

# **AGREEMENT**

## **GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND LOCAL 1-149 PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND ENERGY WORKERS INTERNATIONAL UNION**

**THIS AGREEMENT is effective the first day of January 2004**, by and between the Gloucester County Improvement Authority, hereinafter referred to as the “Authority” and Local 1-149 Paper, Allied-Industrial, Chemical and Energy Workers International Union, hereinafter referred to as the “Union”.

### **WITNESSETH:**

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

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

### **ARTICLE 1**

#### **UNION RECOGNITION**

The Gloucester County Improvement Authority recognizes Local 1-149 of the Paper, Allied-Industrial, Chemical and Energy Workers International Union as the exclusive representative for the purposes of negotiations as defined in Chapter 123 New Jersey Public Law of 1974 for the full-time, hourly employees, including a Lead Operator, Operators, a Lead Mechanic, Mechanics and Laborers employed by the Gloucester County Improvement Authority.

**ARTICLE 1 (CONT'D)**

Excluded from this unit are all office, clerical, professional employees, guards, enforcement officers and supervisors.

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

## ARTICLE 2

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

The management of the Authority retains, subject only to such limitations as are specifically provided in this contract, the exclusive right to manage the Authority and to make any decisions affecting the Authority. This right includes the location of operations, types of equipment to be used or materials purchased or sold. It also includes what activities shall be performed and any additions, modifications or eliminations to said activities. Management has the right to hire, to determine the number of employees in any particular job category or the Authority as a whole to change, add or eliminate job classifications, job content and qualifications. Establishment and scheduling of working hours, wage rates, overtime schedules, performance levels and work pace, and standard of safety are also part of Management rights. Management retains the right to discipline, suspend and/or discharge for just cause, transfer cross-train, lay-off, or promote employees of the Authority. The rights mentioned above are not all-inclusive but serve to indicate the types of matters within the jurisdiction of Management and shall not be construed to exclude other Management rights not specifically named herein.

Additionally, Management specifically reserves the right to conduct negotiations, prior to the expiration of this Agreement, to address the enactment of and compliance with any new laws and/or operational requirements resulting from the *C. & A. Carbone v. Town of Clarkstown (US Supreme Court case)* decision. These negotiations will be limited only to those issues resulting from an enactment of the new laws and/or operational requirements.

### **ARTICLE 3**

#### **UNION SECURITY**

- A.** The Authority, for each of its employees in the bargaining unit who individually, in writing, authorized the Authority to do so, will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for such employee's membership in the union.
- B.** Subject to applicable law, any such authorization shall be revocable by the individual employee by individual notice in writing mailed by registered letter to the Authority and the Union postmarked not earlier than five (5) days prior to the termination date of this Agreement, whichever is sooner.
- C.** Individual authorization executed after the effective date of this Agreement shall be signed cards in the form set forth below, executed by the employee and transmitted to the Authority.
- D.** All present employees included in the bargaining unit who are not dues paying members of the Union shall be assessed eighty-five percent (85%) of the monthly dues deduction paid by Union members in accordance with the laws of the State of New Jersey, provided they have completed their initial probationary period.

**ARTICLE 4**  
**DUES CHECKOFF**

The Union will furnish the Authority a written statement of the dues and initiation fees to be deducted.

The Authority agrees that it will deduct the Union dues and initiation fees from the pay of each employee who has furnished the Authority with written authorization to do so, and transmit the same with a list of such employees to the Secretary/Treasurer of the Union within two (2) weeks after such deductions are made.

The Union agrees to furnish written authorization, in accordance with the Statute (R.S. 52:14-15.9e) from each employee authorizing these deductions.

The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Authority or any of its officers and employees shall not be liable for any delay in carrying out such deductions and upon forwarding a check in payment of such deductions by mail to the Union's last known address, the Authority, its officers and employees shall be released from all liability to the employee-assignors and to the Union under such assignments.

## **ARTICLE 5**

### **PLANT VISITATION**

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

## ARTICLE 6

### UNION REPRESENTATION

- A. Upon proper notice, the Authority shall not unreasonably deny the Union the right to have one employee to absent himself from his employment to attend to out of plant union meetings or conventions. The employees shall not receive any salary during this period of absence, nor shall the Authority be responsible for any expenses related to registration at the convention or for expenses of the employee incidental thereto.
  
