

COLLECTIVE NEGOTIATIONS AGREEMENT

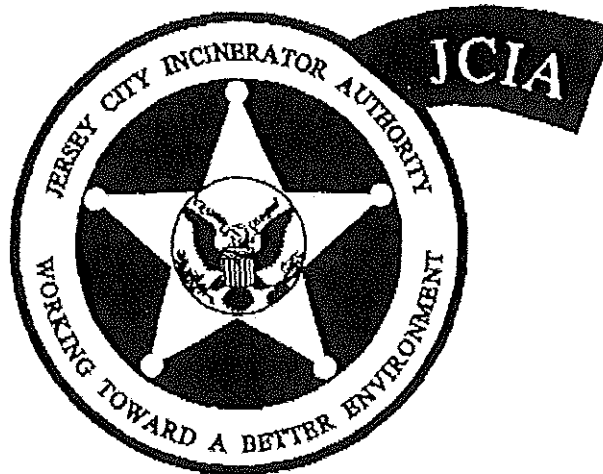
BETWEEN

JERSEY CITY INCINERATOR AUTHORITY

AND

MERCHANDISE DRIVERS LOCAL NO. 641

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO



FOR THE PERIOD JULY 1, 2012 THROUGH DECEMBER 31, 2016

Prepared By:
Oren K. Dabney, Sr.
Chief Executive Officer
JERSEY CITY INCINERATOR AUTHORITY
Jersey City Municipal Services Complex
13 Linden Avenue East, Suite 300
Jersey City, New Jersey 07305
201-432-4645 ext. 2621 or 2625

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I RECOGNITION.....	1
ARTICLE II MANAGEMENT RIGHTS	2
ARTICLE III CHECK-OFF AND REPRESENTATION FEE.....	4
ARTICLE IV NON-DISCRIMINATION	7
ARTICLE V UNION REPRESENTATION/BUSINESS	7
ARTICLE VI NO STRIKES OR LOCKOUTS.....	9
ARTICLE VII GRIEVANCE PROCEDURE	9
ARTICLE VIII DISCIPLINE AND DISCHARGE.....	12
ARTICLE IX WORK SCHEDULE.....	12
ARTICLE X OVERTIME.....	15
ARTICLE XI SALARIES.....	18
ARTICLE XII HOLIDAYS	19
ARTICLE XIII VACATIONS.....	21
ARTICLE XIV SICK LEAVE	23
ARTICLE XV LEAVE OF ABSENCE WITHOUT PAY.....	25
ARTICLE XVI FUNERAL LEAVE.....	26
ARTICLE XVII MILITARY LEAVE	27
ARTICLE XVIII RETIREMENT AND PENSION	28
ARTICLE XIX HEALTH BENEFITS.....	29
ARTICLE XX PRESCRIPTION AND EYEGLASS PLAN	29
ARTICLE XXI LIFE INSURANCE.....	30
ARTICLE XXII DENTAL BENEFITS	31
ARTICLE XXIII JURY DUTY.....	31
ARTICLE XXIV LONGEVITY	31
ARTICLE XXV SENIORITY	32
ARTICLE XXVI PROBATIONARY PERIOD	35
ARTICLE XXVII MISCELLANEOUS	35
ARTICLE XXVIII CDL REQUIREMENTS.....	38
ARTICLE XXIX FULLY-BARGAINED AGREEMENT.....	40
ARTICLE XXX DURATION.....	40
SCHEDULE A.....	41
SCHEDULE B	43
SCHEDULE C.....	45
SCHEDULE D.....	47
SCHEDULE E	49
SCHEDULE F	51
EXHIBIT 1 - SUBSTANCE ABUSE POLICY.....	53
EXHIBIT 2 - WORK RULES.....	62

PREAMBLE

This Agreement made this 1st day of July, 2005, between **THE JERSEY CITY INCINERATOR AUTHORITY** (hereinafter referred to as the "Employer") and **MERCHANDISE DRIVERS LOCAL NO. 641**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

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

WHEREAS, the parties, pursuant thereto, have reached an agreement on the matters hereinafter set forth which represents the complete and final understanding on all bargainable issues between the Employer and the Union;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and conditions herein contained, the parties hereto agree to and with each other as follows:

ARTICLE I- RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of all blue-collar employees employed by the Employer at its Jersey City location, 13 Linden Avenue East, Suite 300 Jersey City, New Jersey 07305. Excluded from the foregoing bargaining unit are the following: Casual employees hired as a laborer by means of a daily shape-up, managerial and confidential employees, craft and professional employees, supervisors, foremen, office clericals, white-collar employees and guards as defined by the New Jersey Employer-Employee Relations Act.

Wherever the word "employees" appears in this Agreement, it shall be construed to mean and include only the employees of the Employer as specified above and shall not include those employees within the excluded category.

Wherever the word or words indicating man or woman appear, it shall be understood that this Agreement allows for fulfillment of the position by either a man or a woman.

ARTICLE II- MANAGEMENT RIGHTS

Section 1:

The Union recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

Section 2:

Except as modified, altered or amended by the within Agreement, the Employer shall not be limited in the exercise of its statutory management functions. The Employer here retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America but without limitation the following rights, privileges and functions:

(a) The executive management and administrative control of the Jersey City Incinerator Authority and its properties and facilities and the activities of its employees related to their employment utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

(b) The right to hire all employees and to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.

(c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto.

(d) The right to use and implement improved methods of operation and equipment.

(e) The right to promulgate and implement policies, rules, regulations and practices which in its sole discretion it deems necessary for the efficient and effective operation of its properties and facilities and to maintain order and safety of the workforce.

(f) The right to discipline any employee for good and just cause according to law.

(g) The right to contract-out any operation or work of the Employer. Upon written demand of the Union, the parties agree to bargain over the economic effects upon the bargaining unit of the Employer's decision to contract out any operation or work. It is specifically understood and agreed that the decision, itself, is non-bargainable.

(h) The right to lay-off employees.

Section 3:

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and expressed terms of this Agreement are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution and Laws of the United States.

Section 4:

Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1 *et seq.* or any national, state, county or local law or regulation.

**ARTICLE III- CHECK-OFF AND
REPRESENTATION FEE**

Section 1, Check-Off:

The Employer agrees to deduct from the first pay of each month, membership dues for the current month and initiation fees for each employee covered by this Agreement who has voluntarily filed with the Employer a signed written authorization. The Employer will remit such deduction to the Secretary/Treasurer of the Union at the Union Office located at 714 Rahway Avenue, Union, New Jersey 07083, together with statement showing the names of the employees and the individual amounts deducted.

The amount of membership dues and initiation fees shall be certified from time to time in writing by the Union to the Employer.

Notwithstanding anything to the contrary in this Section, the Employer shall have no obligation to make such deductions until and unless it receives written authorization from the employee in accordance with applicable law.

Section 2, Representation Fee:

If an employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, such employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to off-set the employee's per capita cost of services rendered by the Union as majority representative.

Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount. In order to adequately off-set the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, as set forth below, the full amount of the representation fee promptly transmit the amount to the Union.

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

- (a) Ten days after receipt of the aforesaid list by the Employer;
- or,

(b) Thirty days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on lay-off, in which event, the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

If an employee who is required to pay a representation fee terminates his employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to the employee during the membership year in question.

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Union will notify the Employer in writing of any changes in the list it has provided to the Employer of those employees who have not become members of the Union for the then current membership year. The Union will also notify the Employer in writing of any changes in the amount of the representation fee and such changes will be reflected in any deductions made more than 10 days after the Employer receives said notice.

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who

began their employment in a bargaining unit position during the preceding 30 day period.

The list shall include the name of the employee, his job title and date of employment.

Section 3:

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits and any other forms of liability that may arise out of , or by reason of, action taken or not taken by the Employer for the purpose of complying with provisions of this Article, or in reliance on any such notice authorization furnished under such provisions.

ARTICLE IV-- NON-DISCRIMINATION

There shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, age, national origin, sexual preference or orientation, marital status, ancestry, handicap, disability, or membership in the Union, or any factor prohibited by applicable law.

**ARTICLE V-- UNION
REPRESENTATION/BUSINESS**

Section 1:

There shall be one shop steward and one assistant shop steward from the employees of the bargaining unit. The Union shall notify the Employer in writing of all such appointments before they become effective, and the Employer shall not be required to recognize any other employee as an employee representative in the adjustment of grievances in accordance with the provisions of this Agreement.

Section 2:

Before any shop steward or assistant shop steward may leave his area or place of employment, he shall be required to obtain approval in advance from the Chief Executive Officer of the Employer or his designee.

When an authorized shop steward or assistant shop steward is excused from his assigned duties, he shall:

- (a) Notify the supervisor of any Employer facility visited on arrival.
- (b) Notify his supervisor or designated representative upon return to the job.
- (c) Record his time out and time in with his supervisor upon leaving and returning to his job.

Section 3:

Any authorized representative of the Union who is not employed by the Employer shall be permitted to enter the Employer's premises during working hours for the purpose of adjusting grievances or otherwise administering terms of this Agreement. At the time of entering the Employer's premises, the representative shall advise the Chief Executive Officer of the Employer, or his designee, as to his presence, the general purpose of his visit and intended destination.

Section 4:

Any authorized representatives of the Union, whether employed by the Employer or not, shall neither solicit members nor conduct any business on the Employer's property during employer-assigned work schedules of either the representatives of the Union or the employees involved except for the following:

- (a) Collective negotiations.

(b) Time spent conferring with management or employees on specific grievances as specified in the grievance procedures, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict, the work assignments shall have priority.

