

**AGREEMENT**

**BETWEEN**

**THE GLOUCESTER COUNTY**

**IMPROVEMENT AUTHORITY**

**AND**

**UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1360**

**January 1, 2010 – December 31, 2013**

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**AGREEMENT**

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND  
UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1360**

**THIS AGREEMENT is effective the first day of January 2010**, by and between the Gloucester County Improvement Authority, hereinafter referred to as the "Authority" and UFCW Local 1360, hereinafter referred to as the "Union".

**WITNESSETH:**

**WHEREAS** the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours and other conditions of employment;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein contained, the parties agree with each other as follows:

**ARTICLE 1**

**UNION RECOGNITION**

The bargaining unit shall include all regularly employed non-supervisory environmental specialists, purchasing inventory control/schedulers, landfill workforce managers, landfill operations foremen, weighmasters, enforcement officers, recycling enforcement officers, assistant recycling coordinators, administrative assistants, and landfill clerks employed by the Gloucester County Improvement Authority at the Solid Waste Complex.

Excluded from this unit are managerial executives, confidential employees, and supervisors within the meaning of the Act; professional employees, craft employees, police, casual employees who are hired for a short term need not exceeding six (6) weeks or those hired seasonally for a period not to exceed 12 weeks, and all others employed by the Gloucester County Improvement Authority.

Proposed new rules or modifications of existing rules governing the Union employees working conditions shall be negotiated with the Union majority representative before they are established, in accordance with New Jersey Statute 34:13A-5.3. Any rules enacted as a result of OSHA requirements or other laws shall be excluded from this negotiation requirement.

## ARTICLE 2

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law, subject to the terms of this Agreement, including, but not limited to the following rights:
1. The executive management and administrative control of the GCLIA and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Employer.
  2. To insure compliance with all state and federal laws and regulations governing the operation of the Employer's facility.
  3. To make, maintain, and amend such reasonable rules and regulations (negotiated with the Union first, absent a managerial prerogative), after advance notice and bargaining with the Union, thereof to employees and to require compliance by the employees.
  4. To hire all employees, to determine their qualifications and conditions of continued employment, to set their assignment, and to promote and transfer employees.
  5. To decide the number and types of employees needed for any particular time and/or task and to be in sole charge of the quantity and quality of the work required.
  6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to the law.

### ARTICLE 3

#### UNION SECURITY AND DUES CHECKOFF

- A. Dues Checkoff. The Employer shall deduct regular Union dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions will be certified to the Employer by the Union. The Employer shall remit the dues to the Union on a monthly basis, no later than 14 days following the month in which the deductions were made, accompanied by a list of employees from whose pay such deductions were made. The list shall include each employee's Social Security number, base weekly pay, and the amount of dues deducted for the month. A copy of such list shall also be forwarded to the Local President. Dues deductions for bargaining unit employees shall not be made for any other employee organization.
- B. Withdrawal of Dues Checkoff. In the event an employee withdraws his or her authorization for dues deduction by written notice to the Employer, deductions shall be halted as of July 1 next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.
- Representation Fees. For all employees in the bargaining unit who do not pay dues in accordance with Paragraph A above, the Employer shall instead deduct a representation fee equal to a percentage of the regular dues as certified by the Union, which shall be remitted to the Union in the same manner as dues. In the case of newly hired employees, deduction of representation fees will begin with the next paycheck following 30 days of employment, unless the employee has submitted a dues check-off card.

- D. Compliance with Law. The Union shall maintain a demand-and-return system and shall comply with all other requirements of N.J.S.A. 34:13A-5.5 et seq. with respect to the use of representation fees and the accounting thereof .
- E. Hold Harmless. The Union will indemnify and hold the Employer harmless with respect to any claims or legal actions arising out of compliance with this Article.



ARTICLE 4

PLANT VISITATION

A duly authorized representative of the Union, designated in writing, after notice to the Executive Director or Supervisor in charge, during reasonable business hours, shall be admitted to the Administrative office and meeting area of the Solid Waste Complex for the purpose of ascertaining whether or not this Agreement is being enforced, assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his visit. In the event the visit requires the Union representative to enter the operating areas of the Landfill, the Union representative shall be accompanied by a representative of management. Such visits shall not interfere with, hamper or obstruct normal operations.