- B. Upon prior notification to his supervisor, the steward shall have the privilege of leaving his worksite for a reasonable period of time during working hours without loss of pay. Such periods of time devoted to union business must take place on premises and the frequency and extent of the time extended must be reasonable and devoted solely to the proper handling of legitimate union business.
  
- C. The Union shall reimburse the Authority for any long distance telephone charges incurred by the Authority as a result of union business calls made by the steward.

## ARTICLE 7

### HOURS OF WORK

- A. **Overtime.** All time worked in excess of forty (40) hours in a given week shall be compensated through overtime pay at a rate of one and one half (1 ½) times the hourly salary of the employee. All work performed on Sundays will be compensated through a rate of double times (2) the hourly salary of the employee. The procedures for payment of overtime will be in accordance with *Section 404.1: PROCEDURES of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual*, which Section is as follows (Sections have been renumbered to reflect the ARTICLE number of this Agreement):

#### **7.1 PROCEDURES:**

- (a) *Overtime will be kept to a minimum and must be authorized, in advance, by the Supervisor in completing an Overtime/Comp Time Approval form. The form should be copied to the Executive Director.*
- (b) *All non-exempt employees shall be eligible for overtime compensation.*
- (c) *Any non-exempt employee may agree to accept compensatory time off in lieu of paid overtime. Such a request should be executed by completing a “Waiver of Overtime Monetary Payment” form available from the payroll administrator. (See Section 405: Compensatory Time)*
- (d) *All time worked in excess of forty (40) hours in a given work week shall be compensated through overtime pay at a rate of one and one half (1 ½) times the hourly equivalent of their annual salaries.*

- (e) *Compensation for overtime and benefits will be paid on the first pay date following receipt of the time records.*
- (f) *A Department Head or Supervisor who anticipates the need for considerable overtime should give employees advance notice of required overtime work pending.*
- (g) *For emergency situations where short notice is given, employees will be expected to work overtime. Refusal to work overtime without valid reason may be cause for disciplinary action.*
- (h) *A rotation system of overtime assignments should be in effect when more than one person in the organization is capable of performing the work to be done.*  
*(However, see paragraph “C” below.)*
- (i) *Unauthorized use of overtime may be cause for disciplinary action.*

**B. Supper Allowance.** Any employee working more than ten (10) hours in any given day shall be paid a supper allowance of six dollars (\$6.00).

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

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

## ARTICLE 8

### PROBATIONARY PERIOD

All new employees will serve a probationary period of ninety (90) calendar days. This probationary period may be extended by mutual agreement of the Authority and the Union for an additional ninety (90) days. It is further agreed that *Article 308: PROBATION of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual*, as set forth below, will be incorporated into and be a part of this Agreement. (Sections have been renumbered to reflect the ARTICLE number of this Agreement)

**8.1** *Each new employee will serve a probationary period of ninety (90) calendar days.*

*Probationary employees may be suspended or dismissed at any time during the probationary period if the Executive Director feels it is in the best interest of the Authority. Vacation, Sick and Administrative Days will be earned, but cannot be used during the probationary period.*

**8.2** *REASON: The purpose of the probationary period is to evaluate the employee's work performance and conduct, and to determine whether the employee merits regular (non probationary) status. Prior to the completion of the probationary period, an employee performance evaluation shall be conducted by the appropriate Department Head in accordance with the provisions in this manual. An unsatisfactory performance evaluation may result in separation.*

**8.3** *A promoted or voluntarily transferred employee will be on probation for a period of sixty (60) days. Near the end of the probationary period, a performance evaluation will be completed by the Department Head. If the promotion or transfer proves unsatisfactory, staff adjustments will be made.*

**ARTICLE 8 (CONT'D)**

**8.4** *When an employee is placed on probation as a result of disciplinary action or following demotion or involuntary transfer, a probationary period shall begin on the date of the disciplinary action. The length of the period will be determined at that time and will be of sufficient duration to provide the employee an opportunity to correct the outlined shortcomings or problems. During this period, the employee's performance will be closely monitored. Prior to completion of the probationary period, a performance evaluation shall be conducted. Unsatisfactory performance during the probationary period shall constitute grounds for separation from the Authority service.*

