved job-related courses will be made upon satisfactory completion of said course, with a minimum passing grade of "C". Documentation supporting satisfactory completion of a course must be sent to the Assistant Secretary, and is necessary prior to reimbursement. In the event that an employee has an alternate means of funding for tuition expenses at a particular school, the employee is required to utilize that funding source prior to requesting tuition reimbursement.

Reimbursement is made after approval at the monthly meeting of the Board of Commissioners.

ARTICLE 31

UNIFORMS AND SAFETY SHOES

A. Uniforms will be provided by the Authority to all employees whose position requires them. Authority issued uniforms (i.e. pants, shirts, jackets, gloves, hats, etc.) must be worn at all times. The Authority will also provide bi-weekly cleaning service for Authority provided uniforms at no expense to the employee.

B. Safety Shoes. The Authority will provide each employee with up to two pair of safety shoes including one pair of winter safety boots per contract year. The Authority shall provide the standard issue safety shoe or winter boot, and if the employee wishes to select another style of safety shoe, the employee must purchase said safety shoe from the Authority's vendor and will be given an allowance of up to \$70.00 per pair. The employee is responsible to pay the amount in excess of \$70.00. Employees are required to wear safety shoes at all times while working.

C. Safety Equipment. The Authority will provide all employees with necessary safety equipment. Employees are required to wear and use such safety equipment at all times when working.

ARTICLE 32

U.S. SAVINGS BONDS

The Authority shall continue to provide regular employees the opportunity to purchase U.S. Savings Bonds through payroll deduction.

ARTICLE 33

PENSION PLAN

Employees are required to join and participate in the Public Employees Retirement System at the time of regular appointment. Coverage and benefits under PERS are governed by applicable New Jersey law.

ARTICLE 34

SAFETY

A. The Authority is committed to providing a safe and sanitary work place for all employees. Employees are encouraged to bring any unsafe conditions to the attention of the supervisor or safety-training coordinator. The Authority will continue to maintain reasonable safety rules and regulations which shall be posted at each work location. Employees are responsible to adhere to said rules and regulations.

B. The Union shall designate five (5) employees (2 recycling employees, 1 transfer station employee, 1 landfill employee, and 1 maintenance employee) as members of a joint committee which shall include an equal number of management personnel, designated by the Authority, to meet every two (2) months to discuss safety conditions and make recommendations to the Authority.

ARTICLE 35

CROSS TRAINING

The Authority shall continue to offer cross training to employees in the bargaining unit. The Authority shall determine

the frequency and type of cross training required. When cross training is to be conducted, the Authority will post notice of same and permit employees to sign up for such cross training. The Authority will make its selections on a fair and equitable basis, ordinarily making such selections in the order in which employees signed up.

#### ARTICLE 36

##### LAYOFF AND RECALL

Except in cases of an emergency, the Authority will make every reasonable effort to provide a thirty day calendar notice of layoff to any employee. In the event of layoff or transfer, the last person hired in the position in question shall be the first to be laid off or transferred. An employee may bump, by seniority, into the last previous regular position held with the Authority.

Laid off employees shall remain on a recall list for two years. They shall retain all seniority. The last person laid off in a given position shall be the first person recalled in that position.

The Authority will notify the laid off employee at his/her last known address of his/her recall to work by certified mail. The employee shall respond within seven calendar days and return to work, if gainfully employed elsewhere, within fourteen days. Failure of a laid off employee to respond within seven calendar days shall result in forfeiture of all recall rights.

Any employee on layoff status shall not accrue seniority or benefits of any nature during such layoff status.

ARTICLE 37

TEMPORARY DISABILITY INSURANCE

All employees shall continue to be covered by the current disability insurance for illness or injury off the job, that is provided by the Authority. This benefit shall be paid entirely by the Authority. This benefit shall pay sixty percent (60%) of the employees base salary. Additional coverage may be purchased at the employees expense.

ARTICLE 38

INCLEMENT WEATHER

Bargaining unit employees will be included in the Authority Inclement Weather Policy as set forth in its Benefits and Procedures Manual.