## ARTICLE 5

### UNION REPRESENTATION

- A. Leave for Union Business. Upon official request by the Union, Shop Stewards shall be permitted to take time off with pay to attend conferences, meetings, workshops, or other activities related to union representation; not to exceed twenty-four (24) hours per year total for the Shop Steward and Shop Steward alternate, subject to reasonable operational requirements of the Employer. In addition, any employee who is elected or appointed to an office in the Union may be granted an unpaid leave of absence of up to one year to serve in such office. No benefits shall accrue while an employee is on leave to hold Union office, except that the employee shall continue to accrue seniority. Requests for Union leave shall not be unreasonably denied.
- B. On-Site Union Business. Upon prior notification to his supervisor, the steward shall have the privilege of leaving his worksite for a reasonable period of time during working hours without loss of pay. Such periods of time devoted to union business must take place on premises and the frequency and extent of the time extended must be reasonable and devoted solely to the proper handling of legitimate union business.
- C. Union Bulletin Boards. The Employer will provide a bulletin board in a centrally-located work area of the Administration Building to be used exclusively by the Union for notices and other information to employees.
- D. Personnel Data. During the first week of each month, the Employer will furnish to the Local President, a list of all new hires, terminations, and title changes within the bargaining unit(s) during the previous calendar month. Home addresses will be furnished

on a monthly basis for new hires and will also be furnished periodically, upon request, for other employees represented by the Union.

- E. Release Time for Labor-Management Meetings and Negotiations. No employee who serves as a Union representative shall suffer loss of pay for attending any meeting agreed upon by the Employer, or for reasonable travel time to and from such meetings. This shall include attendance at contract negotiations by members of the Union's negotiating committee.

## ARTICLE 6

### HOURS OF WORK & OVERTIME

A. Schedules & Overtime. The work week schedule for a forty (40) hour employee shall be 7:00 a.m. – 4:00 p.m. Monday through Friday, including a one (1) hour unpaid lunch break. The work week schedule for a thirty-five (35) hour employee shall be 8:00 a.m. – 4:00 p.m. Monday through Friday, including a one (1) hour unpaid lunch break. The work week schedule for a thirty-seven and a half (37.5) hour employee shall be 8:00 a.m. - 4:00 p.m. Monday through Friday, including a one half (1/2) hour unpaid lunch break. For non-exempt employees, all time worked in excess of forty (40) hours in the work week Monday through Friday shall be compensated through overtime pay (or compensatory time off, at their option) at a rate of one and one half (1 ½) times the hourly salary of the employee. All work performed on Sundays will be compensated through a rate of double times (2) the hourly salary of the employee. For exempt employees, work in excess of forty (40) hours per week shall be compensated with straight time compensatory time off.

1. Saturday Work: The Landfill is currently open for six (6) hours on one Saturday per month during the months March through November. On such Saturdays, the Landfill must be staffed by: one Weighmaster and one Supervisor (who may be the Landfill Workface Manager, Landfill Operations Manager, or Inventory Control/Purchasing). The Weighmasters shall rotate the Saturday work days and shall be compensated on an overtime basis for all Saturday hours worked to the extent that total weekly work hours exceed 40. The Landfill Workface Manager, Landfill Operations Manager, or Inventory Control/Purchasing shall rotate the Saturday work hours, with any hours worked paid as

straight time compensatory time off, with such compensatory time off required to be taken within thirty (30) days.

B. Procedures.

1. Overtime will be kept to a minimum and must be authorized, in advance, by the Supervisor in completing an Overtime/Comp Time Approval form. The form should be copied to the Executive Director.
2. All non-exempt employees shall be eligible for overtime compensation. Any non-exempt employee may agree to accept compensatory time off in lieu of paid overtime if there is sufficient manpower to allow this and it is approved by the Administrator and/or the Executive Director. Such a request should be executed by completing a "Waiver of Overtime Monetary Payment" form available from the payroll administrator. Such waiver must be completed and submitted with the bi-weekly time sheet for each incidence, or at the beginning of each calendar year to apply to the entire year.
3. All time worked in excess of forty (40) hours in a given work week shall be compensated through overtime pay at a rate of one and one half (1 ½) times the hourly rate.
4. Compensation for overtime will be paid on the first pay date following receipt of the time records.
5. A Department Head or Supervisor who anticipates the need for considerable extra hours of work should ordinarily give employees advance notice of required overtime work pending.

6. For emergency situations where short notice is given, employees will be required to work overtime.

7. A rotation system of overtime assignments should be in effect when more than one person in the organization is capable of performing the work to be done, subject to Paragraph C below.

8. Unauthorized use of overtime may be cause for disciplinary action.

C. Bargaining Unit Work. Preference shall be given in offering of bargaining unit work to bargaining unit employees. However, after such offer is made to bargaining unit employees and those bargaining unit employees refuse to take advantage of such offer for a specific day only, the offer shall be given to other non-bargaining employees.