## ARTICLE 9

### DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Authority from discharge or otherwise disciplining any Authority employee, regardless of seniority, for just cause. Management has the right to invoke immediate oral reprimand to an employee in areas of violation of health, safety or other just cause. This reprimand can also take the form of immediate suspension with written notice of action (as stated in *Section 903.6: IMMEDIATE SUSPENSION of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual*). In a case of discharge or discipline involving written notice, an employee has the right to have a union steward present. Written notice of discharge or discipline shall be served upon the Union and the employee involved. In a case of private oral reprimand between employee and supervisor where the supervisor conducts no interview and places no written record in the employee's personnel file, a union steward need not be present.

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

In the event that a discharged employee feels that he has been discharged or disciplined unjustly, said employee or the Union, with permission of the employee, shall have the right to file a grievance, which must be in writing, with the Employer within three (3) working days from the time of the discharge or discipline. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified,

**ARTICLE 9 (CONT'D)**

then said discharge or discipline should be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

Probationary employees shall not have the right to have a Union steward present upon discharge or discipline; nor shall a probationary employee have the right to grieve discharge or discipline. Unless otherwise provided in this contract, *Chapter 9: DISCIPLINARY ACTION of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual* shall govern disciplinary actions.

## ARTICLE 10

### GRIEVANCE PROCEDURE AND MEDIATION

- A. In the event that any difference arises between the Authority and the Union, or between the Authority and any of its employees affected by this Agreement and concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance.
- B. The procedure for the settlement of grievance shall be as follows:

**Step I.** The employee or the employee and the Union's grievance representative shall present the grievance orally to the employee's immediate supervisor within five (5) calendar days after the employee becomes aware, or should have been aware, of the grievance; however, the time limit for filing of a grievance involving discharge or suspension of five (5) days or more shall be three (3) calendar days from the date of discharge or suspension. Grievances involving discharge or suspension of five (5) days or more shall start on **StepII** as provided in Article 10 hereof.

The immediate supervisor shall meet with the parties involved to make every reasonable effort towards a proper disposition and settlement of the grievance. If no satisfactory settlement is reached within two (2) working days from the time the grievance was discussed with the supervisor, then the grievance shall be reduced to writing by the Union on a grievance form supplied by the Authority within five (5) days of the date it was discussed with the supervisor. The written agreement shall be presented to the supervisor who will return his answer to the Union within three (3) working days.

## ARTICLE 10 (CONT'D)

**Step II.** In the event the grievance is not resolved under **Step I** hereof, the Union's grievance representative (who shall be the President of the Union) shall present the written grievance within five (5) days of receipt of the supervisor's written answer to the Executive Director of the Authority and arrange for a meeting for the purpose of reviewing the grievance. Should no mutually satisfactory settlement be reached within five (5) working days of the receipt of the written grievance, either party may refer the grievance to the Authority Board under **Step III.**

**Step III.** In the event the grievance has not been satisfactorily resolved in **Step II** hereof, the Union or the Authority may, within five (5) calendar days following the expiration of the five-day period under **Step II** notify the Secretary of the Authority in writing that the grievance has not been resolved. The Commissioners of the Authority shall then hear the grievance within thirty (30) working days with all parties being invited to attend. The employee is entitled to be represented at this hearing by the Union or at his choosing, by counsel, at his own cost.

The Commissioners shall render a decision in writing within twenty (20) working days of the hearing.

**Step IV.** In the event the grievance has not been satisfactorily resolved in **Step III** hereof, the Union may within five (5) calendar days following the expiration of the twenty (20) day period under **Step III** request binding mediation.

**ARTICLE 10 (CONT'D)**

1. A request for mediation shall be initiated by the Union serving upon the Authority notice in writing of its intent to proceed to mediation.
2. Said notice shall identify the provisions of the Agreement involved, the employee involved and a statement of the grievance or grievances which were made the subject of the previous steps.
3. The party requesting mediation shall make application to the Public Employment Relations Commission (PERC) and request that PERC submit a list of possible mediators from which the parties may select a mediator by mutual agreement.
4. All fees and expenses or administrative charges for the mediator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expense pertaining to their respective witness from outside the bargaining unit.
5. If the mediator is unable to arrive at a mediated settlement that is acceptable to both parties, the parties shall request that he or she issue a written "Mediator's Recommendation" within thirty (30) days of the close of the hearing. This "Mediator's Recommendation" shall be final and binding on both parties, but shall have no precedential effect and shall not be admitted for any purpose in any future cases.
6. All of the time limits contained in this Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance shall constitute an abandonment of a grievance and settlement thereof.

