

COLLECTIVE BARGAINING AGREEMENT

between

**ATLANTIC COUNTY UTILITIES
AUTHORITY**

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 68**

JANUARY 1, 2017 - DECEMBER 31, 2019

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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 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 provision 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.

If dues remittances have not been received by the Union in full within 30-days from the 15th of the month following the month for which the dues were deducted, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this agreement to the contrary, if the Arbitrator finds that the employer was delinquent in transmitting deducted dues payments to the Union, the Arbitrator may award interest, at the prime rate of the delinquent amount to the Award as damages and may hold the employer liable for the full cost of the Arbitrator's fee.

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. In the event that any employee fails to comply with the requirements of this section to the extent of the tendering of customary dues and initiation fees, the Authority shall discharge that employee upon receipt of written request from the Union. 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 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 schedule of production, work assignments of the employees, the operation of a job evaluating 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 - SENIORITY

A. The principle of job security shall prevail in all cases of layoffs and recall and vacation scheduling provided the remaining or recalled employees can satisfactorily perform the required work. Employees with required trade skills (i.e. CDL's) may be retained without regard to seniority. The seniority date for benefit purposes shall be the employee's regular employment date of hire at the Atlantic County Utilities Authority. The seniority date for layoff and recall purposes shall be the date on which the employee first assumed the position he or she then occupies in the department. In the event of a layoff, an employee who had seniority in another

position within the department may bump into the before position provided he or she held the position for a period of at least six months and remains qualified to perform the work without training.

B. Seniority shall be terminated if an employee quits or is discharged. Seniority shall also terminate if an employee is laid off for a period of more than two years.

ARTICLE 7 - NO DISCRIMINATION

The Employer and the Union agree that the provisions of this Agreement shall be applied to employees covered hereby without discrimination as per federal and state law.

ARTICLE 8 - 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, civil union partner, domestic partner, children, parents, grandparents, 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 death of other family members of the employee, an employee shall be entitled to one day off with pay providing such time is used to make arrangements and attend the funeral. "Other family member" is defined as aunts, uncles, brother-in-law, sister-in-law, first cousins, nieces, and nephews.

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

ARTICLE 9 - 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 reimbursed to the employee by the court.

The employee shall turn over to his/her supervisor documentation from the court showing the duration of the jury duty. Employees on probation shall not be entitled to jury duty pay.

ARTICLE 10 - 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 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 requests 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 11 - MILITARY LEAVE

Employees will be paid according to federal and state laws for Military Leave. The Authority will grant military leave time to employees in either the New Jersey Guard or the United States Reserves. Military leave is in addition to accrued vacation and personal time. The status of the leave, whether paid or unpaid, depends on the type of service the employee is called to perform, the unit they serve and their

employment status. Employees in the military should notify their immediate supervisor and provide a copy of their official orders at least thirty (30) days before leave is required, when practicable. Military personnel will be granted leave without pay for weekend drills. Employees may use accrued vacation or personal time for weekend drills. The Authority will comply with all federal and state laws regarding military leave.

ARTICLE 12 - HOLIDAYS

A. The Authority recognizes the following holidays:

New Year's Day*	Labor Day
Dr. King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day*
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day*
Independence 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.

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.

C. 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 or when the collective bargaining agreement is adopted. Employees can request off on the holiday by submitting a time-off request no sooner than two(2) months prior to the said holiday.

Time-off requests will be granted if staffing levels permit. Once an employee has been offered to have off on a holiday, they will not be eligible again until all employees have been given the opportunity to have off on a holiday when they were eligible. Employees will not be required to use a sick, vacation or personal day for requesting off on the holiday. 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. If regular employees are assigned, they will be selected based on reverse seniority. The list for reverse seniority for each holiday shall start at the last person who was required to work on the previous holiday.