ARTICLE VI- NO STRIKES OR LOCKOUTS

Section 1:

There shall be no lockouts, strikes, work stoppages or slow downs of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2:

The Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage. In the event that the Union's members participate in such activities, in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties and take such other action as may be necessary under the circumstances to bring about compliance with the provisions of this article.

ARTICLE VII- GRIEVANCE PROCEDURE

Section 1:

A grievance is hereby defined as any dispute between the parties concerning the application, interpretation or claimed violation of any provision of this Agreement.

Section 2:

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances and to that end the following procedures shall be the sole and exclusive method of resolution:

Step 1. An employee with a non-disciplinary grievance shall first discuss it with his immediate supervisor either directly or through the Union shop steward within two working days after the employee knew or should have known of the event giving rise to the grievance. Failure to act within the said two working days shall be deemed to constitute a waiver and abandonment of the grievance.

Step 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after the representation of that grievance at Step 1, the Union may file within five (5) working days with the Chief Executive Officer of the Employer a written grievance setting forth the nature of the grievance and designated contract provision(s) claimed to have been violated. The grievance shall be discussed by the Union Business Agent and the Chief Executive Officer/Secretary or his designee at a mutually agreeable time and place not later than seven (7) working days after the request for such discussion. Within ten (10) working days, the Employer shall notify the Union of its decision in writing. Failure of the Union to file a written grievance within the allotted time shall be deemed to constitute a waiver and an abandonment of the grievance.

All disciplinary grievances shall commence at Step 2.

Step 3. If the grievance is not resolved at Step 2, or if no written decision has been rendered within ten (10) working days after the presentation of that grievance at Step 2, the Union shall within ten (10) working days make a written demand for arbitration to the New

Jersey State Board of Mediation with a copy of the demand being delivered to the Chief Executive Officer/Secretary of the Employer. The written demand for arbitration shall set forth a specific nature of the dispute and specific provisions of the Agreement claimed to be violated. The selection of an arbitrator as well as the conduct of the arbitration hearing shall be in accordance with the rules and regulations of the New Jersey State Board of Mediation then in effect.

The arbitrator so selected shall hear the dispute at a mutually agreeable time and place.

The decision of the arbitrator shall be final and binding upon the employer, the Union, and the employee(s) and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision which shall be done within thirty (30) days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the Employer any obligation or liability not expressly assumed by the Employer under the provisions of this Agreement; nor may the arbitrator deprive the Employer of any right reserved, expressed or implied, by it for its benefit hereunder.

The cost of the arbitrator's fee shall be borne equally by the parties. Each party shall be responsible for its own costs incurred in arbitration.

ARTICLE VIII- DISCIPLINE AND DISCHARGE

The Employer shall not suspend, discipline or discharge any employee (other than probationary employees) except for good and just cause. This provision shall not limit the right of the employer to lay-off employees when it deems necessary.

ARTICLE IX- WORK SCHEDULE

Section 1:

Section 1(a): Except as set forth in paragraph (b) below, the regular work week for bargaining unit employees shall consist of forty (40) hours with a four (4) or five (5) day work week, inclusive of a paid lunch period, Saturday through Friday.

Section 1(b): Notwithstanding paragraph (a) above, the Employer, in its sole discretion, may schedule a regular work week consisting of forty (40) hours (12am to 12am) inclusive of a paid lunch period, Saturday through Friday, for all current job classifications and newly created job titles of the Employer. Openings for current and newly created positions and/or work schedules shall be posted by the Employer for five (5) work days and interested employees may bid for the posted position or work schedules by submitting a position or work schedule form within the posting period. The Employer shall select the more senior or equally qualified bidding employees. The selected employee shall have a maximum of thirty (30) working days of training to qualify for the posted position. If in the sole determination of the Employer, no qualified employees bid on the positions, the Employer may then involuntarily assign the less senior employee who is qualified to perform the job or may hire from the outside.

It is understood and agreed that all current and newly created employee job titles and/or classifications who work the Saturday through Friday schedule may be required by the Employer to perform a job in a lower classification (e.g. laborer, equipment operator);

however, the employee so assigned shall be paid at his/her higher job title rate.

Section 1 (c): Subject to the provisions of Section 4 of this Article, it is understood and agreed that if there are insufficient employees to fill any given work schedule due to absences, the Employer has the right to cover such absences by temporarily assigning, in its sole discretion, any qualified employee to cover any job classification. If the Employer cannot replace an absent employee from the ranks of qualified employees during their regularly assigned work schedule, the Employer may, in its sole discretion, cover such absence by utilizing qualified shape up workers prior to using the employee overtime list.

Section 1(d): The paid lunch period is to be one (1) hour for all five (5) day per week employees and one hour and 15 minutes for four day (10 hours) per week shift employees. No employee shall be permitted to leave his assigned work place with equipment of the Employer during his lunch period unless specific permission to do so is obtained from the Chief Executive Officer or his designee.

Section 1(e): It is agreed that the present practice permitting employees to quit work 15 minutes early is hereby abolished.

Section 1(f): Any full-time employee who reports for work at his scheduled starting time without having been notified not to report for work by his immediate supervisor or other Employer representative shall be guaranteed eight (8) hours of work or pay therefore, provided the employee does not leave sooner on his own accord. This paragraph shall not apply where work is not available because of general breakdown, power or heating failure, fire, flood, storm, failure of public utilities, Act of God, labor dispute or any other condition(s) beyond the control of the Employer.

Section 2:

Employees shall be permitted one fifteen (15) minute break shall be in the morning and one fifteen (15) minute break shall be in the afternoon at a time selected by management of the Employer.

Section 3:

The Employer shall have the right, for the efficient operation of its facilities, to make changes in the commencement and termination of the work schedules provided, however, upon making permanent changes, the Employer shall give to the Union seven (7) calendar days notices where practicable.

Section 4:

(a) The Authority shall establish a shape list to fill manpower shortages as defined, a list of employees available for such assignments will be developed and maintained by the Authority. Shapes will only be used to fill manpower shortages during the regular work week and for overtime Saturday through Friday from 12am to 12am after exhausting the bargaining unit employees' overtime list. Manpower shortages shall be defined as temporary shortages due to absences, disability, vacations and special projects. Specialty projects for which shapes may be used shall be defined consistent with past practice (e.g. lot cleaning, snow removal, demolition and other similar assignments).

(b) The Shape list will not be used to replace currently scheduled work hours or snow emergency duty, unless there is a shortage of bargaining unit employees.

(c) If a person is used from the shape list for ninety (90) days in any job classification, within six (6) consecutive months, that individual shall be included in the bargaining unit. The six (6) month period shall begin with the first day worked by the

individual and shall renew each consecutive six (6) months thereafter until the individual becomes a member of the bargaining unit. In addition, the use of shapes will be for the lowest level position available, with existing employees being given the opportunity to upgrade to vacancies for which they are qualified.

ARTICLE X- OVERTIME

Section 1:

The Employer agrees that overtime consisting of time and one-half of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours pay per week. Overtime shall be computed on an employee's regular base hourly rate, unless overtime is earned at a higher rated job in which case overtime shall be computed at the higher hourly base rate.

Section 2:

(a) The Employer agrees that overtime consisting of time and one-half of straight time pay shall be paid to all employees covered by this Agreement for time worked on Saturday and double time for work performed on Sunday or a holiday (plus day's pay for the holiday), provided the employee has time worked in excess of forty (40) hours pay.

For employees on a Saturday through Wednesday or any other four (4) or five (5) day work schedule, overtime at $1\frac{1}{2}$ times straight hourly rate for work performed on employee's sixth day of work in any given week and double time for work performed on the employee's seventh day or on a holiday (plus day's pay for the holiday) provided the employee has time worked in excess of forty (40) hours pay.

(b) A reasonable effort will be made by the Employer to provide overtime equally among employees, provided that employees are qualified to perform the work. The

Employer shall maintain its current practice of a rotating overtime list by job classification. The Employer shall have the right to determine the number of employees required to perform such work. For daily overtime assignments, preference shall be given to the employee who is working the job where overtime is required so that employees will not change job assignments for the purpose of overtime work. The Employer shall have the right to direct and require an employee to work a reasonable amount of overtime.

Section 3:

(a) Employees who work on snow plowing and salting (defined herein as the clearing of snow and ice from primary and secondary roadways by means of salting and plowing to insure that the center of the roadway is passable for vehicular traffic; equipment used for this purpose are snow plows and salt spreaders) in excess of their regularly scheduled work hours shall be paid at a rate of two times their straight time hourly rate after the first eight hours and for such work performed on a holiday (plus day's pay for the holiday), provided the employee has time worked in excess of forty hours pay.

(b) Employees who work on snow removal (defined herein as the removal of mounds of snow from the curb line to insure adequate parking in streets designated by the Office of Emergency Management of the City of Jersey City; equipment used for this purpose are front-end loaders, roll-off containers and dump trailers) in excess of their regularly scheduled work hours shall be paid at a rate of one and a half times their straight time hourly rate after the first eight hours and two times their straight time hourly rate for such work performed on their seventh day of work in any given week or on a holiday (plus day's pay for the holiday), provided the employee has time worked in excess of forty hours pay.

(c) During snow season December through April 1st of each year employees shall be scheduled to report to work at a specific time and failure of the employee to report for required snowfighting duty, other than for extenuating circumstances, will result in a one (1) day suspension without pay for each occurrence. Three (3) occurrences within a snow season shall result in the employee's immediate termination from the Authority.

(d) Any employee who is called upon and scheduled to work for or during a snow plowing and salting or snow removal event must report to work within thirty (30) minutes of the snow emergency call and shall be paid from the time of call; failure to report within the allotted time will result in loss of work opportunity and immediate disciplinary action as set forth in Section 3 paragraph (c) of this Article.