**ARTICLE 11**

**SENIORITY**

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

## **ARTICLE 11 (CONT'D.)**

If a newly created job or open job exists which represents a promotion or upgrading for employees within the bargaining unit, such job will be posted on the bulletin board for three (3) working days. Such posting is to set forth job classification, description and rate of pay (minimum and maximum). At the end of the posting period, if no employee's have bid for the job, the Authority has the right to go outside. Employees wishing to bid for said posted jobs shall sign their names to such posting.

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

**ARTICLE 12**

**VACATION**

*Section 512: VACATION LEAVE of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual shall govern vacation leave of the employees. In the event of duplication of requested vacation time by employees, requests of the senior employee would prevail.*

*Section 512: VACATION LEAVE of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual is incorporated below and made part of this Agreement. (Sections have been renumbered to reflect the ARTICLE number of this Agreement)*

**12.1**      *The vacation leave policy shall be the following:*

*1-4 years continual service                      10 days*

*5-9 years continual service                      15 days*

*10 or more year continual service        20 days*

*25 or more year continual service        25 days*

**12.2**      *Vacation is earned utilizing the anniversary date of the employee's initial employment date. For example, three (3) weeks vacation is available upon the completion of four (4) years which is the fourth anniversary of the employee's initial employment date.*

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

***1-4 years service                      .83 days/month***

*5-9 years service                      1.25 days/month*

*10-24 years service                  1.67 days/month*

*25 or more years service          2.08 days/month*

**ARTICLE 12 (CONT'D)**

**12.4**     *A new employee begins earning vacation immediately upon the beginning of employment based upon the schedules and hourly rate outlined above. He or she is eligible to use earned vacation after completion of his or her probationary period.*

**12.5**     *Carry over vacation beyond the employee's anniversary date is limited to two (2) carry-over weeks (10 working days). Vacation beyond two (2) weeks not utilized by the employee is lost and not reimbursable through payroll.*

**12.6**     *An employee who is separating from Authority service, except for cause or to quit without proper notice, shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the fiscal year. If the employee has taken vacation not yet earned, he or she will owe the authority for paid vacation not earned.*

**12.7**     *All vacations must be scheduled and approved by the appropriate Department Head.*

**12.8**     *Employees with seniority will be given first preference in assignment of vacations, insofar as possible.*

**12.9**     *Temporary employees are not entitled to vacation benefits.*

**12.10** *Periods of time on Leave of Absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave.*

**ARTICLE 13**

**HOLIDAYS**

The following days will be recognized as holidays (or floating holidays as indicated):

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day (floating holiday)

Lincoln's Birthday (floating holiday)

Election Day

President's Day (floating holiday)

Veterans Day (floating holiday)

Good Friday

Thanksgiving Day

Memorial Day

Day after Thanksgiving (O.T.)

Independence Day

Half-day Christmas Eve

Christmas Day

- Closed days underlined

An employee must work on the holiday specified as floating holiday to be eligible for a comp day, and the comp day must be taken as a whole day and scheduled in advance with the supervisor. The comp day must be utilized in the same year that it is earned.

Employees who work on any recognized holiday (except those holidays listed as floating holidays) will be compensated at the rate of time and one-half for each holiday worked. Recognized holidays falling on Saturday will be observed on the preceding Friday, and recognized holidays falling on Sunday will be observed on the following Monday.

Personnel who report out sick prior to or subsequent to a holiday shall submit a doctor's note in order to be paid for the sick day.

## **ARTICLE 14**

### **SICK DAYS**

*Section 510: SICK LEAVE of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual* is incorporated into this Agreement, as set forth below. (Sections have been renumbered to reflect the ARTICLE number of this Agreement)

It is the policy of the Authority to grant sick leave to an employee for an occasional absence due to illness, injury, or exposure to a contagious disease. The Authority has the responsibility and authority to determine that the employee's illness is incapacitating and that other reasons for which sick leave is granted are true.