ARTICLE 39

WASH UP TIME

All employees shall be entitled to a five (5) minute wash up before lunch, and a five (5) minute wash up at the end of their shift. It is understood that employees may not punch out prior to the end of their shift.

ARTICLE 40

PERSONAL DAYS

1. All employees shall be entitled to three (3) personal days (24 hours) per year. Personal days may only be taken in full day or half day increments, unless the site manager requests

the use of less than a four (4) hour increment. Personal days should normally be used for emergencies, observance of religious holidays, or business that must be attended to during business hours.

2. Personal days cannot be applied to vacation, sick leave, or holiday time, unless with the prior approval of the employee's supervisor. Personal days are not accumulative, i.e. cannot be carried over to the following year. Unused personal days are not paid for.

3. Whenever an employee uses personal leave, advance approval is required, unless an emergency exists.

#### ARTICLE 41

#### OVERTIME

1. Employees shall be compensated at the overtime rate of 1 and  $\frac{1}{2}$  times the regular base pay for all hours worked in any week in excess of 40 hours of actual work during that week. Overtime shall also be paid to each employee for any work performed in excess of eight (8) hours in a given day, provided the employee has worked at least forty (40) hours during the work week. Overtime pay shall not be pyramided.

2. Overtime will be based upon hours actually worked during the normal work week, which shall include hours not worked due to paid sick time, paid vacation time, paid personal days or paid holidays.

3. It is a condition of employment that all personnel shall continue to work until all assignments are complete.



4. Overtime shall be equitably distributed to the extent possible and practicable among the employees capable of performing the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.

#### ARTICLE 42

##### BONUS PROGRAM

The Authority shall continue to provide the current bonus program to the employees in the bargaining unit. Within sixty (60) days after the signing of this Agreement, the Union and the Authority shall meet and confer to analyze the program and to discuss possible modifications to the program. The Authority shall consider in good faith any Union proposals in this regard, but the Authority shall retain the final authority to set the standard.

#### ARTICLE 43

##### WORKERS COMPENSATION AND SICK LEAVE

###### A. Workers Compensation

1. Any employee who is injured on the job is eligible for disability benefits pursuant to the Workers Compensation Law of New Jersey. If an employee is injured on the job, payment will be made by Workers Compensation Insurance after the first seven (7) calendar days. All regular employees, regardless of date of hire, will be paid their regular earnings for the first seven (7) calendar days of their first compensable claim of the year, which will not be charged against sick leave and will not be counted as an incident under the sick leave program. For subsequent claims

in the same calendar year, employees will use accrued sick days for the first seven (7) calendar days of each claim, which will count as an incident.

2. Employees hired prior to September 21, 1992 will receive, in lieu of statutory workers compensation benefits, an amount equal to seventy-five (75%) percent of their base rate of pay from the eighth (8th) calendar day of a compensable claim. Employees will be responsible for endorsing checks received from the Authority's Workers Compensation carrier back to the Authority.

3. Employees hired on or after September 21, 1992 will receive only those statutory benefits which are provided by the Atlantic County Utilities Authority's Workers Compensation carrier.

4. Medical attention will be arranged at the authorized medical facility of the compensation carrier, or at the Atlantic City Medical Center Emergency Room if such authorized medical facility is not open and emergency care is necessary.

#### B. Sick Leave Program

The Authority sick leave program for bargaining unit employees is annexed hereto as Appendix B, which shall be incorporated by reference into this provision.

### ARTICLE 44

#### SCOPE OF AGREEMENT

A. The relationship of the parties is fully and exclusively set forth by this agreement, which contains all

benefits employees are entitled to notwithstanding any established past practices in existence prior to this agreement. "Benefits" include, but are not limited to, wages, increments, longevity payments, hours of work, paid time off and other economic conditions of employment.

The parties agree that they have bargained fully with respect to all proper subjects of negotiations, and have settled all such matters as set forth in this agreement.

B. The parties further acknowledge that non-economic benefits and terms and conditions of employment as set forth in the Authority's benefits and procedures manual shall continue to apply to all employees, to the extent that same are not inconsistent with any provision of this agreement.

