

# **COLLECTIVE BARGAINING AGREEMENT**

between

**ATLANTIC COUNTY UTILITIES  
AUTHORITY**

and

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS**

**LOCAL 68**

**JANUARY 1, 2008 - DECEMBER 31, 2010**

## TABLE OF CONTENTS

ARTICLE		PAGE NO.
1	Purpose .....	4
2	Recognition .....	4
3	Union Rights .....	5
4	Management Rights .....	6
5	No Strike–No Lockout Pledge .....	7
6	Seniority .....	7
7	No Discrimination .....	8
8	Bereavement Days.....	8
9	Jury Duty.....	9
10	Personal Leave of Absence .....	9
11	Military Leave.....	10
12	Holidays.....	11
13	Vacation Leave.....	13
14	Credit Union .....	14
15	Deferred Compensation Plan.....	14
16	Direct Deposit.....	15
17	Job Postings.....	15
18	Discharge and Discipline.....	16
19	Grievance Procedure .....	18
20	Breaks and Lunch Periods .....	20
21	Hours of Work.....	20
22	Shift Differential .....	21
23	Working at a Higher (Lower) Job Classification .....	21
24	Probationary Period .....	22
25	Categories of Employees.....	23
26	Medical Benefits.....	24
27	Retirement Health Insurance .....	26
28	Longevity Payments .....	26
29	Safety Glasses.....	27
30	Travel Reimbursement.....	27

31	Tuition Reimbursement.....	28
32	Uniforms and Safety Shoes.....	29
33	U.S. Savings Bonds.....	29
34	Pension Plan .....	30
35	Safety .....	30
36	Cross Training .....	30
37	Layoff and Recall.....	31
38	Temporary Disability Insurance.....	32
39	Inclement Weather .....	32
40	Wash-up Time .....	32
41	Personal Days .....	32
42	Overtime.....	33
43	Bonus Program .....	34
44	Workers Compensation.....	34
45	Sick Leave.....	35
46	Scope of Agreement.....	42
47	Salary and Compensation.....	42
48	Duration and Termination.....	44
49	CDL Reimbursement .....	45

APPENDIX A

Classifications Covered by This Agreement.....	46
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## ARTICLE 1 - PURPOSE

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

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

## ARTICLE 2 - RECOGNITION

The Authority recognizes and acknowledges that pursuant to the New Jersey Employer–Employee Relations Act, the Union has been certified as the sole and exclusive bargaining agent for all the Authority's eligible full time regular employees as contemplated by the Certification of Representative of

the State of New Jersey Public Employment Relations commission, Docket No. RO 94-135, and as listed under Appendix A attached hereto.

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

### ARTICLE 3 - UNION RIGHTS

A. Union Visitation: The Accredited representatives of the Union shall be permitted to enter the Authority premises, after giving advance notice to the President of the Authority, during working hours, with the 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.

A. 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.

B. 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 15<sup>th</sup> 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 15<sup>th</sup> 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.

C. 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 15<sup>th</sup> 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 based upon sex, age, race, color, creed, handicap, veterans' status, marital status, or national origin.

#### 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, 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. "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.

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

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

#### ARTICLE 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.

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

B. The holidays listed in section A above and preceded by an asterisk are not usually worked by employees.

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. 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. 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.

E. Employees in the bargaining unit will be scheduled to work the summer holidays (Memorial Day, Independence Day and Labor Day). The Authority will attempt to staff each of the summer holidays with volunteers before assigning regular employees. If there are not enough volunteers to work a holiday, regular employees will be selected based on reverse seniority. Reverse seniority for each holiday shall start at the last person to have worked the previous holiday. An employee who volunteers to work a previous holiday is not exempt from working a holiday when their name is selected in order of reverse seniority. Employees working a summer holiday will receive six-hours of vacation time for each holiday actually worked.



F. In order to receive holiday pay, employees must either work the regularly scheduled workday before and the regularly scheduled workday after the holiday, or be on an approved vacation or personal day. Should an employee fail to work on a scheduled holiday, the employee will not be paid for said holiday. Should an employee call in sick on a regularly scheduled 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.

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 1<sup>st</sup> 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. Effective in 2003, 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

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

#### ARTICLE 17 - JOB POSTINGS

All positions that become open shall be posted for five (5) working days throughout the Authority. Employees with a minimum of six months of continuous regular employment are eligible to bid for all job openings, subject to the eligibility criteria established by the Authority for the position.

A copy of all postings shall be sent to the Union. The following conditions apply to the posting of jobs.