D. In addition to employees in the collections department who are on scheduled vacation, the Authority will allow two(2) drivers and two(2) handlers or laborers to be off any working holidays and the Saturdays after Thanksgiving, Christmas and New Years providing there is adequate staffing available (i.e. employees not out on extended sick leave, worker's comp, etc.). Two weeks prior to said holidays or Saturdays, a list will be posted for those employees requesting to have off on the holiday or Saturday. If more than two drivers and two handlers or laborers request off on the holiday or Saturday, employees will be selected by seniority. Once an employee has been offered to have off on a holiday or said Saturday, they will not be eligible again until all employees have been given the opportunity to have off on a holiday or Saturday when they were eligible. Collection employees who are on a Tuesday through Saturday schedule will not be required to work holidays that fall on a Monday unless they volunteer.

E. 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 providing the employee is in a paid status for 40 hours during the week the holiday occurs. If an employees normal shift is more than eight (8) hours per day for four(4) or more days in the work week, the employee will be paid holiday pay based on their normal shift.

F. Employees in the bargaining unit who work Memorial Day, Independence Day, Labor Day and the Day After Thanksgiving will receive six-hours of vacation time for each holiday actually worked. In addition, employees in the bargaining unit who work the Saturday after Christmas, will receive six hours of vacation time for working said Saturday.

G. In order to receive holiday pay, employees must either work the regularly scheduled workday before and the regularly scheduled workday after the holiday. 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 workday before or after a holiday, or on the holiday itself if scheduled to work, a doctor's certificate or other verification of illness is required in order to receive holiday pay.

ARTICLE 13 - VACATION LEAVE

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

0.....	1 year	8 hours per complete 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. The vacation schedule shall be posted annually for a thirteen-month period from January 1 to February 1 of the following year. The first posting for vacation scheduling will be available on January 2 of each year. Employees will be able to bid for vacations of one week in duration and will only be able to bid on a total of two weeks. Approximately six weeks after January 2, the posting will be taken down and the time off will be granted based on seniority and ensured to those who bid on it. In mid-February, a second posting will be made available. Weeks that have already been granted will be locked out and not available for anyone. Employees may then bid on the remaining weeks that are available and again, may bid for a week in duration with a maximum of two weeks. On March 15, the second posting will be taken down and those employees who bid will be selected based on seniority. After March 15, the granting of vacation time reverts to the first come, first served basis. *In the event that employees request the same days, or partial days off, on the same day, during a time span which would cover their normal work shift, seniority will prevail.*

D. Vacations of three or more days shall be submitted to the supervisor at least 1 week in advance. Vacation requests of one or two days shall be submitted to the supervisor at least twenty-four (24) hours in advance.

E. The Authority shall determine the number of employees eligible for vacation at the same time in each classification and post this number along with the vacation schedule.

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

G. Unused vacation time will be paid to any employee leaving the service of the Authority, and will be paid on a prorated basis of the current vacation schedule upon adoption of this agreement.

H. Employees not working thirty consecutive calendar days due to illness or injury (including workers compensation claims) will not earn sick, vacation or personal leave hours for that period.

ARTICLE 14 - CREDIT UNION

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

ARTICLE 15 - DEFERRED COMPENSATION PLAN

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

ARTICLE 16 - DIRECT DEPOSIT

All new employees are required to enroll in direct deposit and/or ACUA issued pay card accounts.

ARTICLE 17 - JOB POSTINGS

All positions that become open shall be posted for five (5) working days throughout the Authority. Employees must meet the eligibility criteria established in the current job description 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 their 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 18 - 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. An employee may be disciplined or discharged for cause which includes, but shall not be limited to, the following:

1. Dishonest or deception in any form, such as falsification of documents, fraud, and misuse of the time clock.

2. Intoxication and/or being under the influence of drugs and alcohol during working hours.
3. Use, possession and/or distribution of alcohol or drugs during working hours.
4. Sexual harassment of other employees, customers or vendors.
5. Theft of property.
6. Working for and/or providing information to a competitive company.
7. Insubordination
8. Fighting or assault on an employee, customer or others.