#### ARTICLE 45

##### SALARY & COMPENSATION PROGRAM

###### A. Salary Adjustments

1. Effective July 1, 1994, there has been a three percent (3%) across-the-board increase applied to the base salary.

2. Effective July 1, 1995, there shall be a three percent (3%) across-the-board increase applied to the current base salary for each employee covered by this Agreement.

3. Wage increases for the periods beginning July 1996 and July 1997 will be subject to negotiations pursuant to the reopener provisions of this Agreement.

###### B. Salary Range

1. The Atlantic County Utilities Authority compensation plan salary schedule consists of a ten (10) step salary range and is annexed hereto as Appendix C. Effective January 1, 1996, all employees covered by this Agreement will advance in annual 1 step increments until reaching the tenth and final step in the salary range.

2. Merit increases are realized on an employee's one year anniversary date of regular employment and every January 1st thereafter, pending an overall satisfactory or better rating on the performance evaluation. Those employees receiving an overall satisfactory or better rating will advance one step on the salary range annually.

3. An employee who receives a below average rating on the performance evaluation may have an increment withheld on the following basis:

a. Approximately each July, the employee shall receive a written evaluation from the employee's supervisor, which will be signed by the manager. If the employee does not agree with the evaluation, the employee or the Union shall have the right to request a meeting with the site manager.

b. If an increment is withheld for calendar year 1994 effective January 1995, the employee or the union may seek a review of the withholding of the increment through the normal Authority internal review procedures. Beginning with increments for calendar year 1995, which increments would be effective January 1996, if an increment is withheld, the employee or the

Union may grieve the withholding of the increment pursuant to the grievance and arbitration provisions of this agreement, Article 18.

#### ARTICLE 46

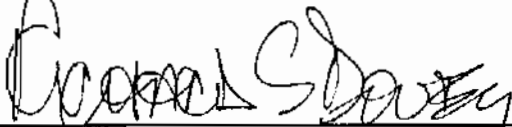
##### DURATION AND TERMINATION

A. This agreement shall be effective as of January 3, 1995 and shall remain in full force and effect until January 2, 1998. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty calendar days prior to the expiration date that it desires to commence negotiations.

B. Either party shall have the right to reopen this agreement for the purpose of negotiating with respect to wages, medical benefits and subcontracting for the remaining term of the contract, commencing January 3, 1996, provided the party seeking to reopen for such negotiations gives the other party notice of such intent in writing at least sixty days prior to January 3, 1996. If neither party exercises its rights set forth herein to reopen this agreement, the wage rates in effect on January 3, 1996 for employees covered by this agreement, as well as medical benefits, shall remain in full force and effect until the termination set forth in paragraph A above. All other provisions of this agreement shall remain in full force and effect for the entire period of this contract.

IN WITNESS WHEREOF, the Atlantic County Utilities Authority and Local 68 of the International Union of Operating Engineers, AFL-CIO CLC, have caused this Agreement to be signed by the duly authorized representatives as of this 1<sup>st</sup> day of May, 1995.

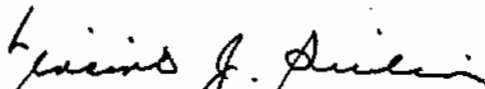
For the Atlantic County Utilities Authority:



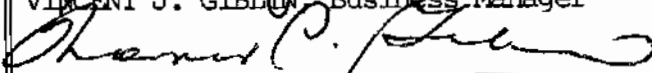
Richard S. Dovey, President

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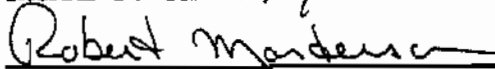
For Local 68 of the International Union of Operating Engineers, AFL-CIO CLC



VINCENT J. GIBLIN, Business Manager



THOMAS P. GIBLIN, President



ROBERT MASTERSON, Business Representative & Recording Secretary

\_\_\_\_\_



Business Representative

LAW OFFICES  
RUZZESE, McDERMOTT,  
MASTRO & MURPHY  
PROFESSIONAL CORPORATION  
INDEPENDENCE BOULEVARD  
P.O. BOX 112  
BERTY CORNER, N.J. 07808  
(609) 560-1776