(e) Snowstorm/Hurricanes and/or Emergency Clean-Up Employee Overtime Call-In seniority list, all employees that do not answer their phones or respond to voice mails left by management to call the office about reporting to work within thirty (30) minutes of said call shall subject themselves to immediate progressive disciplinary action for failure to return calls as outlined in Section 3 paragraph (c) of this Article. During snowstorms/hurricanes and/or emergency clean-ups employees should take it upon themselves to contact the Authority to see if and when their service shall be needed. Other than for extenuating circumstances, all employees will be scheduled and not asked to report to the aforesaid emergency duties.

Section 4:

An employee who is called back to work after he has completed his regular shift shall be paid at the applicable overtime hourly rate for all hours worked on call back prior to the start of his next regular shift. Such employee shall be guaranteed four (4) hours of work, provided he actually worked same.

Section 5:

There shall be no pyramiding of overtime pay for the same hours worked under any provision of this Article.

Section 6:

Employees shall not be paid overtime unless such overtime is authorized by their supervisor.

Section 7:

Except in cases of emergency, the Employer will post the weekend overtime list no later than 4:00 p.m. Thursday. If an employee has an unexcused absence on Friday and/or Saturday, he/she will be ineligible for that weekend overtime unless otherwise directed by the Employer.

ARTICLE XI-SALARIES

Section 1:

The base salary of employees shall be increased by \$0.50 cents per hour retroactive over a three (3) year period from January 1, 2011, to December 31, 2013. There shall be no increase or retroactivity for the period July 1, 2010, through December 31, 2010. There shall also be a wage increase of \$0.50 cents per hour, each year, on January 1st of each year, including retroactivity where applicable, for the period January 1, 2014, through December 31, 2016.

Note: The Authority will look into negotiating and discussing the below when the opportunity arises:

During this five (5) year contract the Authority is considering to provide in-house garbage and recycling collection and will look into negotiating a two (2) tier pay system for those employees to be hired as Heavy Equipment Operators, laborers/lifters and/or Mechanics to provide such service.

Section 2:

Advancement on salary guides which have more than one step shall be based upon the evaluations received by the Chief Executive Officer. The first evaluation shall occur six (6) months after employment; the second salary evaluation shall occur eighteen (18) months after employment; all subsequent evaluations shall occur on the annual anniversary date of hire except where there has been a change in title in which case the evaluation will occur on the anniversary of title change. Any such salary increases shall be given to all employees on the first day of the month following their anniversary date.

Section 3:

Employees shall be hired on the first step of the salary scale of their job title.

Section 4:

Pay day shall be on Friday at 4:00 p.m. or at the regularly scheduled quitting time for the employee.

ARTICLE XII- HOLIDAYS

Section 1:

The following days are recognized as paid holidays:

1. NEW YEAR'S DAY
2. MARTIN LUTHER KING'S DAY
3. LINCOLN'S BIRTHDAY
4. WASHINGTON'S BIRTHDAY

5. GOOD FRIDAY
6. MEMORIAL DAY
7. INDEPENDENCE DAY (JULY 4TH)
8. LABOR DAY
9. COLUMBUS DAY
10. GENERAL ELECTION DAY (NOVEMBER)
11. VETERAN'S DAY
12. THANKSGIVING DAY
13. DAY AFTER THANKSGIVING
14. CHRISTMAS DAY

Section 2:

To qualify for holiday pay, an employee must work the regularly scheduled day before and the regularly scheduled day after the holiday, provided that an employee who is absent the day before or the day after a holiday will not be precluded from receiving holiday pay if the absence is recognized and authorized by the Employer. If requested, the employee shall present written medical proof of any illness occasioning his absence the day before or after a holiday as a condition to receiving holiday pay.

Section 3:

If a holiday occurs on an employee's regularly scheduled day off, the employee shall receive an additional day added to his earned vacation entitlement.

ARTICLE XIII- VACATIONS

Section 1:

All permanent employees shall be entitled to the following vacation:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to the first calendar year.	One working day for each month of employment.
Upon commencement of the 1 st year through 4 th year of employment.	17 working days.
Upon commencement of the 5 th year through 9 th year of employment.	20 working days.
Upon commencement of the 10 th year through the 14 th year of employment.	25 working days.
Upon commencement of the 15 th year or more of employment.	30 working days.

All of the above vacation time shall be prorated over the employment year.

<u>Employees Hired on or After January 1, 1993:</u>	<u>Vacation Days</u>
Up to the first calendar year.	One working day for each month of employment.
Upon commencement of the 1 st year through 4 th year of employment.	12 working days.
Upon commencement of the 5 th year through 9 th year of employment.	18 working days.
Upon commencement of the 10 th year through the 14 th year of employment.	22 working days.
Upon commencement of the 15 th year or more of employment.	25 working days.

Section 2:

Vacation time may be accrued up to one (1) year at the rate at which it was earned. Once an employee has accrued the maximum of one (1) year, the current year vacation must be taken within that year or be forfeited.

Section 3

A week's vacation pay shall consist of forty (40) hours at the employee's straight time hourly wage rate in effect at the time the vacation is taken. Vacation pay shall be paid in advance of the time that the vacation is taken.

Section 4:

All requests for specific vacation time must be in writing on a vacations request form which must be submitted and approved by the Employer. Vacation request forms for prime vacation time of a week or more (40) hours (June, July, August) must be submitted to the employee's immediate supervision no later than May 1st. An employee wishing to take less than a week's vacation time must submit a vacation request form to their immediate supervisor no later than two (2) days, forty-eight (48) hours, before such a request may be granted. If there is a conflict between employees in the request for vacation periods, seniority will prevail provided, however, that manpower and services of the Employer are not adversely affected, which decision shall be in the sole discretion of the Employer.

Section 5:

If an employee entitled to a vacation dies or is terminated prior to having taken his earned vacation, his vacation pay will be paid to him, his legal representative, or his estate, as the case may be.

Section 6:

In the event a holiday occurs during an employee's vacation period, such employee shall be entitled to an additional day's paid vacation to be taken at the Employer's discretion.

ARTICLE XIV- SICK LEAVE

Section 1:

Employees shall be entitled to receive paid sick leave on account of absence from regularly scheduled work days due to personal illness which prevents the employees from performing his usual duties. The sick leave entitlement shall be calculated as follows:

1. Up to the end of the first calendar year of employment: one (1) working day for each month of employment.
2. For each calendar year of employment thereafter: one and one-quarter [1 1/4] day for each month of employment (15 days per year on a prorated basis).
3. Employee's hired on or after January 1, 1993:
 - a. Up to the end of the first calendar year: 10 days.
 - b. For each calendar year thereafter: One day for each month of employment (12 days per year on a prorated basis).

Section 2:

Unused sick days may be accumulated from year to year.

Section 3:

If in the sole discretion of the Employer, an employee has abused sick leave, the employee may be required to produce proof of illness before the employee is entitled to be paid sick leave. Any employee who is absent on sick leave for five (5) or more consecutive days shall be required to submit a physician's certificate as evidence substantiating the

illness. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 4:

“Sick Leave Abuse” If an employee is absent for reasons that entitle him/her to sick leave, the central office of the Employer shall be notified promptly, but in no event later than one half (½) hour before the start of his/her assigned work shift in order to be paid for the day, unless prevented from doing so due to circumstances beyond the employee’s control. Failure to give such notification shall be cause for disciplinary action. Absence without notice for five (5) consecutive says shall constitute a resignation.

Section 5:

As referenced in the contract may include, but is not limited to, offenses of the following nature: patterns of absences, repeated absences before or after scheduled days off or holidays, sporadic absences each quarter throughout the year, and absences in excess of earned time without appropriate medical authorization.

The following six (6) step progressive disciplinary action over an eighteen (18) month cycle shall be taken by the Employer for those employees in violation of the listed above offenses up to an including termination.

Disciplinary Actions Steps are as follows:

- | | |
|---------------------------|-----------------------------|
| 1. Verbal Warning | 4. Three (3) Day Suspension |
| 2. Written Warning | 5. Five Day Suspension |
| 3. One (1) Day Suspension | 6. Termination |

The employee’s eighteen (18) month cycle shall begin on the date the employee receives his/her step one (1) (verbal warning) (see Sick Leave Abuse Disciplinary Action sample chart) for sick leave abuse. After the eighteen (18) month sick time anniversary

date cycle ends for those employees in violation at steps one through five (1-5) for sick leave abuse, the cycle shall begin anew.

SICK LEAVE ABUSE DISCIPLINARY ACTION SAMPLE CHART

DATE	STEPS	ACTION
01/01 to 3/31/2013	Step 1	Verbal Warning
04/01 to 6/30/2013	Step 2	Written Warning
07/01 to 9/30/2013	Step 3	One (1) Day Suspension
10/01 to 12/31/2013	Step 4	Three (3) Day Suspension
01/01 to 03/31/2014	Step 5	Five (5) Day Suspension
04/01 to 06/30/2014	Step 6	Termination

The Authority reserves the right to discipline and/or terminate employees for continued flagrant misuse sick leave abuse before the end of each quarter.

ARTICLE XV- LEAVE OF ABSENCE WITHOUT PAY

Section 1:

An employee may request a leave of absence without pay for a period not to exceed 30 calendar days.

Section 2:

The request for a leave of absence without pay shall be in writing setting forth all facts necessitating such a leave. The request shall be submitted to the Chief Executive Officer who will append his recommendation to the request and forward it to the Board of Commissioners for decision.