Sick leave with pay is one of the employee's most valuable benefits. It is a form of insurance and should only be used when necessary. Sick leave protects the employee against loss of salary when suffering an illness or injury severe enough to prevent working. It is a privilege provided by the Authority for the employee in the event of actual illness or injury.

Employees who attain retirement age in accordance with the Public Employees Retirement Act of the State of New Jersey (PERS) should be entitled to be paid a lump sum equal to fifty percent (50%) of all accumulated sick days only upon retirement. Upon retiring on pension, an employee shall be eligible for a one-time supplemental payment based on the number of unused sick days remaining to the employee's credit. The supplement payment for retirees will be calculated as follows:

- a. The number of unused sick days will be divided in half.
- b. The result in (a) will be multiplied by the value of a day's pay for the employee at retirement.

c. For all full-time permanent employees and part-time permanent employees, sick leave shall be credited at the rate of one (1) day per month from the date of employment and unused sick leave shall be cumulative.

Seasonal/temporary employees are not entitled to paid sick leave.

14.1 No credit shall be granted to personnel leaving GCIA employment.

*14.2 After three (3) consecutive sick days, an employee shall submit a doctor's note upon returning to work.*

*14.3 If unable to report to work due to illness, the employee shall notify his or her immediate Supervisor within a half-hour of his or her starting time. In addition, the employee needs to leave a voice mail message for the Complex Administrator notifying him/her of the absence.*

*14.4 Landfill employees are responsible to notify his or her supervisor by 3:30 p.m. on a sick day if they will be present or absent again on the following day.*

*14.5 An employee will not be paid for sick time utilized either on the immediate working day before or immediate working day following a scheduled holiday unless a doctor's note is presented upon returning to work*

14.6 Sick leave for a pre-arranged medical or dental examination should be applied for in advance.

*14.7 Sick leave is available only if an employee is ill or as a supplement to worker's compensation or state disability. A sick day cannot be utilized as a vacation or an administrative day.*

*14.8 Excessive use of sick leave will not be tolerated and will result in disciplinary action.*

*14.9 A "pattern" of excessive sick leave will not be tolerated and will result in disciplinary action. A "pattern" can take many forms, such as: (1) Same day illness (sick days*

*utilized on Mondays, Tuesday, etc.); (2) Excessive one or two day sick leave occurrences; and/or (3) excessive sick leave, which may be defined as ten (10) or more days in a calendar year, regardless of number of occurrences or duration.*

*14.10 The Authority may require an employee who has been absent because of personal illness, as a condition to return to duty, to be examined at the expense of the Authority, by a physician designated by the Authority. Such examination will establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.*

*14.11 Employees may use sick leave benefits for an absence due to their own illness or injury or for that of a family member who resides in the employee's household who requires their care.*

*14.12 The Authority may adopt sick leave verification procedures from time to time to control sick leave abuse as it may determine to be necessary.*

## **ARTICLE 15**

### **PERSONAL DAYS**

*Section 513: ADMINISTRATIVE LEAVE of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual, is set forth below and is incorporated into this Agreement. (Sections have been renumbered to reflect the ARTICLE number of this Agreement)*

**15.1** *A total of two (2) administrative leave days for regular full-time employees will be given on an annual basis (i.e. January 1 through December 31). Employees hired after July 1 will be eligible for one (1) day for the balance of the year. Administrative leave cannot be used until employee earns permanent status.*

**15.2** *Administrative leave days are not cumulative from year to year.*

**15.3** *Administrative leave days must be scheduled and approved in advance by the appropriate Department Head or Executive Director.*

**ARTICLE 16**

**BREAKS AND WASH UP TIME**

Employees shall be entitled to a fifteen (15) minute break in the morning, a fifteen (15) minute break in the afternoon, and a fifteen (15) minute period for wash up before quitting.