APPENDIX A

Classifications Covered By This Agreement

Diesel Mechanic  
Maintenance Mechanic  
Maintenance Person  
Laborer  
Equipment Operator II  
Recycling Vehicle Driver  
Equipment Operator I  
Material Handler  
Warehouse Handler  
Scale Master  
Inspector  
Equipment Operator II  
Yard Jockey  
Dump Truck Driver  
Auto Car Driver  
General Laborer

## APPENDIX B

### **Sick Leave Program**

The purpose of sick leave is to allow the continuation of salary and benefits for regular employees of the Authority, at times when an employee is medically incapable of performing his or her duties. The Authority has the obligation and the legal right to prevent sick leave abuse and will move aggressively to prevent abuse of this benefit.

Sick leave will not be advanced under any circumstances.

Employees are not permitted under any circumstances to call in sick and then change the time to vacation or personal time.

Sick leave defined: Sick leave is leave granted to regular employees of the Authority by reason of the illness or injury of an employee or family member, sufficiently serious that the employee is either personally incapable of performing his or her duties or is required to personally attend to the family member. Leave taken for routine medical care for employees or family members (such as physicals, routine office visits, etc.) is not considered sick leave but must be taken as vacation or personal leave.

Earning sick leave: Effective February 1, 1995, new hires will earn five hours of sick leave on the completion of each full calendar month of employment. Current regular employees who have less than 240 hours accrued sick leave as of the signing of this Agreement will continue to earn ten (10) hours of sick leave on the completion of each full calendar month of employment. They



will move into the paid sick leave bank on January 1st of the year following the year in which they accrue a total of 480 or more sick leave hours. They will then be entitled to the benefits of the "paid sick leave bank" as hereafter provided. An employee who enters the sick leave bank with more than 480 accrued sick leave hours will be credited with 600 hours as of the date the employee enters the paid sick leave bank (Example: An employee accrues 500 hours as of December 31, 1995. Said employee will enter the paid sick leave bank on January 1, 1996 with 600 hours) The month of Hire, and any month containing forty (40) or more unpaid hours, are not considered full calendar months of employment for this purpose.

Effective on the date of signing of this Agreement, any current regular permanent employee with 240 or more accrued sick leave hours will move into the "paid sick leave bank" and be credited with 480 hours of sick leave, or 600 hours of sick leave if said employee has more than 480 hours accrued as of the date of the signing of this Agreement. On each January 1st of each year following the year in which an employee enters the paid sick leave bank, an additional 120 hours will be credited to the employee's paid sick leave bank until a maximum of 1080 hours is reached (for example, an employee who accrues 480 hours of sick leave in 1995 will enter the paid sick leave bank on January 1, 1996 and will accrue an additional 120 hours of sick leave on January 1, 1997 and each January 1 thereafter).

No cash payment will be made at termination of employment or at retirement for any accrued sick leave, regardless of whether or not the employee is in the paid sick leave bank at time of termination or retirement.

**Attendance bonus:** Employees in the paid sick leave bank program will earn a bonus of 2.4% of base salary, to a maximum of \$1,000 in a calendar year in which no leave is taken under circumstances which qualify as an "incident" under this policy. The bonus percentage will decrease by .05% for each hour of leave taken under circumstances which qualify as an "incident" (including for this purpose the first workers' compensation claim for any employee whether or not the employee is entitled to salary continuation) so that the use of 48 or more hours during the calendar year will result in the bonus amount being zero. Employees taking unpaid leaves of absence which are granted by the Authority at the employee's request are not eligible for this benefit in any year in which such leave is taken. This bonus will be paid in March of the following calendar year (based on hourly rate as of the preceding December 31) to all eligible employees who are still in the employ of ACUA at that time, if budget conditions allow. Employees are encouraged to invest this bonus in the Authority's deferred compensation program. Special enrollment sessions will be held for this purpose.

**Use of sick leave:** Employees may use their entire allocation of sick leave for their own illnesses, subject to the provisions of this policy. Use of sick leave by reason of the

illness or condition of a family member is limited to 120 hours in a calendar year.