Section 3:

The Board of Commissioners may grant or deny each such request for a leave of absence at its sole discretion. The Board of Commissioners will consider each such request

on its own merits and a decision in one case shall in no event be deemed to have established a precedent in another.

Section 4:

Any request for an extension of an unpaid leave of absence shall also be in writing submitted to the Chief Executive Officer who shall submit same to the Board of Commissioners for a decision.

Section 5:

A leave of absence without pay shall not be part of the term of employment. No sick leave or vacation shall accrue during an unpaid leave of absence. An employee shall not be entitled to any paid holidays occurring within the period of an unpaid leave of absence.

Section 6:

The Authority agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations, and the New Jersey Family Leave Act, for all employees in the bargaining unit. Any bargaining unit employee wishing to qualify to take a Family and/or Medical Leave must adhere to the Authority's Policy for such Leave as outlined in the Authority Employee Handbook currently, Section 21: Pages 17-23. This shall in no way diminish any rights currently enjoyed by the employees under the collective bargaining agreement.

ARTICLE XVI- FUNERAL LEAVE

Section 1:

In the event of a death in the immediate family (defined herein as spouse, parent, child, sister, brother, father-in-law, mother-in-law, grandparent and grandchild) a full-time

employee shall be granted up to five (5) calendar days leave from the date of death with pay for funeral attendance and related purposes.

Section 2:

Proof of funeral attendance may be required by the Employer.

ARTICLE XVII – MILITARY LEAVE

Section 1:

An employee not on probation who has been called to active duty or inducted into the military or navel forces of the United States shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such an employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports to duty with the Employer within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

Section 2:

If the military service occurs during a time of war as declared by the Congress of the United States, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

Section 3:

Any full-time employee who is a member of the organized militia of the State of New Jersey (National Guard, Naval Militia and State Guard) shall be entitled to a leave of absence from the duties of employment without loss of pay or time on all days during which the employee shall be engaged in mandatory active duty (i.e., full-time duty in the

active military service), mandatory active duty for training (i.e., full-time duty in active military service for training purposes) or other duty ordered by the Governor, provided that the mandatory active duty or mandatory active duty for training shall not exceed 90 days in the aggregate in any one year.

Leave of absence for such military duty shall be in addition to the regular vacation allowance.

ARTICLE XVIII – RETIREMENT AND PENSION

Section 1:

Effective July 1, 2011, due to New Jersey State Pension and Health Benefits Reforms Legislation, P.L. 2011, c. 78 et. seq., all employees shall contribute a percentage of their annual salary to their pension through payroll deductions annually, only as required by said law. The Employer shall continue the existing PERS pension plan.

Section 2:

Eligible employees upon retirement shall receive all accrued vacation time up to the time of retirement; eighty percent (80%) of pay for all accumulated sick leave with the current year of retirement paid on a prorated basis; and, severance pay in the amount of three (3) day's current pay for each full year of employment with the Employer.

All employees hired as of January 1, 2014, and thereafter shall be entitled to the following paid time retirement benefits. One (1) year accrued vacation time with the current year paid on a prorated basis up to the time of retirement; eighty percent (80%) of pay for all accumulated sick leave not to exceed a maximum payout of fifteen thousand dollars (\$15,000.00).

Employees hired on or after January 1, 2014 shall not be entitled to receive severance pay in the amount of three (3) days current pay for each full year of employment

with the Employer.

In the event of the death of an employee, the estate of the employee will receive the benefits under this section.

ARTICLE XIX- HEALTH BENEFITS

Section 1:

Effective July 1, 2011, due to New Jersey State Pension and Health Benefits Reforms Legislation, P.L. 2011, c. 78 et. seq., all employees shall through payroll deductions contribute a percentage of their annual salary or a percentage of their premium, whichever is higher, towards healthcare benefits, only as required by said law. The Employer shall maintain and continue at its sole expense to pay the balance of premium for the current health benefits program.

Section 2:

The Employer reserves the right to change insurance carriers and cost for said benefits at any time during the term of this Agreement provided that the benefits are substantially similar to those then in effect.

Section 3:

Employees hired on or after January 1, 1997 shall have no entitlement to coverage under the health care benefits set forth in this Article for the first six (6) months of continuous employment. The employer reserves the right to change insurance carriers and cost for said benefits to any time during the term of this agreement provided that the benefits are substantially similar to those then in effect.

**ARTICLE XX – PRESCRIPTION PLAN AND
EYEGLOSS PLAN**

Section 1, Prescription Plan:

The prescription co-pay shall be:

Brand Name Drug	\$10.00
Generic Drug	\$3.00

The Employer reserves the right to change insurance carriers and cost for said benefits at any time during the term of this Agreement provided that the benefits are substantially similar to those then in effect.

Section 2, Eye Glass Plan:

All employees who drive vehicles of the Employer shall undergo an eye examination every two (2) years by doctor selected by the Employer at the Employer's expense.

The Employer shall reimburse each employee and eligible dependent (defined herein as spouse and unmarried dependent children to age 19) up to maximum of \$300.00 per family per fiscal year towards the cost of eye exams and/or the purchase of prescription eyeglasses or contact lenses. Proof of purchase and prescription are required.

Section 3:

Employees hired on or after January 1, 1997 shall have no entitlement to coverage under the Prescription Plan or Eye Glass Plan set forth in this Article for the first six (6) months of continuous employment.

ARTICLE XXI – LIFE INSURANCE

The Employer shall continue its current life insurance benefit.

The Employer reserves the right to change insurance carriers at any time during the term of this Agreement provided that the benefits are substantially similar to those then in effect.

ARTICLE XXII – DENTAL BENEFITS

The Employer shall continue its current dental benefits. The Employer reserves the right to change the insurance carrier at any time during the term of this Agreement provided that the benefits are substantially similar to those then in effect.

Employees hired on or after January 1, 1997 shall have no entitlement to coverage under the Dental Plan as set forth in this Article for the first six (6) months of continuous employment.

ARTICLE XXIII – JURY DUTY

Section 1:

An employee called for jury duty shall bring a copy of the notice to his immediate supervisor. The employee shall return to work any day during his jury duty that the employee does not actually serve or is excused from jury service. A signed receipt for days served must be returned to the payroll clerk upon completion of service.

Section 2:

The Employer shall pay an employee serving jury duty his regular salary provided that any money or check received from any governmental entity for jury service is signed over to the Employer.

ARTICLE XXIV – LONGEVITY

All full-time employees hired on or before December 31, 1988 shall receive the following longevity pay:

<u>Amount of Service</u>	<u>Amount of Pay</u>
Upon commencement of fifth year anniversary of employment.	\$200.00 added to annual salary.
Upon commencement of tenth year anniversary of employment.	\$200.00 additional.
Upon commencement of fifteenth year anniversary of employment.	\$200.00 additional.
Upon commencement of twentieth year anniversary of employment.	\$200.00 additional.
Upon commencement of twenty-fifth year anniversary of employment.	\$200.00 additional

Employees hired on or after January 1, 1989 shall not be entitled to receive any longevity pay.

ARTICLE XXV – SENIORITY

Section 1:

After the probationary period, seniority shall be determined upon the length of continued service with the Employer from the date of last hire. Employees hired on same date shall be listed in alphabetical order.

Section 2:

To the extent allowed by New Jersey Statutes, court decisions and reported decisions of the Public Employment Relations Commission of the State of New Jersey, the Employer agrees that the more senior of equally qualified candidates may receive the promotion. It is understood and agreed that the Employer, in its sole discretion, shall determine if two or more candidates are equally qualified.

Section 3:

The Employer shall notify all employees on lay-off, simultaneously with posting of any vacancy in the bargaining unit, to facilitate all members of the bargaining unit having the opportunity to apply for promotion. To the extent allowed by New Jersey State Statute, court decisions and reported decisions of the Public Employment Relations Commission, the parties agree that qualifications as determined at the sole discretion of the Employer, the most senior qualified employee on lay-off may be given preference, even over a more senior employee still working for the Employer at the sole discretion of the Employer. Employees on lay-off shall have five (5) calendar days from receipt of notice to indicate their interest in the vacancy by telegram, registered or certified mail, unless extended in writing by the Employer. The notice shall set forth the title of the job to be filled, anticipated hours of work and days of relief, the rate of pay, an outline of duties and the person to contact.

Section 4:

It is understood and agreed that the Employer has the exclusive right to terminate or otherwise discipline any employee who is on a temporary basis or who is within his probationary period, and in such event, said employee shall have no recourse to any of the provisions of the within Agreement nor shall have any specific recourse to the grievance procedure.

Section 5:

Seniority and the employee's rights under this Agreement shall be determined and lost for any of the following reasons:

- a. When an employee quits;
- b. When an employee is discharged for cause;

- c. When an employee is laid-off for a continuous period of 12 months;
- d. When an employee fails to return upon expiration of a leave of absence;
- e. Accepting other employment when on a leave of absence;
- f. When an employee fails to comply with reporting notice requirements following the receipt of notification of recall.

Section 6:

All lay-offs shall be in the inverse order of seniority, that is, the last person hired shall be the first person laid-off, provided however, that the senior employee has the demonstrated ability to perform the available work to the satisfaction of Chief Executive Officer or his designee without additional supervision or training.

The shop steward and the alternate shop steward, in the absence of the shop steward, shall be granted top seniority for the purpose of lay-off and recall to work provided that he has the qualifications and ability to perform the work available.