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

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

C. In determining eligibility for the posted job, the Authority will consider the attendance record during the preceding twelve (12) months of the applicant, and the applicant's disciplinary history during the preceding six (6) months, along with all other eligibility requirements. In the event that two (2) or more applicants are equal in qualifications for the job opening the Authority shall select 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 16 month look-back at prior discipline. Discipline steps will be as follows:

- Step 1 - written warning
- Step 2 - 1 day suspension
- Step 3 - 3 day suspension
- Step 4 - 5 day suspension
- Step 5 - termination

D. Any employee may request that the Union investigate their discharge, suspension or warning notice.

E. 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.

F. 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 may be presented to the Manager or designee. This grievance may be stated orally or in writing, and must be responded too 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 - LUNCH AND BREAKS

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.***

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

Warehouse employees must punch in and out during lunch period.

All break and lunch periods for collection crews will be called in to RC-1 (recycling center dispatch) by the vehicle driver and logged in.

## ARTICLE 21 - HOURS OF WORK

A. The normal workweek shall consist of forty (40) hours per week, which shall include five (5) consecutive, eight (8) hour workdays, with a one-half hour non-paid meal period per day. The work week shall be from Monday to Friday, or Tuesday to Saturday.

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.

B. If Sunday work is required 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.

C. Employees must clock in at the commencement of their shift and clock out at the termination of their shift. No employee is permitted to punch another employee's time card. Discipline shall be imposed on any employee violating the foregoing. Additionally, discipline shall be

appropriate in the case of any employee who repeatedly fails to clock in or out.

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

#### ARTICLE 22 - SHIFT DIFFERENTIAL

Employees working an entire evening shift (a shift all of which takes place between the hours of 3:00p.m. to 7:00 a.m.) shall receive a \$.80 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 - PROBATIONARY PERIOD

A. For regular appointments in Authority service, the working introductory or probationary period shall be ninety (90) calendar days, not subject to extension. During that period, the probationary employee will receive no benefits, but shall accrue sick and vacation time 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 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 25 – 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 job into a regular job, then the position shall be posted, the same as any other opening in the Authority.

Temporary personnel will have the right to bid on jobs posted; however, they will not be given credit for length of service or experience during such temporary employment. 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.

E. Any prison labor or day reports shall be limited to the ware house, sorting recyclable materials, or picking up waste materials on the grounds. They shall not work in the landfill, transfer station or collections. Any increase in prisoner use shall result in the same increase in bargaining unit work in the warehouse on an hour-by-hour basis. Any reduction in bargaining unit personnel in the warehouse shall result in an equal reduction in prisoner use. Warehouse employees shall not be reassigned to collections and then replaced by prisoners or day report labor.

#### ARTICLE 26 – MEDICAL BENEFITS

The following provisions replace the language in the Collective Bargaining Agreement between the ACUA and Local 68, dated January 1, 1999 – December 31, 2001. Plan benefits are those as stated in the State of New Jersey, State Health Benefits Program, and Summary Program Description, dated September 2000.

A. The Authority continues to provide benefits to its employees through the New Jersey State Health Benefits Program effective January 1, 2002. 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 and any/or unmarried children under the age of 23 who live with the employee. Coverage for an enrolled child will end when the child marries, moves out of

the household, or on December 31 of any year in which the enrolled child turns 23.

D. The Authority will pay the cost of any health program for employees and eligible dependent provided that program does not exceed the cost of the traditional program. If the employee selects a program that costs more than the traditional program, the employee will pay the difference between the plans through payroll deductions.

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 the first of the month following ninety days of full-time 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 the first of the month following ninety days of full-time regular employment. The plan requires mandatory use of generic drugs in cases where a generic is available. The co-pay will be a three-tier co-pay of \$5.00 for generic medications, \$10.00 for brand name medications, and \$15.00 formulary medications for retail purchases and \$10.00/\$20.00/\$30.00 for mail order purchases. This program is exclusive home delivery through mail order for generic maintenance prescriptions with two or more refills.

#### ARTICLE 27 – RETIREMENT HEALTH INSURANCE

The following provision replaces the language in the Collective Bargaining Agreement between the ACUA and Local 68, dated January 1, 1999 – December 31, 2001.

Employees covered under this agreement will be eligible for paid health benefits at retirement with 25 or more years of service in the Public Employees Retirement System.

ARTICLE 28 - 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 29 - SAFETY GLASSES

The Authority will provide one pair of prescription safety glasses to those employees who are required to use safety glasses as a condition of their employment. The employee is responsible for the cost of replacement of broken or damaged safety glasses.