D. Off-site Work Mileage Reimbursement. If the travel time and mileage from the employee's home to an off-site work location exceeds the time and mileage it takes to travel from the employee's home to the normal work site location, the employee will be paid the difference between the two.

ARTICLE 7

PROBATIONARY PERIOD

- A. All new employees will serve a probationary period of ninety (90) calendar days. This probationary period may be extended by mutual agreement of the Authority and the Union for an additional ninety (90) days.
- B. Each new employee will serve a probationary period of ninety (90) calendar days. Probationary employees may be suspended or dismissed at any time during the probationary period if the Executive Director feels it is in the best interest of the Authority. Vacation, Sick and Administrative Days will be earned, but cannot be used during the probationary period.
- C. The purpose of the probationary period is to evaluate the employee's work performance and conduct, and to determine whether the employee merits permanent status. Prior to the completion of the probationary period, an employee performance evaluation shall be conducted by the appropriate Supervisor in accordance with the provisions in this manual. An unsatisfactory performance evaluation may result in separation.
- D. A promoted or employee will be on probation for a period of sixty (60) days. Near the end of the probationary period, a performance evaluation will be completed by the Supervisor. If the promotion proves unsatisfactory, staff adjustments will be made.

## ARTICLE 8

### DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Authority from discharge or otherwise disciplining any Authority employee, regardless of seniority, for just cause.

Management has the right to invoke immediate oral reprimand to an employee in areas of violation of health, safety or other just cause. This reprimand can also take the form of immediate suspension with written notice of action. In a case of discharge or discipline involving written notice, an employee has the right to have a union steward present. Written notice of discharge or discipline shall be served upon the Union and the employee involved. In a case of private oral reprimand between employee and supervisor where the supervisor conducts no interview and places no written record in the employee's personnel file, a union steward need not be present.

A written warning can be removed from an employee's personnel file after one year if no further warnings are incurred by that employee for one year. A written disciplinary action can be removed from an employee's personnel file after two years if no further disciplinary actions are incurred by that employee for two years.

In the event that a discharged employee feels that he has been discharged or disciplined unjustly, said employee or the Union, with permission of the employee, shall have the right to file a grievance, which must be in writing, with the Employer within five (5) working days from the time of the discharge or discipline. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or discipline should be deemed to be absolute unless such time period is extended by mutual agreement of the parties.



Probationary employees shall not have the right to have a Union steward present upon discharge or discipline; nor shall a probationary employee have the right to grieve discharge or discipline.

## ARTICLE 9

### GRIEVANCE PROCEDURE

- A. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor.
- B. Definition. The term "grievance" as used herein shall mean an appeal of the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment.
- C. General Provisions.
1. Formal grievances shall be filed through the Union, in writing, utilizing the following procedures. However, nothing herein shall prevent an employee from taking a grievance informally to an appropriate supervisor or manager at any time, with or without the Union's involvement, provided that any adjustment shall not be in violation of this Agreement.
  2. A grievance must be initially filed within 21 calendar days of the occurrence giving rise to the grievance (or within 21 calendar days after the grievant became aware of the occurrence). Thereafter, when advancing from Step 1 to Step 2 or from Step 2 to Step 3, the grievant shall have 10 calendar days from the receipt of management's response. If a response is not received, the grievant may advance the grievance to the next step within a reasonable time.

3. Failure to file or advance a grievance within the prescribed time limits shall constitute forfeiture. Time limits for filing or responding to grievances at any step may be extended by consent of the parties.
4. An aggrieved employee may be represented at all stages of the Grievance procedure by a Union representative.
5. Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight-time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if time away from the job is required.
6. There shall be no loss of pay for employees to participate in any Grievance hearing or conference, either as grievants or as witnesses.

D. Steps.

**Step 1.** The grievance shall be taken first to the immediate supervisor, unless the matter is not within the supervisor's authority. The supervisor shall attempt to resolve the problem if possible and shall provide a written response within 7 calendar days. This step may be skipped by mutual consent

**Step 2.** If the matter is not resolved at Step 1, the grievant may submit the grievance to the Director, who shall render a decision in writing within 14 calendar days thereafter. If requested, a conference will be provided prior to the Director's decision. This step may be skipped by mutual consent.

**Step 3.** If the matter is not resolved at Step 2, it may be appealed to the Executive Director, who shall consider the matter and render a written decision within 21 calendar

days. If a hearing is requested at this step, the Executive Director shall conduct the hearing prior to his decision.

**Step 4.** If the Union is not satisfied with the response to the grievance at the preceding step, demand for arbitration may be made by the Union to the Public Employment Relations Commission within 30 calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

- (a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement.
- (b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
- (c) No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.
- (d) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.
- (e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Union. Any other expenses shall be paid by the party incurring them.