In the event of a recall, the laid-off employee shall be given notice of recall by telegram, registered or certified mail (return receipt requested) sent to the address last given by the employee to the Chief Executive Officer or his designee. It shall be the responsibility of the employee to keep the Chief Executive Officer or his designee informed of his current address and telephone number. Within five (5) calendar days after tender of the notice, the employee must notify the Chief Executive Officer or his designee by telegram, registered or certified mail (return receipt requested) of his intent to return to work and must actually report to work on the date specified in the recall notice, unless it is mutually agreed in writing that the employee need not return to work within said time. In

the event the employee fails to comply with these requirements, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

Section 7:

When a new position or a job vacancy occurs in a job classification which the Employer intends to fill, a notice of such vacancy shall be posted for five (5) work days and shall be sent to employees on lay-off. Interested employees may bid for the posted position or vacancy by submitting a personnel action form and any other information as to their qualifications within the five (5) work day posting period.

Section 8:

Seniority shall not accumulate for employees who have been permanently transferred or permanently promoted out of the bargaining unit unless they are returned to the bargaining unit within ninety (90) calendar days. The Employer shall have the right to extend this period up to an additional ninety (90) days.

Section 9:

An up-to-date seniority list is to be posted on the bulletin board at all times. The shop steward shall also be given a copy of the seniority list.

The Employer will provide the Union with an updated seniority list every three (3) months.

ARTICLE XXVI – PROBATIONARY PERIOD

An employee shall be deemed probationary during the first sixty (60) work days of his employment. During the probationary period, an employee can be discharged for any reason which need not be stated by the Employer and in such event the employee shall not have resort to any provisions of this Agreement, including but not limited to, the grievance procedure.

ARTICLE XXVII – MISCELLANEOUS

Section 1:

All new employees are required to pass a physical examination which may include alcohol and drug screening tests. Such physical examinations will be at the expense of the Employer.

Section 2:

The Union recognizes the right of the Employer to temporarily and permanently transfer employees to a job classification. An employee who is permanently transferred to a job classification, other than the one to which he is regularly assigned, shall be paid the rate for the job classification to which he is transferred. An employee who is temporarily assigned to lower a rated job classification shall continue to be paid his regular straight time hourly rate while so assigned, unless permanently transferred. An employee who is temporarily assigned by his superior to a higher rated job classification shall be paid at the rate of such job classification when so assigned for more than two (2) hours during his regularly assigned shift.

Heavy welding duties – For welding assignments of two consecutive hours or more, employees other than the lead utility mechanic will receive \$.75 upgrade per hour; provided that the lead utility mechanic will receive an additional \$.25 per hour for welding assignments of two consecutive hours or more.

Section 3:

After one year of employment, permanent employees are entitled to three (3) personal days, annually, which are non-cumulative. An employee who wishes to take a personal day must give at least two (2) days written notice to the Chief Executive Officer or his designee, except in cases of emergency, and must receive a written approval from the

Chief Executive Officer or his designee. It shall be in the sole discretion of the Chief Executive Officer or his designee whether or not to grant a personal day and the exercise of such discretion shall not be subject to the grievance/arbitration provisions of the parties' collective negotiations agreement.

Any employee who has not utilized the aforesaid personal days shall be paid for the unused days in the last pay period in December.

Section 4:

(a) The Employer shall pay up to \$100.00 per calendar year for a pair of work boots for each bargaining unit employee from a shoe store designated and authorized by the Authority. For special needs (e.g. medical reasons or odd requirements not capable of being fulfilled by the designated store) and only upon pre-approval of the Authority, an employee may obtain work boots from an alternate shoe store. To be entitled to work boots, the employee must obtain a work boot voucher from the Authority's Accounts Payable department and submit proper identification (employee identification/drivers license) to the store manager before any work boot purchase can be made.

(b) The Authority has implemented a mandatory uniform policy which will require each employee in the bargaining unit to wear an employer-provided uniform during working hours beginning at the start of their shift. The Authority will provide the uniforms, including all season uniforms and jackets and arrange for laundering of the uniforms. The uniforms shall be a cotton-polyester blend. In addition, a warmer winter jacket will be provided by the employer for all employees. Employees who are not in uniform will not be permitted to work and sent home without pay for the day. No hat will be required.

(c) The Authority purchases and provides all tools and equipment for its employees to use and to complete daily work assignments. The employees and/or work crews using these tools and equipment are responsible for returning these items at the end of their work shifts. Any and all cost for lost or stolen tools and equipment shall be deducted from the assigned employees or work crews paychecks to cover the cost for such tools and equipment, except where such tools are stolen without negligence on the part of the employee.

Section 5, Substance Abuse:

Effective January 1, 1991 the parties shall establish and effectuate a substance abuse policy, the terms and conditions of which are annexed hereto as Exhibit 1.

Section 6, Safety Committee:

A Safety Accident & Incident Review Committee shall be established. The purpose of the committee shall be to make recommendation to the Chief Executive Officer regarding safety equipment, motor vehicle accidents, work injuries, employee training and preventive measures to be taken to safeguard the Authority. The Committee shall be responsible for voting on motor vehicle accidents where progressive disciplinary action shall take place depending on the severity of the chargeable accident.

The Committee shall meet once, monthly, and shall consist of the shop steward and one (1) member of Local 641 for labor, and a management safety person and one administrator on behalf of management. If and when a disciplinary decision cannot be agreed upon by the committee, the Chief Executive Officer shall impartially review and make the final decision with the committee present.

ARTICLE XXVIII- COMMERCIAL DRIVERS
LICENSE REQUIREMENTS

The Authority shall require a Commercial Drivers License ("CDL"), effective as of the execution of the Memorandum of Agreement, for all current and new hires in classifications beginning at the level of equipment operator up through the highest paid classification.

Those employees already in those classifications (equipment operator up through the highest paid classification) at the date of this Agreement that do not have their permit or CDL shall be allowed a sixty (60) working day amnesty period to obtain their certified permit to begin training for their CDL road test. Should the employee fail to receive their certified permit within this amnesty period they will be demoted at the conclusion of the sixty (60) working days amnesty period to a lower position if available.

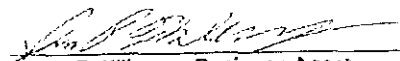
ARTICLE XXIX- FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both at the time they negotiated or signed this Agreement.

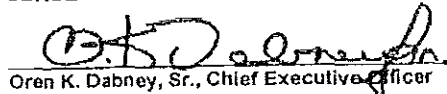
ARTICLE XXX – DURATION

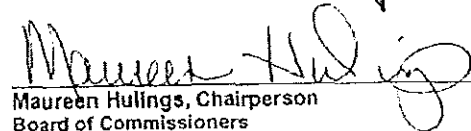
Except if expressly noted to the contrary, this Agreement shall result in two collective negotiations agreements. The first is to be in full force in effect as of July 1, 2010, through December 31, 2013 (with the exception that there shall be no retroactivity for the period July 1, 2010, through December 31, 2010) and is only to contain changes to employee wages, including retroactivity. The second is to be in full force and effect as of January 1, 2014, through December 31, 2016. If either party wishes to reopen for the negotiation of a successor Agreement, written notice to that effect must be given to the other party no sooner than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the expiration of this agreement.

LOCAL 641, IBT


James P. Kilkenny, Business Agent

JERSEY CITY INCINERATOR AUTHORITY


Oren K. Dabney, Sr., Chief Executive Officer


Maureen Hulings, Chairperson
Board of Commissioners

SCHEDULE - A
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2011 SALARY SCALE

H.E.O /Lowboy/ Bulldozer	50241.00 966.17 24.15		
H.E.O	44694.00 859.50 21.48	46857.00 901.09 22.52	49201.00 946.17 23.65
Lead Mechanic	50241.00 966.17 24.15		
Mechanic	44694.00 859.50 21.48	46857.00 901.09 22.52	49201.00 946.17 23.65
Welder	44694.00 859.50 21.48	46857.00 901.09 22.52	49201.00 946.17 23.65
Lead Utility Mechanic	50241.00 966.17 24.15		
Utility Mechanic	44694.00 859.50 21.48	46857.00 901.09 22.52	49201.00 946.17 23.65
Sweeper Operator	41643.00 800.82 20.02	44528.00 856.30 21.40	47413.00 911.78 22.79
Equip. Oper./ Trailer	44288.00 851.69 21.29		

SCHEDULE - A
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2011 SALARY SCALE

Equipment Operator	37296.00 717.23 17.93	40364.00 776.23 19.40	43248.00 831.69 20.79
Maintenance	37296.00 717.23 17.93	40364.00 776.23 19.40	43248.00 831.69 20.79
Demo Laborer	38159.00 733.82 18.34		
Laborer	33433.00 623.71 15.59	34775.00 668.75 16.71	37119.00 713.82 17.84
Lead Yard Attendant	39117.00 752.25 18.80		
Yard Attendant	34883.00 670.82 16.77	36488.00 701.53 17.53	38077.00 732.25 18.30

SCHEDULE - B
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2012 SALARY SCALE

H.E.O /Lowboy/ Bulldozer	51281.00 986.17 24.65		
H.E.O	45734.00 879.50 21.98	47897.00 921.09 23.02	50241.00 966.17 24.15
Lead Mechanic	51281.00 986.17 24.65		
Mechanic	45734.00 879.50 21.98	47897.00 921.09 23.02	50241.00 966.17 24.15
Welder	45734.00 879.50 21.98	47897.00 921.09 23.02	50241.00 966.17 24.15
Lead Utility Mechanic	51281.00 986.17 24.65		
Utility Mechanic	45734.00 879.50 21.98	47897.00 921.09 23.02	50241.00 966.17 24.15
Sweeper Operator	42683.00 820.82 20.52	45568.00 876.30 21.90	48453.00 931.78 23.29
Equip. Oper./ Trailer	45328.00 871.69 21.79		

SCHEDULE - B
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2012 SALARY SCALE