### ARTICLE 30 – 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 rate of \$.26 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. 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 31 – TUITION REIMBURSEMENT

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

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

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



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

Reimbursement is made through payroll subject to all applicable taxes.

#### ARTICLE 32 - UNIFORMS AND SAFETY SHOES

A. Uniforms will be provided by the Authority to all employees whose position requires them. Authority issued uniforms (i.e. pants, shirts, jackets, gloves, hats, etc.) must be worn at all times. The Authority will also provide bi-weekly cleaning service for Authority provided uniforms at no expense to the employee. 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 turn in their old shoes prior to receiving replacements. The Authority shall provide the standard issue safety shoe, and if the employee wishes to select another style of safety shoe, the employee must purchase said safety shoe from the Authority's vendor and will be given an allowance of up to \$80.00 per pair. The employee is responsible to pay the amount in excess of \$80.00. Employees are required to wear safety shoes at all times while working.

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

#### ARTICLE 33 – U.S. SAVINGS BONDS

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

#### 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 group leader/safety manager. 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) recycling employees, 1 transfer station employee, 1 landfill employee, and 1 maintenance employee) as members of a joint committee which shall include an equal number of management personnel, designated by the Authority, to

meet every two (2) months to discuss safety conditions and make recommendations to the Authority.

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.

#### 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 percent (60%) of the employee's base salary. Additional coverage may be purchased at the employee's expense.

#### ARTICLE 39 – INCLEMENT WEATHER

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

#### 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. Personal days may only be taken in full day or half-day increments, unless the site manager requests the use of less than a four (4) hour increment. Personal days should normally be used for emergencies, observance of religious holidays, or business that must be attended to during business hours.

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

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

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 – BONUS PROGRAM

The Authority shall continue to provide the current bonus program to the employees in the bargaining unit. The Authority shall consider in good faith any Union proposals in this regard, but the Authority shall retain the final authority to set the standard.

#### ARTICLE 44 – 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. 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 (8<sup>th</sup>) 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 Atlantic City Medical Center 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.

#### ARTICLE 45 – 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 1<sup>st</sup> of the year following the year in which they accrue a total of 360 or more unused sick leave hours as of 12/31. 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 360 or more accrued unused sick leave hours will be credited with 600 hours as of the date the employee enters the paid sick leave bank (Example: An employee has accrued and not used 400 sick hours as of December 31, 2005. Said employee will enter the paid sick leave bank on January 1, 2006 with 600 hours).

Any employee with less than 360 sick hours on their attendance record as of 12/31/05 will not be eligible for the sick leave bank in 2006. 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 360 unused sick hours on their attendance record. Those employees ending the year with a minimum of 360 sick hours will enter the bank the following year with 600 hours.

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 1<sup>st</sup> 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 360 unused hours of sick leave as of December 31, 2005 will enter the paid sick leave bank on January 1, 2006 with 600 hours and will accrue an additional 120 hours of sick leave on January 1, 2007 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 are encouraged to invest this bonus in the Authority's deferred compensation program. Special enrollment sessions will be held for this purpose.

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.

**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.

Absences are to be reported as follows:

**Recycling:** Not less than half an hour before start of shift (609)-272-6988

**Solid Waste Maintenance:** Within one half hour of start time (609) 645-0326

**Transfer Station Day Shift:** Between 6:30 and 7:00 a.m. (609) 272-6951

**Transfer Station Evening Shift:** By 5:00 p.m. (609) 272-6947

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

**Disciplinary Action** – The Authority has the right to take disciplinary action under any circumstances, and at the appropriate level of severity (depending upon the facts of the case and the employee's overall record),

where sick leave benefits have been abused or 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 and following incident(s) in the calendar year the likely disciplinary action will be a verbal warning at the division level. For the fifth incident, a written warning. The sixth incident will result in disciplinary action, *most likely a suspension, the duration of which will be dependent upon the individual's status in the progressive discipline process,* and suspension or termination for additional incidents, termination being the likely result for seven or more incidents.

3. In the case of any sick leave which is not properly substantiated, or which indicates a pattern of abuse, such as consistently before or after scheduled days off, or sick leave consistently taken immediately after it is accrued (likely action: discipline consistent with the surrounding circumstances).

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

**Light Duty** – Light duty will be required when available.

**ARTICLE 46 – 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 47 – Salary and Compensation Program (2008)**

Pursuant to Article 47, Section I of the Collective Bargaining Agreement between the ACUA and Local 68, dated January 1, 2008 – December 31, 2010, the following provisions shall prevail.