**ARTICLE 10**

**SENIORITY**

- A. Seniority is defined to include two meanings: 1) For purposes of seniority for daily jobs the definition would be total accumulated length of continuous services in that particular classification; 2) For purposes of seniority for total length of employment and layoffs the definition would be total accumulated length of continuous services in any classification for the GCIA, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leaves of absence or absence for a bona fide illness or injury certified by a physician not in excess of two (2) years. Seniority shall be lost and employment terminated if any of the following occur:
1. Discharge for just cause.
  2. Resignation.
  3. Failure to return promptly upon expiration of authorized personal leave.
  4. Absences for three (3) consecutive working days without leave or notice.
  5. Engaging in any other employment during a period of absence for illness or injury.
  6. Absence for illness or injury of more than two (2) continuous years or any extension thereof agreed to by the Authority.
  7. Layoff for longer than twelve (12) consecutive months.
- B. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, promotions, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be a factor in designating the employee to be affected.

If a newly created job or open job exists which represents a promotion or upgrading for employees within the bargaining unit, such job will be posted on the bulletin board for seven (7) working days. Such posting is to set forth job classification, description and rate of pay (minimum and maximum). At the end of the posting period, if no employee's have bid for the job, the Authority has the right to go outside. Employees wishing to bid for said posted jobs shall sign their names to such posting.

After the above-prescribed period, the Authority shall make every effort to award the posted job to the most senior employee who signed the posting, and who is capable of doing the job. Whenever a vacancy occurs in the unit, present employees may request a transfer to said opening prior to the hiring of any new employee for said position. A transferred employee will have a trial period of up to sixty (60) days and, if he shall fail to qualify, shall return to his former position. The Authority shall determine this. Such action is subject to the grievance procedure of this Agreement.

**ARTICLE 11**

**VACATION**

A. The vacation leave policy shall be the following:

1-4 years continual service	10 days
5-9 years continual service	15 days
10 or more year continual service	20 days
21 or more year continual service	21 days
22 or more year continual service	22 days
23 or more year continual service	23 days
24 or more year continual service	24 days
25 or more year continual service	25 days

B. Vacation is earned utilizing the anniversary date of a permanent full-time or permanent part-time employee's initial employment date. For example, three (3) weeks vacation is available upon the completion of four (4) years which is the fourth anniversary of the employee's initial employment date.

C. For purpose of calculating vacation available for employees in their first year of employment or upon the termination of the services of an employee in mid-year, vacation will be earned as follows:

1-4 years service	.83 days/month
5-9 years service	1.25 days/month
10-20 years service	1.67 days/month
21 years service	1.75 days/month
22 years service	1.84 days/month

23 years service	1.92 days/month
24 years service	2.00 days/month
25 or more years service	2.08 days/month

The fifteenth day of each month will be used as the cut off date of whether an employee earns the vacation credit for that month.

- D. A new employee begins earning vacation immediately upon the beginning of employment based upon the schedules and hourly rate outlined above. He or she is eligible to use earned vacation after completion of his or her probationary period.
- E. Carry over vacation beyond the employee's anniversary date is limited to ten days. Vacation beyond ten days not utilized by the employee is lost and not reimbursable through payroll.
- F. An employee who is separating from Authority service, except for cause or to quit without proper notice, shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the fiscal year. If the employee has taken vacation not yet earned, he or she will owe the authority for paid vacation not earned.
- G. All vacations must be scheduled and approved by the appropriate Supervisor.
- H. Employees with seniority will be given first preference in assignment of vacations when the request is made in the month of January. Thereafter, vacation is granted on a first come first serve basis.
- I. Temporary employees are not entitled to vacation benefits.
- J. Periods of time on Leave of Absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave.



ARTICLE 12

HOLIDAYS

A. The following days will be recognized as holidays:

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day (floating holiday)

Lincoln's Birthday (floating holiday)

Election Day

President's Day (floating holiday)

Veterans Day (floating holiday)

Good Friday

Thanksgiving Day

Memorial Day

Day after Thanksgiving (O.T.)

Independence Day

Half-day Christmas Eve

Christmas Day

- Closed days underlined

- B. An employee must work on the holiday specified as floating holiday to be eligible for a comp day, and the comp day must be taken as a whole day and scheduled in advance with the supervisor. The comp day must be utilized in the same year that it is earned.
- C. Employees who work on any recognized holiday (except those holidays listed as floating holidays) will be compensated at the rate of time and one-half for each holiday worked. Recognized holidays falling on Saturday will be observed on the preceding Friday, and recognized holidays falling on Sunday will be observed on the following Monday.
- D. Personnel who report out sick prior to or subsequent to a holiday shall submit a doctor's note in order to be paid for the sick day.
- E. The Purchasing Inventory Control Scheduler, the Landfill Workforce Manager, the Landfill Operations Foreman, and the Weighmaster must work on the floating holidays

listed above (or take accrued time off). Such work is compensated at straight time. If these employees work on a floating holiday, the employees will be allowed take an alternative day off as a holiday, taken as a whole day and scheduled in advance with the supervisor and utilized in the same calendar year that it is earned.