B. 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 within seven (7) working days of the date that the Authority is made aware of the infraction. 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.

C. In those cases where the employee's conduct is not so serious that more discipline (such as suspension or termination) is warranted immediately, or other factors dictate a different approach, progressive discipline will be administered in the following manner: A five step disciplinary process will be followed with a 15 month look-back at prior discipline. Discipline steps will be as follows:

- Step 1 - letter to file
- Step 2 - 1 day suspension
- Step 3 - 3 day suspension
- Step 4 - 5 day suspension
- Step 5 - termination

D. Suspensions will not be served during a week that includes a holiday as specified in Article 12 .

E. Any employee may request that the Union investigate their discharge, suspension or letter to file.

F. Upon discharge, or resignation, the Authority shall make every effort to pay all earnings due the employee on the payday following the discharge or resignation.

G. Each employee may review his/her own personnel file, 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 Human Resources office, which 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 19 - 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. In any case, a Union representative shall be present. A grievance must be presented in the manner described hereafter no more than seven (7) working days after the employee, group of employees, Shop

Steward or Union became aware of the cause of such grievance. If the grievance is not filed within seven (7) working days, the issue will be moot.

Step No. 1: The grievance will first be discussed between the aggrieved employee and the Shop Steward and must be presented to the Manager or designee. This grievance must be presented in writing, and must be responded to within eight working days after being received by management. 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, the Local 68 Business Representative may present it 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, the Local 68 Business Representative, in writing, may present it 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.

If no response is received from the Authority within the time limits stated above, the grievance will be considered upheld and the discipline overturned. Likewise, a grievance must be presented no more than seven (7) working days after the employee, group of employees, shop steward, or Union, become aware of the cause of such grievance. If the grievance is not filed within seven (7) working days, the issue will be moot.

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 20 - BREAKS AND LUNCH PERIODS

Employees are entitled to a thirty-minute lunch break each workday. In addition, they will receive two 15 minute work breaks each day. Breaks and lunch periods will be assigned by the supervisor when time permits. In the event that schedules do not afford employees the specified morning and afternoon breaks, said time for missed breaks will be added to the employees lunch break by the appropriate manager. *Prior approval from a supervisor must be obtained for any*

changes to the break and lunch policy outlined above so that the employee may be properly compensated.

All break and lunch periods for collection crews will be called in to the dispatcher by the vehicle driver and logged in.

ARTICLE 21 - HOURS OF WORK

A. The normal workweek shall consist of forty (40) hours per week with a one-half hour non-paid meal period per day and consecutive days off.

The hours of work shifts shall remain the same and listed in this Agreement. In the event that the Authority changes the workweek for any employees, it shall be done first by volunteers and then in order of reverse seniority. In any case the Authority shall notify affected employees two weeks in advance of shift change. This is not applicable to employees who require a schedule change so they can be accommodated due to a worker's compensation claim.

B. Between Memorial Day and Labor Day, if Sunday work is required at the Transfer Station and Scalehouse, it shall be done strictly on a voluntary basis. In any case the Authority shall notify affected employees two weeks in advance of shift change. If Sunday work cannot be staffed by volunteers, the Authority will assign regular employees to work selected on reverse seniority.

C. Employees must clock in at the commencement of their shift and clock out at the termination of their final assignment/shift. If an employee fails to clock in, clock out, or punch in late (no grace period) totaling four instances the result will be a verbal warning. On the 5th instance a Notice of Reprimand will be issued. Upon qualifying

for the NOR, the instance count will be reset to zero. Instances will be tracked on a calendar year basis.

D. After an employee has completed their final assignment/shift and clocked out, the employee must leave the Authority premises within fifteen (15) minutes and not return until the next scheduled shift.

ARTICLE 22 - SHIFT DIFFERENTIAL

Employees working an entire evening shift (a shift all of which takes place between the hours of 2:00p.m. to 7:00 a.m.) shall receive a \$1.00 per hour shift differential in addition to their regular rate of pay.