Equipment Operator	38336.00 737.23 18.43	41404.00 796.23 19.90	44288.00 851.69 21.29
Maintenance	383364.00 737.23 18.43	41404.00 796.23 19.90	44288.00 851.69 21.29
Demo Laborer	39199.00 753.82 18.84		
Laborer	33473.00 643.71 16.09	35815.00 688.75 17.21	38159.00 733.82 18.34
Lead Yard Attendant	40157.00 772.25 19.30		
Yard Attendant	35923.00 690.82 17.27	37528.00 721.69 18.04	39117.00 752.25 18.80

SCHEDULE - C
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2013 SALARY SCALE

H.E.O /Lowboy/ Bulldozer	52321.00 1006.17 25.15		
H.E.O	46774.00 899.50 22.48	48937.00 941.09 23.52	51281.00 986.17 24.65
Lead Mechanic	52321.00 1006.17 25.15		
Mechanic	46774.00 899.50 22.45	48937.00 941.09 23.52	51281.00 986.17 24.65
Welder	46774.00 899.50 22.45	48937.00 941.09 23.52	51281.00 986.17 24.65
Lead Utility Mechanic	52321.00 1006.17 25.15		
Utility Mechanic	46774.00 899.50 22.48	48937.00 941.09 23.52	51281.00 986.17 24.65
Sweeper Operator	43723.00 840.82 21.02	46608.00 896.30 22.40	49493.00 951.78 23.79
Equip. Oper./ Trailer	46368.00 891.69 22.29		

SCHEDULE - C
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2013 SALARY SCALE

Equipment	39376.00	42444.00	45328.00
Operator	757.23	816.23	871.69
	18.93	20.40	21.79
Maintenance	39376.00	42444.00	45328.00
	757.23	816.23	871.69
	18.93	20.40	21.79
Demo Laborer	40239.00		
	773.82		
	19.34		
Laborer	34513.00	36855.00	39199.00
	663.71	708.75	753.82
	16.59	17.71	18.84
Lead Yard	40197.00		
Attendant	792.25		
	19.80		
Yard Attendant	36963.00	38568.00	40157.00
	710.82	741.69	772.25
	17.77	18.54	19.30

SCHEDULE - D
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2014 SALARY SCALE

H.E.O /Lowboy/ Bulldozer	53360.00 1026.15 25.65		
H.E.O	47814.00 919.50 22.98	49977.00 961.09 24.02	52321.00 1006.17 25.15
Lead Mechanic	53360.00 1026.15 25.65		
Mechanic	47814.00 919.50 22.98	49977.00 961.09 24.02	52321.00 1006.17 25.15
Welder	47814.00 919.50 22.98	49977.00 961.09 24.02	52321.00 1006.17 25.15
Lead Utility Mechanic	53360.00 1026.17 25.65		
Utility Mechanic	47814.00 919.50 22.98	49977.00 961.09 24.02	52321.00 1006.17 25.15
Sweeper Operator	44763.00 860.82 21.52	47648.00 916.30 22.90	50533.00 971.78 24.29
Equip. Oper./ Trailer	47408.00 911.69 22.79		

SCHEDULE - D
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2014 SALARY SCALE

Equipment	40416.00	43484.00	46368.00
Operator	777.23	836.23	891.69
	19.43	20.90	22.29
Maintenance	40416.00	43484.00	46368.00
	777.23	836.23	891.69
	19.43	20.90	22.29
Demo Laborer	41279.00		
	793.82		
	19.84		
Laborer	35553.00	37895.00	40239.00
	683.71	728.75	773.82
	17.09	18.21	19.34
Lead Yard	41237.00		
Attendant	793.01		
	19.82		
Yard Attendant	38003.00	39608.00	41197.00
	730.82	761.69	792.25
	18.27	19.04	19.80

SCHEDULE - E
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2015 SALARY SCALE

H.E.O /Lowboy/ Bulldozer	54400.00 1046.15 26.15		
H.E.O	48854.00 939.50 23.48	51017.00 981.09 24.52	53360.00 1026.15 25.65
Lead Mechanic	54400.00 1046.15 26.15		
Mechanic	48854.00 939.50 23.48	51017.00 981.09 24.52	53360.00 1026.15 25.65
Welder	48854.00 939.50 23.48	51017.00 981.09 24.52	53360.00 1026.15 25.65
Lead Utility Mechanic	54400.00 1046.15 26.15		
Utility Mechanic	48854.00 939.50 23.48	51017.00 981.09 24.52	53360.00 1026.15 25.65
Sweeper Operator	45803.00 880.82 22.02	48688.00 936.30 23.40	51573.00 991.78 24.79
Equip. Oper./ Trailer	48448.00 931.69 23.29		

SCHEDULE - E
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2015 SALARY SCALE

Equipment Operator	41456.00 797.23 19.93	44524.00 856.23 21.40	47408.00 911.69 22.79
Maintenance	41456.00 797.23 19.93	44524.00 856.23 21.40	47408.00 911.69 22.79
Demo Laborer	42319.00 813.82 20.34		
Laborer	36593.00 703.71 17.59	38935.00 748.75 18.71	41279.00 793.82 19.84
Lead Yard Attendant	42277.00 813.01 20.32		
Yard Attendant	39043.00 750.82 18.77	40648.00 781.69 19.54	42237.00 812.25 20.30

SCHEDULE - F
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2016 SALARY SCALE

H.E.O /Lowboy/ Bulldozer	55440.00 1066.15 26.65		
H.E.O	49894.00 959.50 23.98	52057.00 1001.09 25.02	54400.00 1046.15 26.15
Lead Mechanic	55440.00 1066.15 26.65		
Mechanic	49894.00 959.50 23.98	52057.00 1001.09 25.02	54400.00 1046.15 26.15
Welder	49894.00 959.50 23.98	52057.00 1001.09 25.02	54400.00 1046.15 26.15
Lead Utility Mechanic	55440.00 1066.15 26.65		
Utility Mechanic	49894.00 959.50 23.98	52057.00 1001.09 25.02	54400.00 1046.15 26.15
Sweeper Operator	46843.00 900.82 22.52	49728.00 956.30 23.90	52613.00 1011.78 25.29
Equip. Oper./ Trailer	49488.00 951.69 23.79		

SCHEDULE - F
THE JERSEY CITY INCINERATOR AUTHORITY
UNION PERSONNEL
JANUARY 1, 2016 SALARY SCALE

Equipment	42496.00	45564.00	48448.00
Operator	817.23	876.23	931.69
	20.43	21.90	23.29
Maintenance	42496.00	45564.00	48448.00
	817.23	876.23	931.69
	20.43	21.90	23.29
Demo Laborer	43359.00		
	833.82		
	20.84		
Laborer	37633.00	39975.00	42319.00
	723.71	768.75	813.82
	18.09	19.21	20.34
Lead Yard	43317.00		
Attendant	833.01		
	20.82		
Yard Attendant	40083.00	41688.00	43277.00
	770.82	801.69	832.25
	19.27	20.04	20.80

EXHIBIT 1

SUBSTANCE ABUSE POLICY OF JERSEY CITY INCINERATOR AUTHORITY

Policy

It is the policy of the Jersey City Incinerator Authority to implement appropriate measures to assure that drug and/or alcohol use or abuse by employees does not jeopardize the safety, health, productivity or welfare of its employees or the public at large. To this end, alcohol/drug screening tests will be conducted where appropriate.

Job applicants for safety sensitive positions will be required to submit to urinalysis/drug screening examination.

The Authority shall have the right to implement random drug testing for all employees in the Equipment Operator classification up through the highest classification in the shop. Selection for random testing shall be consistent with the DOT guidelines and testing shall be conducted in accordance with the Authority's policy. This is being implemented in the interests of the safety of both the public and JCIA employees who are required to drive JCIA vehicles as part of their employment, regardless of whether those vehicles require a CDL to operate.

Employees of the Authority shall be required to submit to alcohol/drug screening where there is reasonable suspicion to believe that an employee is under the influence of an alcoholic beverage or is using an illegal drug.

Employees involved in a chargeable accident shall be required to submit to post-accident alcohol/drug screening to determine if the employee is under the influence of an alcoholic beverage or is using an illegal drug.

Any employee admitting to being under the influence of alcohol or illegal drugs after a chargeable accident (even prior to being tested) and/or positive drug and alcohol screening results shall subject that employee to immediate termination from the Authority.

Any employee who has undergone rehabilitation for substance abuse will sign a document authorizing unannounced, random testing as a condition of returning to work and remaining an employee of the Authority.

Definitions

The following definitions are provided for the terms used in this policy.

1. Abuscreen RIA-Radio Immunoassay: An initial drug screen used to detect the presence of drugs.
2. Applicants: Any person who has entered into the employment process for a safety sensitive position and any person who is in the process of being rehired for a safety sensitive position.

3. Contractor: The agency designated by the Authority to conduct blood tests and/or blood screen tests for the purpose of detecting alcohol impairment or illegal drugs. No agency may be used which does not possess a valid New Jersey State Department of Health Clinical Laboratory License with authorized toxicology specialty. A copy of said license shall be provided to the Union prior to the commencement of testing.
4. Blood Test: The taking of a blood sample from the employee under approved conditions and procedures to detect the percentage of blood alcohol by weight in the blood of an employee.
5. Drug Test: A urinalysis test administered under approved conditions and procedures to detect the presence of drugs.
6. GC/MC – Gas Chromatography/Mass Spectrometry: A confirmatory test to confirm the presence of drugs. It shall always be used to confirm an initial positive drug screen.
7. Positive Test Result: A positive result obtained from the completion of a blood test or a GC/MS confirmatory test, as the case may be.
8. Reasonable Suspicion: An apparent state of facts or circumstances that would induce a reasonably intelligent individual to believe that a specific condition, in this case the use of drugs or being under the influence of an alcoholic beverage, may exist.
9. Post Accident Testing: A safety sensitive and precautionary measure undertaken by the Authority to safeguard the general public and co-workers when employees are involved in a chargeable accident to determine if alcohol or illegal drugs were a contributing factor for the vehicular accident.