**ARTICLE 13**

**RETIREMENT REIMBURSEMENT**

- A. Eligibility for Retirement Payment. Upon retiring on a service pension with the Public Employees Retirement Act of the State of New Jersey (PERS), an employee shall be eligible for a bonus payment based on the number of unused sick days remaining to the employee's credit.
- B. Calculation of Payment. Upon retiring on pension, an employee shall be eligible for a one-time payment based on the number of unused sick days remaining to the employee's credit. The payment to retirees will be calculated as follows:
1. The number of unused sick days will be divided in half;
  2. The result in (a) will be multiplied by the value of a day's pay for the employee at retirement;
  3. The resulting figure will constitute the payment, except that in no case shall the payment exceed \$10,000.

## ARTICLE 14

### SICK DAYS

- A. It is the policy of the Authority to grant sick leave to an employee for an occasional absence due to illness, injury, or exposure to a contagious disease.
- B. For all full-time permanent employees, sick leave shall be credited at the rate of one (1) day per month from the date of employment and unused sick leave shall be cumulative. Seasonal/temporary employees are not entitled to paid sick leave. For permanent part-time employees, sick time is credited on a pro-rated basis.
- C. No credit shall be granted to personnel leaving GCLA employment except as set forth above regarding retirement.
- D. After three (3) consecutive sick days, an employee shall submit a doctor's note upon returning to work in order to receive compensation for those days.
- E. If unable to report to work due to illness, the employee shall notify his or her immediate Supervisor within a half-hour of his or her starting time. In addition, the employee needs to leave a voice mail message for the Complex Administrator notifying him/her of the absence.
- F. Landfill employees are responsible to notify his or her supervisor by 3:30 p.m. on a sick day if they will be absent again on the following day.
- G. An employee will not be paid for sick time utilized either on the immediate working day before or immediate working day following a scheduled holiday unless a doctor's note is presented upon returning to work
- H. Sick leave for a pre-arranged medical or dental examination should be applied for in advance.

- I. Sick leave is available only if an employee is ill or as a supplement to worker's compensation or state disability. A sick day cannot be utilized as a vacation or an administrative day.
- J. Excessive use or abuse of sick leave will not be tolerated and will result in disciplinary action. Documented time out for a work-related injury will not be included in determining excessive use of sick time.
- K. A "pattern" of excessive sick leave will not be tolerated and will result in disciplinary action. A "pattern" can take many forms, such as: (1) Same day illness (sick days utilized on Mondays, Tuesdays, etc.); (2) Excessive one or two day sick leave occurrences; and/or (3) excessive sick leave, which may be defined as ten (10) or more days in a calendar year, regardless of number of occurrences or duration. This will be considered on a case-by-case basis.
- L. The Authority may require an employee who has been absent because of personal illness, as a condition to return to duty, to be examined at the expense of the Authority, by a physician designated by the Authority. Such examination will establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. Decisions will be made on a case-by-case basis.
- M. Employees may use sick leave benefits for an absence due to their own illness or injury or for care of a seriously ill member of an employee's immediate family. For purposes of this policy, immediate family shall include an employee's father or step-father, mother or step-mother, spouse, child or foster child, brother, sister and any relatives of the employee residing in the employee's household.

- N. Sick days cannot be utilized during an employee's probationary period.
- O. Sick time will not be earned during any unpaid leave of absence, worker's comp leave, disability leave, FMLA or NJFLA leave which exceeds two weeks.
- P. The Authority may adopt sick leave verification procedures after discussion with the Union from time to time to control sick leave abuse as it may determine to be necessary.

**ARTICLE 15**

**PERSONAL DAYS**

- A. A total of two (2) administrative leave days for permanent full-time and permanent part-time employees will be given on an annual basis (i.e. January 1 through December 31). Employees hired after July 1 will be eligible for one (1) day for the balance of the year. Administrative leave cannot be used until employee completes his/her probationary period.
- B. Administrative leave days are not cumulative from year to year nor shall they be paid out upon termination of employment.
- C. Administrative leave days must be scheduled and approved in advance by the appropriate Supervisor and/or Executive Director.