ARTICLE 23 - WORKING AT A HIGHER (LOWER) JOB CLASSIFICATION

Any employee who temporarily replaces another employee in a higher classification will receive the entry level hourly rate of the higher job classification, or \$.35 over the employee's regular hourly rate, whichever is higher, for work performed in said higher job classification, provided that they work at least three (3) hours in said higher job classification.

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

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

If employees are required to work out of job classification at a specific operation for ninety (90) days continuously, the higher position will be posted and filled, subject to budget constraints and if operational changes occur that effect this proposed position.

ARTICLE 24 - ON-CALL COMPENSATION

Compensation for on-call duty will be: twenty five dollars per day (\$25.00) for 6:00 a.m. Saturday to 6:00 a.m. Sunday; twenty five dollars per day (\$25.00) for 6:00 a.m. Sunday to 6:00 a.m. Monday; fifteen dollars per day (\$15.00) for 3:00 p.m. to 6:00 a.m. on weekdays (Monday, Tuesday, Wednesday, Thursday and Friday); however employees will be compensated twenty five dollars (\$25.00) per day for any ACUA authorized holidays which occur during the weekday period.”

ARTICLE 25 - PROBATIONARY PERIOD

A. For newly appointed regular employees in Authority service, the working introductory or probationary period shall be ninety (90) calendar days. During that period, the probationary employee shall accrue sick, vacation and personal time that the employee shall be entitled to after successful completion of the probationary period. The Authority may terminate the service of any probationary employee 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 newly appointed 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.

C. 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 to the Union.

ARTICLE 26 - 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 introductory probation period set forth in Article 24 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 Employee.** 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 Employee.** 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 position into a regular position, the position shall be posted, the same as any other opening in the Authority. Temporary personnel will have the right to bid on positions posted after successfully completing six(6) months of Authority employment; however, they will not be given credit for length of service or experience during such temporary employment. Temporary employment does not count towards time served for seniority purposes.

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. The union will be notified when temporary employees are hired.

ARTICLE 27- MEDICAL BENEFITS

A. The Authority provides benefits to its employees through the New Jersey State Health Benefits Program. The Authority reserves the right to change carriers, provided that the benefits under the new plan are substantially the same as those under the State Health Benefits Program.

B. Coverage will begin for eligible employees after a two-month waiting period following the date of hire as a full-time regular employee. (Enrollment in the NJSHB is not a guarantee of employment beyond the 90-day introductory period.)

C. Eligible dependents are considered a spouse, civil union partner, domestic partner and dependant children until age 26. Health benefit coverage for dependant children usually ends as of December 31 of the year in which the child turns age 26. Other State and Federal laws may provide coverage options to children after age 26.

D. In accordance with Chapter 78, P.L. 2011, employees will pay a contribution towards their health benefits. This amount will not increase unless mandated by the State of New Jersey.

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. This plan is presently administered through Delta Dental of New Jersey. Coverage begins on the 61st day of regular employment.

F. The Authority will continue to provide and pay for its current vision plan for all regular full time employees and their eligible dependents. This plan is presently administered through National Vision Administrators. Coverage begins following the first day of regular full-time employment.

G. The Authority will continue to provide and pay for a prescription plan for all regular full-time employees and their eligible dependents. Coverage begins on the 61st day of regular employment.

ARTICLE 28 - RETIREMENT HEALTH INSURANCE

Employees covered under this agreement will be eligible for paid health benefits at retirement in accordance with Chapter 78, P.L. 2011.

ARTICLE 29 - 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:

Years of Service	Longevity Payment
6-10	\$350.
11-15	\$500.
16-20	\$700.
21 - 25	\$1,000.
26+	\$1,200.

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

ARTICLE 30 - SAFETY GLASSES

The Authority will provide one pair of standard prescription safety glasses to those employees who are required to use safety glasses as a condition of their employment. Employees that request additional enhancements to the standard issue pair of glasses are responsible for any additional charges. The employee is responsible for the cost of replacement of lost, broken or damaged safety glasses due to negligence.