General Rules

1. Employees shall not possess any alcoholic beverage on Authority premises nor consume any alcoholic beverage during the workday including the lunch period.
2. Employees shall not possess or use any controlled dangerous substance or any illegal drug while on duty or off duty, unless properly prescribed by a licensed physician or dentist.
3. With the Exclusion of Post Accident testing, in the event an employee, prior to being tested by either random or reasonable suspicion/probable cause testing, does or does not officially admit to using a controlled substance or to being under the influence of an alcoholic beverage, shall be afforded the options as outlined in the section entitled "Employee Options" on page 61 of the Collective Negotiations Agreement Handbook. This provision shall apply only once during an employee's employment with the Authority.

Employees Affected

1. All applicants for safety sensitive positions shall be tested for drug use as part of their pre-employment screening process.

The refusal or failure of any applicant to submit a urine sample for testing, when requested to do so, shall be the basis for rejection of the applicant for such safety sensitive positions.

A positive test result for the presence of any controlled drug or substance, illegal drug or substance or any prescription or non-prescription drug not listed on the drug screening medication information form shall be the basis for rejecting the applicant for such position.

2. Permanently appointed employees shall be tested for alcohol impairment or for drug use when there is a reasonable suspicion to believe that the employee is under the influence of an alcoholic beverage or is using illegal drugs, and then only with permission of the Chief Executive Officer of the Authority or his designee.

The following characteristics and/or factors may be used to form or establish reasonable suspicion as defined herein:

- (a) Physical impairment or incapacitation.
- (b) Involvement in an authority "accident or incident" where there is reasonable suspicion that drugs or alcohol may have been a contributing factor. Accident shall be defined as an unfortunate and unintentional activity resulting in damage or injury (i.e. bodily injury, tools, vehicles, equipment and/or property damage negligence, etc.). Incident shall be defined as an individual occurrence or event that occurs casually in connection with something else (i.e. employee bodily injury, carelessness, improper usage of equipment/tools, etc.).
- (c) Uncharacteristic behavior patterns.

The refusal by an employee to submit to a blood or urinalysis test when so ordered, based on reasonable suspicion, shall be the basis for immediate suspension, without pay, pending disciplinary action which may result in the employee's termination from the Authority.

Any employee who produces a positive test result indicating intoxication as a result of an alcoholic beverage or the presence of any illegal drug or substance, any narcotic drug or substance or unexplained prescription drug or substance, may be the basis for the immediate suspension, without pay, of the affected employee.

Laboratory Procedures – Alcohol

1. An employee suspected of being under the influence of an alcoholic beverage shall submit to a blood test at the request of the Authority for the purpose of chemical analysis to determine the percentage by weight of alcohol in the employee's blood.
2. The blood sample and test will be performed by the agency contracted by the Authority.
3. An employee with a blood alcoholic concentration of 0.10% or more by weight of alcohol shall be deemed to be under the influence of an alcoholic beverage.

A blood alcohol concentration of 0.5% but less by weight of alcohol in the blood shall be presumptive that the employee is not under the influence of an alcoholic beverage.

A blood alcohol concentration in excess of 0.05% but less than 0.10% by weight of alcohol in the blood shall not give rise to any presumption that the employee was or was not under the influence of an alcoholic beverage but such fact may be under the influence of an alcoholic beverage.

Specimen Acquisition Procedure

The following are guidelines for the collection of a blood sample:

- (a) Accepted medical procedure will be followed and the sample will be processed in accordance with accepted chain of evidence procedures. Through the acquisition process, the identity of the employee shall be preserved through the use of the employee's social security number in lieu of the person's name.
- (b) The contractor shall be responsible for the chain of custody of the sample and for all necessary transportation of the sample to any designated testing facility.
- (c) In the case of a permanently appointed employee, at the time that the blood sample is provided, the employee may request that a second sample be taken for storage and possible future challenge. The second sample shall be provided at the same time the first sample is taken and the same security and chain of custody procedure used in regard to the first sample will be used with the second. The secured second sample will be properly stored and maintained by the contractor until the need for same no longer exists, at which time it will be destroyed upon the request of the Chief Executive Officer of the Authority with permission of the involved employee.
- (d) Specimen Results

The contractor shall communicate all laboratory analysis results to the Chief Executive Officer of the Authority via certified copy of the final results in an appropriate mailer or envelope marked "confidential." The final results will be reviewed by the Chief Executive Officer of the Authority. The employee shall be notified of the receipt of the final results by the Chief Executive Officer of the Authority or his designee.

Final laboratory reports may be reviewed by the employee who contributed that specific sample if the employee submits a request in writing to the Chief Executive Officer within five (5) working days of notification of receipt of the final results. An employee shall receive a copy of the results which shall be initialed and the original test results shall be placed in the employee's personnel file maintained by the Authority. Where a secondary blood sample was taken and the primary sample test proves negative, the secondary sample will be discarded at the direction of the Chief Executive Officer of the Authority.

Whenever any sample results in a final laboratory test which shows a blood alcohol concentration of 0.05% or above:

1. The employee shall be notified as soon as possible thereafter in writing, advising the employee of the results of the test and the options available to the employee pursuant to the "Options" section of this policy.
2. An employee who provided a secondary blood sample may challenge the results of any final lab test showing a blood alcohol concentration of 0.05% or more by making written application to the Chief Executive Officer within two (2) working days after being notified of the test results. An employee who challenges the test result shall make arrangements for the testing of the laboratory test. All cost incurred shall be borne by the employee concerned unless the second sample shall prove negative, in which event the Authority shall bear the cost incurred.
3. Any scheduled disciplinary proceedings shall be postponed until the results of the blood alcohol test are received by the Chief Executive Officer of the Authority. In the event the second sample proves negative, disciplinary proceedings shall be terminated and the results of the first test shall be expunged from the employee's file.
4. Unless the employee conforms to the procedure as outlined in this section, the secondary test results will not be accepted by the Authority.

Laboratory Procedures - Drugs

1. The agency contracted by the Authority to conduct urinalysis/drug screening will provide the Authority with proof that the method used to perform the analysis for the presence of drugs will be:
 - (a) Initial screening by Abuscreen RIA method.
 - (b) Verification of all initial screen positive test.

(c) Confirmation analysis by CG/MS.

The following is a schedule of drugs that will be determined by the testing procedure and the established levels that will be considered positive readings:

<u>Drug/Drug Metabolite</u>	<u>RBL Screening Cut-Off (Ng/ml) Abuscreen EMIT</u>	<u>GC/MS Confirmation Cut-Off (ng/ml)</u>
Delta-THC-9 Carboxylic Acid (Marijuana)	50/50	10
Benzoyllecgonine (Cocaine)	300/300	200
Morphine (Opiates)	300/300	100
Amphetamine	1,000/300	500
Barbiturates	200/300	200
Benzodiazepines	300/300	300
Phencyclidine (PCP)	25/75	20
Methaqualone	750/300	750

2. The above schedule of drugs shall not be considered exclusive. It may be expanded to include other controlled dangerous substances or illegal drugs if, in the opinion of the Chief Executive Officer of the Authority, it is necessary to do so. If the schedule of drugs is expanded by the addition of any other illegal or controlled dangerous substance, then the schedule will also define the established level that will be considered a positive reading for the additional substance. Expansion of the schedule shall be subject to mutual agreement between the Authority and the Union.

3. Specimen Acquisition Procedures

The Chief Executive Officer of the Authority will arrange for obtaining a urine sample for the purpose of urinalysis/drug screening.

The following are guidelines for collection specimens:

(a) Prior to the submission of a urine sample, the employee shall complete a drug screening information form providing all the information requested on the form.

(b) The official monitor shall be responsible for insuring that all required forms

for the specimen acquisition have been accurately and thoroughly completed.

Prior to the submission of the urine sample, the official monitor and the

(c) employee shall inspect the specimen bottle to insure that the specimen bottle has not been tampered with. If there is any doubt in this regard, the specimen bottle shall be replaced by the official monitor.

(d) Urine samples will be processed in accordance with the accepted chain of evidence procedures. Throughout the acquisition process, the identity of the employee shall be preserved through the use of the social security number in lieu of the person's name on all forms submitted to the laboratory with the urine sample.

(e) The employer shall complete all information requested on the specimen bottle label and on the laboratory chain of custody form.

(f) After the official monitor has inspected the information for accuracy, the employee shall void at least 50 milliliters of urine into the specimen bottle.

(g) The employee shall void the urine sample in the presence of the official monitor in a recognized test room at the Authority.

(h) After collection, the employee shall make sure the lid is tight.

(i) The official monitor shall then seal the bottle with "confidentiality" tape in the presence of the person giving the sample. The tape shall be applied across the top of the bottle and down the side so as not to obscure the label.

(j) The employee will then initial the tape once it is in place.

(k) The official monitor will mark the appropriate box on the chain of custody form and sign in the space provided, attesting that the proper procedure was observed in the collection and the sealing of the sample.

(l) The sealed specimen bottle and the original of the request form will be placed in the chain of custody bag and bag sealed.

(m) The second copy of the form will then be folded and placed on the outside pocket of the bag.

Samples may only be taken at a recognized rest room within the Authority or at the testing contractor's place of business. If the sample is to be obtained at the testing contractor's place of business, the employee shall be escorted to that location by a person designated by the Chief Executive Officer or his designee.