**ARTICLE 16**

**HEALTH AND SAFETY**

- A. The Authority shall institute and maintain all necessary precautions for safeguarding the health and safety of its employees. Both the Authority and the Union recognize their mutual obligation to assist in the prevention, correction, and elimination of all unhealthy and unsafe working conditions and practices. Employees assigned to the landfill must also comply with all safety policies and procedures outlined in the landfill safety manual.
- B. No employee shall knowingly be permitted to work on a job that is detrimental to his health. The Authority shall give such individual suitable work, if available, provided a doctor's certificate is presented to the Authority stating that the employee may continue to work at a different job. In the event no other job is available, "bumping" shall apply.
- C. Employees working in areas with potential health hazards shall receive an annual physical exam, with such physical exam to include a test for drugs. Each employee is required to complete his physical exam each year before his employment anniversary date.

Management will provide the employee with sixty (60) days prior notice of such date and will permit up to two (2) hours off from work with pay to have such physical exam completed. Employees shall not be permitted to continue employment if not in compliance with this requirement. The Authority will provide to the Union unedited copies of any reports or medical records pertaining to health and safety.



**ARTICLE 17**

**NON-DISCRIMINATION**

The Authority will not discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-5.4). Further, the Authority will not discharge or otherwise discriminate against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under the Employer-Employee Relations Act.

**ARTICLE 18**

**JURY DUTY**

- A. An employee called to jury duty will be granted paid time off as the court requires. Absence from work will not be counted against any regular leave. The employee will be excused from work providing that said employee presents a summons copy to the Supervisor prior to the date summoned for jury duty.
- B. Jury duty leave is provided to employees so that they will be able to fulfill their civil obligation.
- C. Written evidence of employee's attendance at jury duty must be submitted for employee to receive his pay for the jury duty time.
- D. Any payments for jury duty received by the employee except money received for mileage and expenses must be endorsed to the Authority; failure to turn over such payments will result in the amount earned being withheld from the employee's pay.

**ARTICLE 19**

**BEREAVEMENT LEAVE**

- A. In the event of a death in the immediate family, an employee, when scheduled to work, will be granted up to three (3) days off with pay, for the purposes of making funeral or memorial service arrangements or to attend the funeral or memorial service for any death in the employee's immediate family. The term immediate family for purposes of this Article includes an employee's or employee's spouse's father, mother, step-father, step-mother, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, and uncle. In addition, "immediate family" shall include any relative of the employee residing in the employee's household or domestic partner.
- B. If additional bereavement time is needed, it may be taken, with the prior approval of the Executive Director, as vacation, sick, or administrative leave or unpaid leave, if all other leaves have been exhausted.
- C. Confirmation of the death and the familial relationship may be required to be submitted (obituary, funeral card, etc.).

**ARTICLE 20**

**DISABILITY AND WORKERS COMPENSATION LEAVE**

- A. When an employee is injured on the job, he should immediately report this fact to his immediate Supervisor or Department Head. If the accident is of a serious nature, necessary emergency care should be procured and the Benefits Administrator should be notified. An Accident Report will be forwarded to the Executive Director. The Department Head shall notify the Executive Director of each injured employee who does not return to work within seven (7) calendar days. All medical bills should be turned into the Administrative Office.
- B. Whenever any employee is absent as a result of a personal injury caused by an accident arising out of and in the course of his employment, the employee shall be paid one-hundred percent (100%) of the employee's salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to his sick leave. Salary or wage payments provided in this Paragraph shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the New Jersey Statutes entitled Labor and Workers Compensation.
- C. Any amount of salary or wages paid or payable to the employee pursuant to this paragraph shall be reduced by the amount of any workers compensation award made for temporary disability. Prior to receiving any pay, pursuant to this Paragraph, the employee will execute an assignment of benefits authorizing the workers compensation carrier to pay directly to the Authority the checks for temporary disability. In the event the employee fails to execute such an assignment or appropriates any workers

compensation check for temporary disability to his own use, then in that event, salary payments will not be due under this Paragraph until such time as the assignment is executed and/or workers compensation payments for temporary disability received by the employee are remitted to the Authority.

**ARTICLE 21**

**MILITARY LEAVE**

- A. A regular employee (non-probationary) who is a member of the National Guard or of a reserve component of any of the armed forces of the United States who is required to undergo annual field training will be granted a leave of absence with pay for such period as provided by regulation. Such leave will be in addition to regular vacation leave.
- B. REASON: Employees are granted military leave in order to fulfill their obligations.
- C. PROCEDURE: A copy of orders to be submitted to the Executive Director immediately upon receipt by the involved employee.