ARTICLE 31 - TRAVEL REIMBURSEMENT

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 current IRS standard mileage rate per mile. Parking and toll charges, supported with receipts, will be reimbursed at the actual cost.

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 \$50.00 per day for full day attendance and \$25.00 for travel days. 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.

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

ARTICLE 32 - TUITION REIMBURSEMENT

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

Employees requesting tuition reimbursement are required to submit an electronic 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 Human Resources 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 through payroll subject to all applicable taxes.

ARTICLE 33 - UNIFORMS AND SAFETY SHOES

A. Uniforms. The Authority will provide each employee uniforms 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 weekly cleaning service for Authority provided uniforms at no expense to the employee. Employees are responsible to reimburse the Authority the cost for missing uniforms at the time of separation of service. The Authority will deduct any remaining costs from the employee's final check.

B. Safety Shoes. The Authority will provide each employee with up to three pairs of safety shoes per contract year. The employee is required to show their supervisor the shoes are in need of replacement prior to ordering a new pair. The employee must purchase their safety shoes from the Authority's designated vendor. The employee is given an allowance of up to \$95.00 per pair of shoes and is responsible to pay any amount in excess of \$95.00. Payment will be required at the time shoes are ordered and can be in the form of a check, money order or payroll deduction.

Shoe orders will be processed on a monthly basis initiated by an authorized Authority employee. The Authority will also have the bootmobile on site three times per year. 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 34 - PENSION PLAN

Employees are required to join and participate in the Public Employees Retirement System at the time of regular appointment. Applicable New Jersey Law governs coverage and benefits under PERS.

ARTICLE 35 - 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 and Risk Coordinator. The Authority will continue to maintain reasonable safety rules and regulations that 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 (two (2) collection employees, 1 transfer station employee, 1 landfill employee, and 1 facilities and fleet 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.

C. Any driver who is assigned to trash collection shall have at least one person assigned to their truck to assist unless an automated collection vehicle is used.

D. Union employees working in all job titles may not use headphones, ear buds or any other device that may impair hearing and/or distract them during working hours.

ARTICLE 36 - 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 notices 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 37 - 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, as stipulated in Article 6 of this agreement.

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 38 - 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-six percent (66%) of the employee's base salary up to a maximum of \$750.00 per week. Additional coverage may be purchased at the employee's expense.

ARTICLE 39 - INCLEMENT WEATHER

The Authority provides health and safety services to the public on a continuous basis. These services cannot be interrupted without serious consequences, particularly during inclement weather. It is important that services continue during inclement weather and that relief help be available. In the event an employee reports to work and is sent home due to weather related issues prior to the middle of his/her shift, said employee shall receive four hours pay. In the event an employee is sent home for weather related issues after the middle of his/her shift, said employee shall be paid for their full shift. All employees scheduled to work are

expected to report regardless of weather conditions, and must call the designated call out number if their reporting will be delayed. Call out numbers for all specific work areas (Collections, Transfer Station/Landfill/Compost and Facilities & Fleet Services) will be posted in January and available on InsideACUA. Circumstances beyond Authority control (i.e. bridge closing or a declaration of an emergency by the N.J. Governor prohibiting travel) that may result in an exception to this policy must be approved by Executive Management.

In the event the President determines certain operations or departments within the Authority should not report to work due to weather conditions, those employees who are required to work will be given another day off at a later date. Employees will not go into a “no pay” status if they are unable to get to work on a day this is declared a weather emergency by the Authority President.

ARTICLE 40 - 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 41 - PERSONAL DAYS

A. All employees shall be entitled to four (4) personal days (32 hours) per year. New full-time regular employees earn 2.67 hours/complete month of work for the calendar year in which they are hired.

B. Unused personal time will be carried over to the following year as vacation time. Unused personal days are not paid for upon separation of employment.