Definition of "incident": An "incident" is considered to be any absence from any assigned shift of one hour or greater, but not including properly granted personal, vacation, jury duty, military, family, or bereavement leaves, or certain workers' compensation leaves in accordance with Authority policy. Incidents of less than one hour (such as tardiness, leaving early, etc.) for reasons other than illness will be handled under other applicable policies as may be appropriate to the situation, and may result in disciplinary action. Any employee leaving work on account of illness will be considered to have taken a minimum of one hour's time.

Incidents will be tracked on a revolving twelve-month basis, not on the basis of the calendar year. For example, on July 15 the number of incidents is counted from the previous July 15, not from January 1 of that year. Employees are responsible for knowing their status in this regard.

Each instance of unexcused absence, such as not reporting to work and not calling to report the absence; calling in sick on a holiday, volunteering to work overtime and not reporting to work, and similar absences will be considered as two "incidents" and subject to the appropriate disciplinary action.

Absences that relate to a single ongoing illness or condition may, upon proper verification and if in the opinion of the division Vice President or the Authority Secretary the

circumstances warrant, be treated as a single incident. In the event that an employee's circumstances warrant special consideration in this regard, it is the employee's responsibility to bring this to the attention of management.

**Verification:**

**Calling In:** Employees are required to call in each day of absence unless directed otherwise, and to notify their supervisor whether the absence is for themselves or for a family member. The employee must call in personally unless he or she is hospitalized. All employees calling in sick are expected to be available for contact by telephone.

Absences are to be reported as follows:

**Recycling:** Not less than half an hour before start of shift, at any of the following: (609) 646-5500 or (609) 272-6960.

**Solid Waste Maintenance:** within one hour of start time (609) 646-5500 or (609) 645-0273.

**Transfer Station Day Shift:** between 6:30 and 7:00 a.m.  
**Transfer Station Evening Shift:** not less than half an hour before start of shift. Transfer station employees on either shift are to call (609) 272-6987 or (609) 646-5500.

**Failure to call in or report for work for three (3) consecutive scheduled work days ("No call/no show"), in absence of significant incapacity of the employee that prevents access to a telephone (for example, emergency hospitalization for a serious**

illness or injury), will be considered voluntary resignation not in good standing.

Medical certification required: "Medical certification" is defined as follows: A written statement from a licensed physician stating that the employee was, as of each day on which leave was taken, medically unable to perform his or her assigned duties. In the case of a family member, medical certifications must state that the family member was ill and required the assistance of the employee on the date in question.

The Authority, through the division Vice President or the Authority Secretary, may require medical proof for any sick leave at any time and, in the event of chronic sick leave usage, may require the employee to be examined by an Authority physician (any such examination to be at the Authority's expense). The Human Resources office will spot-check medical certifications to assure their authenticity and prevent abuses. Claimed sick leave that is not properly verified will not be paid, and any related holiday pay will also not be provided.

In addition to the above, medical certification will be required in the following situations for the employee or family member, as appropriate:

On return to work following an incident of more than two working days;

On return to work following the fourth incident and each incident thereafter, regardless of its duration, in any revolving 12-month period; and

On return to work after calling in sick on a holiday on which the employee is scheduled to work, or on the day before or after a holiday if the employee is scheduled to be off.

Medical certifications are to be presented to the employee's immediate supervisor on return to work. If proper certification is not presented the employee may not be permitted to return to work and will not be paid for the period of additional absence.

Disciplinary action: The Authority has the right to take disciplinary action under any circumstances, and at the appropriate level of severity (depending upon the facts of the case and the employee's overall record), where sick leave benefits have been abused or misused. Disciplinary action is likely to be taken in the following cases:

1. Falsification of any medical certification (likely action: immediate termination of employment).
2. On the fifth and following incident(s) in any twelve-month period (likely action: verbal warning at the division level for fifth incident, written warning at sixth, suspension at seventh, suspension or termination for additional incidents, termination being the likely result for eight or more incidents).
3. In the case of any sick leave which is not properly substantiated, or which indicates a pattern of abuse, such as consistently before or after scheduled days off, or sick leave consistently taken immediately after it is accrued (likely action; discipline consistent with the surrounding circumstances).