The only person who will be in attendance during the sampling process shall be a monitor who is of the same sex as the employee/applicant contributing the sample and,

if necessary, another person designated by the Chief Executive Officer who shall also be of the same sex of the employee/applicant contributing the sample.

The contractor shall be responsible for the chain of custody of the sample and for all necessary transportation of the sample to the designated testing facility.

In the event that an original sample is in any way contaminated or proves to be of insufficient quantity for complete testing, the employee shall be required to provide another sample.

In the case of permanently appointed employees, the employee may request that a second sample be taken at the time the urine sample is provided for storage and possible future challenge. The second sample shall be provided at the same time the first sample is taken. The same security and chain of custody procedures used on the first sample will be used on the second. The secured second sample will be stored in a secured refrigerated area with access only by the Chief Executive Officer or his designee.

4. Specimen Results

The contractor shall communicate all laboratory analysis results to the Chief Executive Officer of the Authority via certified copy of the final results in an appropriate mailer or envelope marked "confidential." The final results will be reviewed by the Chief Executive Officer of the Authority. The employee shall be notified of the final test results by the Chief Executive Officer or his designee.

A final laboratory report indicating a negative result of the urinalysis/drug screening may be reviewed by the employee who contributed the specific sample if the employee submits a request in writing to the Chief Executive Officer within five (5) working days of notification of receipt of the final result by the Chief Executive Officer. An employee shall receive a copy of the test result which shall be initialed and the original test result shall be placed in his personnel file maintained by the Authority.

The secondary urine sample (if any) will be discarded where the primary test proves negative.

Whenever any sample results in a final laboratory test which is positive for the presence of any illegal or controlled dangerous substance included on the schedule or drugs, the employee shall be notified as soon as practical in person by the Chief Executive Officer of the Authority (or his designee) and as soon as possible thereafter in writing advising the employee of the results of the test and the options available to the employee under this policy.

The employee will have an opportunity to state to the Chief Executive Officer if there are any medical reasons why certain drugs were found in his/her system. Medical proof which an employee desires to submit shall be in the form designated by the Chief Executive Officer of the Authority.

Instances of positively confirmed illegal substances in the specimen may be discussed with the physician or the Authority.

5. Employee Challenge

An employee who provided a secondary urine sample may challenge the result of a final positive test by making written application to the Chief Executive Officer within two (2) working days after being notified of the positive test result. An employee who challenges the test result shall make arrangement for the testing of the secondary urine sample by the GC/MS method of screening and confirmation with the Authority's contractor. The employee shall accompany or provide an agent to accompany a person designated by the Chief Executive Officer, along with the secondary urine specimen, to the testing firm contracting by the Authority. All cost incurred shall be borne by the employee concerned unless the second sample shall prove negative, in which even the Authority shall bear the cost. The contractor shall provide a certified copy of the test result directly to the Chief Executive Officer of the Authority.

Any scheduled disciplinary proceedings shall be postponed until the results of the urinalysis/drug screening performed by the testing firm are received by the Chief Executive Officer of the Authority. In the event the second sample provides negative, disciplinary proceedings shall be terminated and the result of the positive test shall be expunged from the employee's file.

Unless the employee conforms to the procedures as outlined in this section, the secondary test result will not be accepted by the Authority.

Employee Options

Options available prior to termination:

1. Enrollment of the employee in an alcohol or drug rehabilitation program.
2. Signing a waiver that a return to the use of alcohol or drugs will result in termination of employment.
3. Mandatory periodic testing of the employee after return to duty after completion of a rehabilitation program.
4. The failure to enroll or to complete any required rehabilitation program will result in termination from the Authority.

EXHIBIT 2 -- WORK RULES

It is the policy of the Jersey City Incinerator Authority ("Authority") to protect the well-being and rights of all its employees to assure a safe, positive and productive work environment. To this end, the following rules have been promulgated based on principals of safety, mutual respect and sound economic operation. Employees are expected to know and follow these rules. Failure to comply with these rules will subject an employee to disciplinary action which may include a verbal warning, a written warning, a suspension or a discharge. The type of discipline imposed by the Authority will depend on the severity of the violation and the past work record of the employee.

The Authority will endeavor to follow a system of progressive discipline, again depending on the severity of the violation and past work record of the employee. Accordingly, unacceptable conduct has been divided into two categories: minor and major.

Minor offenses include these types of behavior less severe in nature but which require correction. Discipline for a minor offense will subject an employee to progressive discipline.

Major offenses include acts and behavior of such a serious nature that a first occurrence should normally warrant suspension or discharge.

Discipline of employees who are covered by a collective negotiations agreement is subject to the provisions of the labor agreement.

The Authority reserves the right to make any change, amendment, alteration and/or deletion of work rules as may be required by operational needs or other circumstances. Notification will be given when any such change is put into effect.

MINOR OFFENSES:

Violation of the following rules will subject an employee to progressive discipline. These rules are not intended to be an exhaustive list but illustrative of the type of conduct that will result in progressive discipline.

1. Unsatisfactory attendance or excessive tardiness.
2. Failure to promptly notify the Authority that you will be late or absent.
3. Failure to scan in and out; In addition, no employee shall punch another employees time card in or out nor shall an employee mark or alter any time card whenever time cards are in use (where applicable).
4. Failure to wear uniforms (where applicable); failure to wear appropriate work attire.
5. Failure to wear safety equipment, such as safety shoes and safety glasses.

6. Failure to immediately report to the Chief Executive Officer an injury and/or accident occurring during the course of employment.
7. Failure to immediately report to the Chief Executive Officer all accidents or damage to vehicles or equipment, regardless of how minor.
8. Unauthorized use of Authority telephones.
9. Unauthorized use of the Authority's property, vehicles or equipment.
10. Neglect or damage to the Authority's property, vehicles or equipment.
11. Abuse of Authority time, such as loafing in restrooms during work time, leaving an assigned work area without permission or sleeping on the job.
12. Gambling on the Authority's property or during work.
13. Soliciting of any kind during work hours without permission of the Chief Executive Officer.
14. Creating or contributing to unsanitary conditions.
15. Using abusive or profane language to co-workers or the public.
16. Failure to work required overtime hours when requested to do so.
17. Being unavailable for work because of incarceration.
18. Smoking in unauthorized areas.
19. Engaging in "horseplay".
20. Discrimination because of race, color, creed, national origin, age, marital status or sex, such as making demeaning racial remarks to or about co-workers.
21. Committing careless mistakes.
22. Failure to report to work without proper notification.

Progressive discipline for the foregoing offenses:

First Offense: Verbal and/or written warning.

Second Offense: Written warning and/or suspension.

Third Offense: Suspension and/or discharge.

Written warnings will be given to the employee and a copy will be placed in the employee's personnel file. In addition, a copy of the warning will be sent to the shop steward and union if the employee is a member of a recognized bargaining unit.

Written warnings shall be cumulative and may result in suspension or discharge regardless of the nature of minor offenses.

The Chief Executive Officer may disregard the system of progressive discipline in cases of a serious nature, giving due regard to the employee's past work record.

Warning letters for offenses deemed minor infractions shall be removed from an employee's personnel file after a period of 18 months, provided the employee has received no additional warnings or other disciplinary measures of a similar nature within that 18 month period.

MAJOR OFFENSES:

The violation of the following rules may result in immediate suspension or discharge. These rules are not meant to be exclusive but are intended to be illustrative of the kind of prohibitive conduct.

1. Failure to maintain a valid New Jersey drivers license by those employees whose job duties entail driving; failure to immediately notify the Chief Executive Officer when such an employee's driving privileges have been suspended or revoked.
2. Theft or vandalism.
3. Reporting for work or being on duty under the influence of alcohol or drugs.
4. Possession or consumption of any alcoholic beverage or drugs (unless lawfully prescribed by a physician) on Authority property or during work hours, including any lunch, meal or break period.
5. Fighting and/or committing an act of violence against a co-worker.
6. Possession or use of any dangerous weapon on Authority property or during working hours.
7. Gross negligence and/or carelessness in the performance of work duties.
8. Gross insubordination, including the refusal to obey a lawful instruction or using insulting, violent, abusive or threatening language to a supervisor.
9. Dishonesty, such as falsifying any records (e.g., employment applications, vouchers, reports, insurance claims, time records or other official Authority documents) or giving false statements (verbal or written).

10. Accepting any gratuity or other form of financial gain from any person during the performance of or in connection with the performance of work duties and responsibilities on behalf of the Authority.
11. Entering a plea of guilty or being convicted of a crime or offense which is cause for forfeiture of employment under state statute (N.J.S.A. 2C:51-2).

Motor vehicle accidents and offenses deemed major infractions under the contract shall remain a permanent record in the employee's personnel file.

An employee may be suspended immediately where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services. In such cases, an employee shall be informed of the reason for such suspension as soon as possible and shall be given a reasonable opportunity to respond to those reasons. A written notice confirming the cause and nature of the suspension shall be provided to the employee (and the union if the employee is a member of a recognized bargaining unit) either before or promptly following such action.

An employee may also be suspended when formally charged with a crime of the first, second or third degree or a crime of the fourth degree on the job or directly related to the job. A written notice setting forth the reason for the suspension shall be promptly given to the employee (and the union if the employee is a member of a recognized bargaining unit). The employee shall be given a reasonable opportunity to respond, which shall be limited to the issue of whether the public interest would be best served by suspending the employee until disposition of the criminal complaint or indictment. Should the Authority determine that the employee shall be suspended the suspension shall be for the period pending disposition of the criminal complaint or indictment.