- C. When possible, an employee should request personal leave in advance.
- D. Employees not working for thirty consecutive calendar days due to illness or injury (including workers compensation claims) will not earn sick, vacation or personal leave hours for that period

ARTICLE 42 - OVERTIME

- A. Employees shall be compensated at the overtime rate of 1 and ½ 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.
- B. 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.
- C. It is a condition of work that all personnel shall continue to work until all routes/assignments are completed. Collection employees who are assigned to work in certain sectors and have completed their sectors shall only be reassigned to help in a different sector so long as all employees in that sector are still working. An exception to this requirement would be when someone is excused from work during the workday due to an emergency, open route, or other appropriate reason.
- D. Overtime shall be equitable 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 43 - WORKERS COMPENSATION

A. 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, Workers Compensation Insurance will make payment 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 and it will not be counted as an incident. The third and subsequent claims in the same calendar year will count as an incident under the sick leave article.

B. 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.

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

D. Medical attention will be arranged at the authorized medical facility of the compensation carrier or at the emergency room if such authorized medical facility is not open and emergency care is necessary.

E. Employees not working for thirty consecutive calendar days due to illness or injury (including workers compensation claims) will not earn sick, vacation or personal leave hours for that period.

F. Employees out of work on worker's compensation for two or more days will enter family leave status for the duration of their lost time.

ARTICLE 44 - 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 will make an effort to allow employees to schedule and attend doctor's appointments after their regular eight-hour shift provided the employee gives two days advance notice and provides medical certification from the doctor upon return to work the next day. Failure to produce a medical certification may result in disciplinary action. 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. Employees are responsible to know how much sick time is actually available for their use. Balances reflected on the pay stub will be considered prior to any disciplinary action initiated resulting from a no-pay status.

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. Employees hired after February 1, 1998 shall accrue sick leave at the rate of five hours per month on the completion of each full calendar month of employment. Employees hired on or before February 1, 1998 shall accrue sick leave at the rate of ten hours per month on the completion of each full calendar month of employment. Eligible employees will move into the paid sick leave bank on January 1st of the year following the year in which they accrue a total of 240 or more unused sick leave hours as of December 31st. 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 240 or more accrued unused sick leave hours will be credited with 480 hours as of the date the employee enters the paid sick leave bank (Example: An employee has accrued and not used 240 sick hours as of December 31, 2013. Said employee will enter the paid sick leave bank on January 1, 2014 with 480 hours). Any employee with less than 240 sick hours on their attendance record as of December 31, 2013 will not be eligible for the sick leave bank in 2014. Those employees will accrue sick leave (5 or 10 hours per month depending on their date of hire) and will not be eligible for the sick leave bank until the end of the year in which they have a minimum of 240 unused sick hours on their attendance record.

For the month of hire, and any thirty consecutive calendar days not worked due to illness or injury (including workers compensation claims), the employee will not earn sick, vacation or personal leave hours for that period.

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 240 unused hours of sick leave as of December 31, 2013 will enter the paid sick leave bank on January 1, 2014 with 480 hours and will accrue an additional 120 hours of sick leave on January 1, 2015 and each January 1 thereafter until the maximum of 1080 hours is reached).

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 for any calendar year in which no leave is taken under circumstances that 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 & second 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.

The attendance 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 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.

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 (spouse, child, step-child, foster child) is limited to 40 hours in a calendar year. Employees absent more than five days will be required to complete all applicable documents for Family Medical Leave. It is the employees' responsibility to contact Human Resources directly to discuss their anticipated length of absence.

Definition of "Incident" - An "incident" is considered to be any absence of one hour or greater, but not including properly granted personal, vacation, jury duty, military, family, or bereavement leaves, and certain workers compensation leaves in accordance with Authority policy (the first and second workers compensation claim will not count as an incident). 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 calendar year basis. Employees are responsible for knowing their status (number of incidents used) 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. Call out numbers for all specific work areas (Collections, Transfer Station/Landfill/Compost and Facilities & Fleet Services) will be posted in January and available on InsideACUA.