ARTICLE 22

WORK CLOTHES, SAFETY SHOES AND TOOLS

- A. Employee will be provided with uniforms and safety equipment on an as needed basis. Such uniforms will include appropriate safety shoes as needed. Management will determine the employee's need for uniforms and safety shoes. The safety shoes will remain at the Solid Waste Complex as part of the employee's uniform and safety equipment.

ARTICLE 23

INSURANCE AND BENEFITS

- A. The Authority will provide employee benefits, medical insurance, life insurance, and a vision program.
- B. The Authority provides to its permanent full-time and permanent part-time employees, a comprehensive employee benefits program covering the following areas:

- Administrative/Personal Days
- Bereavement Leave
- Credit Union
- Deferred Compensation Plans
- Disability Insurance
- Holidays
- Jury Duty
- Leave of Absence
- Life Insurance
- Medical Insurance Programs\*
- Military Leave
- Retirement Plan
- Salary Adjustments
- Sick Leave\*\*
- Training and Continuing Education
- Vacation\*\*
- Workers Compensation

\* not available to permanent part-time employees

\*\* based on a pro-rated basis on amount of hours worked by permanent part-time employee (34 hours or less per week)

- C. Medical insurance is available to full-time permanent employees.

<u>COVERAGE</u>	<u>PLAN</u>	<u>BENEFIT</u>
Basic	IAA	Hospitalization Doctors' services: \$5.00 co-pay per visit Laboratory work Wellness checkup ("yearly physical") Please know that emergency room visits that are not deemed necessary by a doctor will be subjected to a \$100 deductible also.



<b>Major Medical</b>	IAA	100% reimbursement \$100 deductible/single per calendar year \$300 deductible/family per calendar year
<b>Rx Plan</b>	IAA	\$5.00 per prescription
<b>Dental</b>	IAA	I. Subject to a \$1,500 per person calendar year maximum: A. Preventative – 100% (e.g. cleaning, scaling & polishing) B. Restorative – 80% (e.g. simple extractions, surgical removal of teeth, repairs to broken partial or full removable dentures) C. Major – 50% (e.g. insertion of bridges, partial or full dentures, crowns) IV. Orthodontics – 50% (lifetime maximum: \$1000 per person) V. Deductible - \$50 per family member per calendar year
<b>Vision</b>	IAA	\$175 per family member/per calendar year (eye exams, glasses, contact lenses payable at 100% to max.)

- D. The Authority will pay the premium for the medical insurance outlined above for all full-time employees and eligible family members, subject to the following. All Employees covered by the Authority's medical insurance shall pay, on a pro rata basis, a premium share of 1.5 percent of base salary towards the cost of health care coverage.
- E. The Authority may, from time to time, select policies which differ from those offered above, but coverage shall be the equivalent. The summary above is not intended to provide all the pertinent information regarding the available plans. Additional information on the plans are available from any employee in the Health Benefits Department.
- F. Health benefits will commence once the employee completes the waiting period of sixty (60) consecutive days as an active employee. The waiting period may be waived at the discretion of the Executive Director.

G. Waiving Medical/Prescription Coverage

1. GCIA employees are eligible to receive monthly payments in lieu of insurance, if they choose to waive their medical/prescription benefits. This choice should be made only if the employee does not expect these benefits to be needed. Also, employees who waive their medical coverage must produce proof that they have medical coverage through another source (such as a spouse who is also providing benefits).

2. Waivers will take effect on the first day of the month following the date the waiver has been approved, and will continue unless the employee subsequently re-enrolls. In addition, employees who lose their alternative coverage will be re-enrolled immediately after giving notice to the GCIA, so long as there was previous credible coverage.

3. Monthly payments will begin in the month following the acceptance of the waiver and will continue as long as the waiver remains in effect. The amount of the payments will depend upon the type of coverage the employee waives, using the following schedule:

Employee Only Medical/Prescription Coverage:	\$57.69 per pay
Family Medical/Prescription Coverage:	\$138.46 per pay

4. In order to qualify for the waiver program, employees must complete a waiver form and return it to the Health Benefits Administrator. Forms may be obtained from the Health Benefits Administrator.

H. Life Insurance

1. The Authority provides a \$20,000 term life insurance policy on Employees.

Please see the Benefits Department for more information.

2. As an active member of the Public Employees Retirement System (PERS) you may be covered by two types of group life insurance:

(a) NON-CONTRIBUTORY GROUP LIFE INSURANCE is provided by your employer through the retirement system. This is equal to one and one-half your annual base income. There is no cost to you for this coverage.