4. Any employee who is subject to disciplinary action as set forth above will be deemed to have excessive absenteeism.

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34738

## ATLANTIC COUNTY UTILITIES AUTHORITY PAY SCALE 7/1/94

24-Mar-95

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
DIESEL MECHANIC	29,138	29,706	30,275	30,843	31,412	31,980	32,549	33,118	33,686	34,255
MAINT. MECHANIC	27,915	28,484	29,052	29,621	30,189	30,758	31,326	31,895	32,464	33,032
MAINT. PERSON	21,817	22,386	22,955	23,523	24,092	24,660	25,229	25,797	26,366	26,935
LABORER	20,588	21,156	21,725	22,293	22,862	23,430	23,999	24,568	25,136	25,705
GENERAL LABORER	18,868	19,436	20,005	20,573	21,142	21,710	22,279	22,847	23,416	23,985
EQUIPMENT OPERATOR II	27,989	28,558	29,126	29,695	30,263	30,832	31,401	31,969	32,538	33,106
EQUIPMENT OPERATOR I	24,671	25,239	25,808	26,376	26,945	27,513	28,082	28,650	29,219	29,788
RECYCLING VEHICLE DRIVER	26,693	27,262	27,831	28,399	28,968	29,536	30,105	30,673	31,242	31,811
MATERIAL HANDLER	20,588	21,156	21,725	22,293	22,862	23,430	23,999	24,568	25,136	25,705
WAREHOUSE HANDLER	18,868	19,436	20,005	20,573	21,142	21,710	22,279	22,847	23,416	23,985
SCALEMASTER	29,212	29,780	30,349	30,918	31,486	32,055	32,623	33,192	33,760	34,329
INSPECTOR	27,989	28,558	29,126	29,695	30,263	30,832	31,401	31,969	32,538	33,106
YARD JOCKEY	26,693	27,262	27,831	28,399	28,968	29,536	30,105	30,673	31,242	31,811
DUMP TRUCK DRIVER	26,693	27,262	27,831	28,399	28,968	29,536	30,105	30,673	31,242	31,811
AUTO CAR DRIVER	26,693	27,262	27,831	28,399	28,968	29,536	30,105	30,673	31,242	31,811

APPENDIX C



## ATLANTIC COUNTY UTILITIES AUTHORITY PAY SCALE 7/1/95

24-Mar-95

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
DIESEL MECHANIC	30,012	30,598	31,184	31,770	32,356	32,942	33,529	34,115	34,701	35,287
MAINT. MECHANIC	28,752	29,339	29,925	30,511	31,097	31,683	32,269	32,855	33,441	34,027
MAINT. PERSON	22,472	23,058	23,644	24,230	24,816	25,402	25,988	26,574	27,160	27,746
LABORER	21,206	21,792	22,378	22,964	23,550	24,136	24,722	25,308	25,894	26,480
GENERAL LABORER	19,434	20,020	20,606	21,192	21,778	22,364	22,950	23,537	24,123	24,709
EQUIPMENT OPERATOR II	28,829	29,415	30,001	30,587	31,173	31,759	32,345	32,931	33,517	34,103
EQUIPMENT OPERATOR I	25,411	25,997	26,583	27,169	27,755	28,341	28,928	29,514	30,100	30,686
RECYCLING VEHICLE DRIVER	27,494	28,080	28,666	29,252	29,838	30,424	31,010	31,596	32,182	32,768
MATERIAL HANDLER	21,206	21,792	22,378	22,964	23,550	24,136	24,722	25,308	25,894	26,480
WAREHOUSE HANDLER	19,434	20,020	20,606	21,192	21,778	22,364	22,950	23,537	24,123	24,709
SCALEMASTER	30,088	30,674	31,261	31,847	32,433	33,019	33,605	34,191	34,777	35,363
INSPECTOR	28,829	29,415	30,001	30,587	31,173	31,759	32,345	32,931	33,517	34,103
YARD JOCKEY	27,494	28,080	28,666	29,252	29,838	30,424	31,010	31,596	32,182	32,768
DUMP TRUCK DRIVER	27,494	28,080	28,666	29,252	29,838	30,424	31,010	31,596	32,182	32,768
AUTO CAR DRIVER	27,494	28,080	28,666	29,252	29,838	30,424	31,010	31,596	32,182	32,768