Absences are to be reported as follows:

Collections: : Not less than half an hour before start of shift. **Facilities & Fleet**
: Not less than one half hour prior to start of shift.

Transfer Station/Landfill/Compost (All Shifts): Not less than one half hour prior to start of shift. Failure to call in or report for work for three (3) consecutive 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:

- (a) On return to work following an incident of more than one working day;
- (b) On return to work following the fourth incident and each incident thereafter, regardless of its duration; and
- (c) On return to work following sick leave 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 Human Resources on return to work. Additionally, employees who have a sick absence of five or more days are required to supply medical certification to Human Resources and immediately after any follow up visits by their treating physician. An employee providing a note dated after they return to work will not be accepted. 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 misuse. 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 fourth incident in the calendar year, the employee will be given a verbal warning at the division level and for the fifth or higher incident, a notice of reprimand (NOR) will be issued. The Authority will follow the individual's status in the progressive discipline process.

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.

ARTICLE 45 - 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.

B. 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.

C. 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 46 - SALARY AND COMPENSATION PROGRAM

Pursuant to Article 47, Section I of the Collective Bargaining Agreement between the ACUA and Local 68, dated January 1, 2017 - December 31, 2019, the following provisions shall prevail.

A. In addition to all matters previously agreed between the parties, the ACUA and the Union agree to the following: The entry-level salary for each job classification as of December 31, 2016 shall remain unchanged except for Equipment Operator II, Driver and Laborer. The entry-level salary for those three titles will be increased by \$2,088 in year 2017 only.

In addition, employees currently holding the job title of Equipment Operator II, Driver, and Laborer and that have adjusted hire dates beginning in 2012 through 2016 will receive a one-time adjustment to their annual salary with an effective date of January 1, 2017 as follows: (1) employees with an adjusted hire date in the year of 2012 will receive a salary adjustment that will reflect a

one-time annual increase of \$522 (\$0.25 per hour); (2) employees with an adjusted hire date in the year of 2013 will receive a salary adjustment that will reflect a one-time annual increase of \$1,044 (\$0.50 per hour); (3) employees with an adjusted hire date in the year of 2014 will receive a salary adjustment that will reflect a one-time annual increase of \$1,566 (\$0.75 per hour) and; (4) employees with an adjusted hire date from the years of 2015 and 2016 will receive a salary adjustment that will reflect a one-time annual increase of \$2,088 (\$1.00 per hour). The base salary for employees with an adjusted hire date in 2017, will be increased to the revised entry-level salary. The adjusted hire date represents the date in which an employee received full time regular status at the ACUA. If an employee was demoted or transferred out of a title and was later reinstated into that title, the date of the reinstatement would be the adjusted hire date and date utilized to determine the appropriate salary adjustment. These starting salary adjustments will be applied prior to the inclusion of any other negotiated salary increases.

B. Each job classification for a full-time regular position in the bargaining unit shall have a salary range established with a defined entry salary and a top salary (attached hereto as Exhibit B).

C. Effective January 1st for years 2017, 2018 and 2019, or the employees one year anniversary date, whichever is later, full time regular employees, will receive a merit increase of two percent (2%) on their annual base salary for a 2.8 or better rating on their prior year or one year performance evaluation and a \$200 signing incentive in 2017, \$250 in 2018 and \$300 in 2019. In addition, employees achieving a 4.0 or better on their prior year or one year performance

evaluation will receive a \$200.00 bonus. These increases are dependant upon no future amendments to N.J.S.A. 40A:4-45.44 et seq.

D. Increases mentioned in section C above are conditioned upon the employee still carried on payroll as an active full-time regular employee at the time the contract is adopted or on the one-year anniversary date.

E. Employees in the bargaining unit, who receives a rating of 1 in any category on their annual performance evaluation, shall be placed on a 90-day probation period, without regard to salary increases addressed in this addendum. At the end of the 90-day probation period, the bargaining unit employee will again be evaluated and the appropriate action taken at that time (i.e. removed from probation, placed on another 90-day probation period, demotion, termination).