(b) CONTRIBUTORY GROUP LIFE INSURANCE is the insurance for which you pay the premium. The law requires that you must be covered by contributory insurance for the first 12 months of your membership. After the 12 months have elapsed, you may cancel this coverage, if you wish, by filing the proper form available through the payroll office. Once you have cancelled this coverage, you cannot be reinstated nor are your contributions refunded. The value of this policy is equal to one and one-half your annual base income. The cost of the insurance is determined by PERS.

Any information regarding PERS or Contributory Life, contact the Woodbury Administrative Office.

The Authority provides the opportunity for all employees to voluntarily purchase coverage through payroll deductions for a life insurance policy thru Standard Insurance. This policy is for the employee and the employee's family members. Please see the Health Benefits Administrator for more information.

I. Long Term Disability Insurance (non-short-term State)

Disability insurance is available to employees after a ninety (90) day waiting period. Please see the Benefits Department for more information on enrolling.

New Jersey State Temporary Disability Insurance will cover employees who become disabled during the waiting period. Specific details of the disability insurance coverage are provided in the employee health benefits handbook.

J. Vision Program: Vision program is self-insured by the Authority that reimburses employee and family members up to \$175 per family member per calendar year.

**ARTICLE 24**

**PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)**

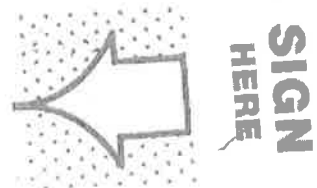
- A. PERS is a mandatory pension plan, administered by the State of New Jersey for all public employees. Employee contributions are a percentage of your annual base salary, as determined from time to time by PERS. Specific details are provided to employees from the Payroll Administrator in the Woodbury Administrative Office or from PERS.
- B. Also available are two voluntary Deferred Compensation contribution plans for all employees. The first plan is available through The Variable Annuities Life Insurance Company (VALIC). The second plan is available through AXA Advisors. See the Payroll Administrator in the Woodbury Administrative Office for more details.
- C. GCIA will provide continuing medical and prescription coverage for certain employees who retire under the Public Employees Retirement System or other state retirement system, together with their dependents, as follows:
  - 1. Employees who have retired on a disability pension;
  - 2. Employees who are 55 years old and have retired after 25 years or more of service credit in a state or locally-administered retirement system at the time of retirement; or
  - 3. Employees who are 60 years old and have retired after 20 years or more of service credit in a state or locally-administered retirement system at the time of retirement; or
- D. All permanent full-time employees are mandated to be enrolled in PERS per New Jersey law.

*UFCW - Administration @ SWC*

ARTICLE 25

WAGES

- A. Effective January 1, 2010, employees covered by this Agreement will receive a 3% percent increase.
- B. Effective January 1, 2011, employees covered by this Agreement will receive a 3% percent increase.
- C. Effective January 1, 2012, employees covered by this Agreement will receive a 3% percent increase.
- D. Effective January 1, 2013, employees covered by this Agreement will receive a 3% percent increase.
- E. The Authority will pay for any expenses to acquire a CDL license required for employment. The Authority will reimburse expenses to maintain current status during employment with the GCIA. The employee must provide proof of payment.



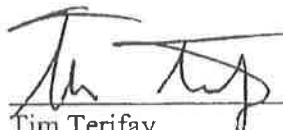
**ARTICLE 26**

**DURATION OF AGREEMENT**

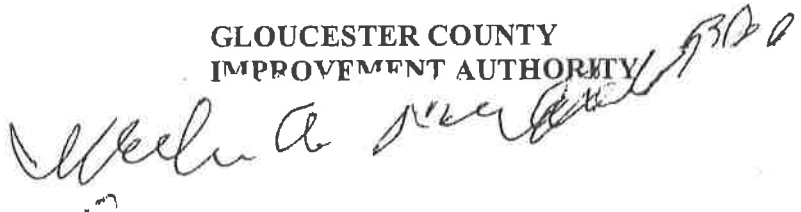
This Agreement shall be effective from January 1, 2010, and shall continue in full force and effect through December 31, 2013 and shall continue from year to year thereafter unless or until either party serves notice, in writing, at least sixty (60) days prior to the expiration of the original or any subsequent period of a desire to change, modify, or terminate this Agreement. In the event either party serves notice with respect to changes in or modification or termination of the Agreement, it is agreed that the parties shall begin negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date, subject however, to the right of either party to terminate the entire Agreement upon at least seven (7) days prior written notice to the other party, which notice may not be given until after the expiration of the Agreement.

SIGNED THIS 15th day of July, 2010.

**UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 1360**

 7-23-2010  
Tim Terifay  
CBR

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

 7/20/10  
\_\_\_\_\_  
Joseph A. Brigandi, Sr.  
Chairman