In addition to all matters previously agreed between the parties, the ACUA and the Union agree to the following:

- A. The entry-level salary for each job classification as of December 31, 2007 shall remain unchanged.
- 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).
- C. Effective January 1, 2008, or the employees one year anniversary date, whichever is later, full time regular employees, will receive a merit increase of \$.45 per hour for a 2.8 or better rating on their 2007 or one year performance review. In addition, employees achieving a 4.0 or better on their 2007 performance evaluation will receive a \$125.00 bonus.
- D. Effective October 8, 2008, or on the employees one year anniversary date, whichever is later, full time regular employees, will receive an increase of \$.55 per hour in their hourly rate.

- E. Increases mentioned in section C and D 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 and October 8, 2008.
- F. 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).
- G. Two consecutive performance evaluations with any rating of 1 in any category may be cause for dismissal or demotion.
- H. Full time regular employees, hired during 2008, will not be eligible for any salary increase in 2008.
- I. 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 - SALARY AND COMPENSATION PROGRAM (2009)

Pursuant to Article 47, Section I of the Collective Bargaining Agreement between the ACUA and Local 68, dated January 1, 2008 – December 31, 2010, the following provisions shall prevail.

In addition to all matters previously agreed between the parties, the ACUA and the Union agree to the following:

A. The entry-level salary for each job classification as of December 31, 2008 shall remain unchanged.

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).

C. Effective January 12, 2009, or the employees one year anniversary date, whichever is later, full time regular employees, will receive a merit increase of \$.45 per hour for a 2.8 or better rating on their 2008 or one year performance review. In addition, employees achieving a 4.0 or better on their 2008 performance evaluation will receive a \$125.00 bonus.

D. Effective September 20, 2009, or on the employees one year anniversary date, whichever is later, full time regular employees, will receive an increase of \$.55 per hour in their hourly rate.



E. Increases mentioned in section C and D 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 and September 20, 2009.

F. 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).

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

H. Full time regular employees, hired during 2009, will not be eligible for any salary increase in 2009.

I. 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 – SALARY AND COMPENSATION PROGRAM (2010)

Pursuant to Article 47, Section I of the Collective Bargaining Agreement between the ACUA and Local 68, dated January 1, 2008 – December 31, 2010, the following provisions shall prevail.

In addition to all matters previously agreed between the parties, the ACUA and the Union agree to the following:

- A. The entry-level salary for each job classification as of December 31, 2009 shall remain unchanged.
- 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).
- C. Effective January 10, 2010, or the employees one year anniversary date, whichever is later, full time regular

employees, will receive a merit increase of \$0.39 per hour for a 2.8 or better rating on their 2009 or one year performance review. In addition, employees achieving a 4.0 or better on their 2009 performance evaluation will receive a \$100.00 bonus.

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, hired during 2010, will not be eligible for any salary increase in 2010.

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 48 - DURATION AND TERMINATION

This agreement shall be effective as of January 1, 2008 and shall remain in full force and effect until December 31, 2010 with re-openers for salary in 2009 and 2010. 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 49 - 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 \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

\_\_\_\_\_  
PATRICK T. GILRANE, Business Rep.

\_\_\_\_\_  
KEVIN P. FREY, Recording Secretary

## APPENDIX A

### JOB CLASSIFICATIONS COVERED BY THIS AGREEMENT

Lead Mechanic

Vehicle/Heavy Equipment Mechanic

Mechanic I, II, and III

Maintenance Person

Parts and Inventory Control Clerk

Lead Equipment Operator

Equipment Operator I and II

Lead Driver

Driver

Road Handler

Warehouse Handler

Scalemaster

Inspector

Laborer

General Laborer



<b>Bargaining Unit January 1, 2010 through December 31, 2010</b>		
	Entry	2010 Top
LEAD MECHANIC	34,672	60,474
VEH/HVY EQUIP MECHANIC	33,339	58,967
MECHANIC III	30,012	60,554
MECHANIC II	28,752	53,783
MECHANIC I	26,508	50,613
PARTS & INVENTORY CONTROL CLERK	26,508	50,613
MAINTENANCE PERSON	22,472	48,985
LABORER	21,206	47,837
LEAD EQUIPMENT OPERATOR	35,693	62,022
LEAD DRIVER	34,672	60,474
EQUIPMENT OPERATOR II	30,012	55,206
DRIVER	27,494	52,361
EQUIPMENT OPERATOR I	25,411	50,007
ROAD HANDLER	21,206	45,255
WAREHOUSE HANDLER	19,434	43,252
SCALEMASTER	30,088	55,293
INSPECTOR	28,829	53,870
GENERAL LABORER	19,434	43,252