F. Two consecutive performance evaluations with any rating of 1 in any category may be cause for dismissal or demotion.

G. Full time regular employees will not be eligible for any salary increase in their year of hire.

H. Salaries paid to members of the bargaining unit represent an annualized figure based on 2088 hours per year. Consequently, the hourly rate shall remain unchanged during any Leap Year.

ARTICLE 47 - DURATION AND TERMINATION

This agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until December 31, 2019. 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.

Either party shall have the right to reopen this agreement for the purpose of negotiating with respect to wages and benefits, 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 year end. If neither party exercises its rights set forth herein to reopen this agreement, the wage rates in effect as attached to 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.

ARTICLE 48 - CDL REIMBURSEMENT

A. Some employees are required to have a commercial driver's license (CDL) because job requirements for their position requires a CDL. Those positions will carry a \$250.00 annual license incentive. This payment will be paid annually, the first paycheck in December.

B. Employees terminating during the course of the year will be paid the incentive on a pro-rata basis calculated on their length of employment up to their date of termination.

C. Employees in CDL job classifications are required to comply with the Federal Department of Transportation (DOT) regulations governing drug and alcohol testing.

IN WITNESS WHEREOF, the Atlantic County Utilities Authority and Local 68 of the International Union of operating Engineers, AFL-CIO CIC, have caused this Agreement to be signed by the duly authorized representatives as of this 2 day of June, 2017.

For:

ATLANTIC COUNTY
UTILITIES AUTHORITY



RICHARD S. DOVEY, President

For:

LOCAL 68
Of the IUOE, AFL-CIO



THOMAS P. GIBLIN, Business Manager



EDWARD P. BOYLAN, President



RAYMOND SIMIONE Recording Secretary



PATRICK GILRANE Business Representative

APPENDIX A

JOB CLASSIFICATIONS COVERED BY THIS AGREEMENT

Landfill Systems Technician
Lead Mechanic
Mechanic I, II, and III
Technical Mechanic
Maintenance Mechanic Operator
Maintenance Person
Parts and Inventory Control Clerk
Lead Equipment Operator
Equipment Operator I and II
Lead Driver
Driver
Road Handler
Lead Scalemaster
Scalemaster
Inspector
Laborer
General Laborer

EXHIBIT B

Salary Ranges

Bargaining Unit January 1, 2017 through December 31, 2019				
	Entry	2017 Top	2018 Top	2019 Top
LANDFILL SYSTEMS TECHNICIAN	44,000	72,345	73,791	75,267
LEAD EQUIPMENT OPERATOR	35,693	69,779	71,175	72,598
TECHNICAL MECHANIC	30,012	68,190	69,554	70,945
MECHANIC III	30,012	68,190	69,554	70,945
LEAD MECHANIC	34,672	68,104	69,466	70,855
LEAD DRIVER	34,672	68,104	69,466	70,855
LEAD SCALEMASTER	34,672	68,104	69,466	70,855
SCALEMASTER	30,088	62,496	63,746	65,020
EQUIPMENT OPERATOR II	32,100	62,401	63,649	64,922
INSPECTOR	28,829	60,955	62,174	63,418
MECHANIC II	28,752	60,861	62,078	63,320
MAINTENANCE MECHANIC OPERATOR	28,753	60,861	62,078	63,320
DRIVER	29,582	59,322	60,508	61,719
MECHANIC I	26,508	57,430	58,578	59,750
PARTS & INVENTORY CONTROL CLERK	26,508	57,430	58,578	59,750
EQUIPMENT OPERATOR I	25,411	56,774	57,909	59,068
MAINTENANCE PERSON	22,472	55,668	56,781	57,917
LABORER	23,294	54,425	55,513	56,624
ROAD HANDLER	21,206	51,630	52,663	53,716
GENERAL LABORER	19,434	49,462	50,451	51,460