## **ARTICLE 17**

### **HEALTH AND SAFETY**

1. The Authority shall institute and maintain all necessary precautions for safeguarding the health and safety of its employees. Both the Authority and the Union recognize their mutual obligation to assist in the prevention, correction, and elimination of all unhealthy and unsafe working conditions and practices. Employees assigned to the landfill must also comply with all safety policies and procedures outlined in the landfill safety manual.
2. No employee shall knowingly be permitted to work on a job that is detrimental to his health. The Authority shall give such individual suitable work, if available, provided a doctor's certificate is presented to the Authority stating that the employee may continue to work at a different job. In the event no other job is available, "bumping" shall apply.
3. There shall be established a joint labor-management health and safety committee, consisting of two (2) Union and two (2) Authority representatives. It shall hold bi-monthly meetings at a regularly scheduled time and place for the purpose of considering, inspecting, reviewing, and/or recommending health and safety conditions and practices and investigating accidents. Union representatives shall be compensated at their regularly assigned wage rate for reasonable time spent in connection with the work of the Committee.
4. The Authority will investigate the feasibility of industrial hygiene surveys of the plant by an industrial hygienist mutually acceptable to the Authority and the Union.
5. Employees working in areas with potential health hazards shall receive an annual physical exam, with such physical exam to include a test for drugs. Each employee is

**ARTICLE 17 (CONT'D)**

required to complete his physical exam each year before his employment anniversary date.

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

6. There will also be another test for drugs performed randomly on employees covered by this agreement.
7. There shall be a minimum of two (2) employees present in the plant at all times.

**ARTICLE 18**

**NON-DISCRIMINATION**

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

## **ARTICLE 19**

### **JURY DUTY**

*Section 516: JURY DUTY of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual is incorporated into this Agreement, as set forth below.*

*(Sections have been renumbered to reflect the ARTICLE number of this Agreement)*

*An employee called to jury duty will be granted paid time off as the court requires. Absence from work will not be counted against any regular leave. The employee will be excused from work providing that said employee presents a summons copy to the Supervisor prior to the date summoned for jury duty.*

**19.1** *Jury duty leave is provided to employees so that they will be able to fulfill their civil obligation.*

**19.2** *Written evidence of employee's attendance at jury duty must be submitted for employee to receive his pay for the jury duty time.*

**19.3** *Any payments for jury duty received by the employee except money received for mileage and expenses must be endorsed to the Authority; failure to turn over such payments will result in the amount earned being withheld from the employee's pay.*

**19.4** *If an employee is excused early from jury duty, prior to the end of the workday, he must report to work for the remainder of that day. If an employee's jury duty is not scheduled to begin until the afternoon, he must report to work and he will be excused from work one hour prior to the time his jury duty is scheduled to begin.*

## **ARTICLE 20**

### **BEREAVEMENT LEAVE**

*Section 515: FUNERAL LEAVE of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual is incorporated into this Agreement and set forth below. (Sections have been renumbered to reflect the ARTICLE number of this Agreement)*

- 20.1** *In the event of a death in the immediate family, an employee, when scheduled to work, will be granted up to three (3) days off with pay. The term immediate family includes an employee or employee's spouses father, mother, step-father, step-mother, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, and uncle. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household.*
- 20.2** *REASON: Funeral leave is granted to allow employees the opportunity to express their sympathy and adjust to their sorrow.*

## ARTICLE 21

### DISABILITY AND WORKERS COMPENSATION LEAVE

*Section 518: WORKERS COMPENSATION of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual is incorporated into this Agreement and is set forth below. (Sections have been renumbered to reflect the ARTICLE number of this Agreement)*

**21.1** *When an employee is injured on the job, he should immediately report this fact to his immediate Supervisor or Department Head. If the accident is of a serious nature, necessary emergency care should be procured. An Accident Form is to be completed by the employee's Supervisor. A copy of each Accident Report will be forwarded to the Administrative Office. The Department Head shall notify the Executive Director of each injured employee who does not return to work within seven (7) calendar days. All medical bills should be turned into the Administrative Office.*

**21.2** *Whenever any employee is absent as a result of a personal injury caused by an accident arising out of and in the course of his employment, the employee shall be paid one-hundred percent (100%) of the employee's salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to his sick leave. Salary or wage payments provided in this Section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the New Jersey Statutes entitled Labor and Workers Compensation.*

**ARTICLE 21 (CONT'D)**

*Any amount of salary or wages paid or payable to the employee pursuant to this Section shall be reduced by the amount of any workers compensation award made for temporary disability. Prior to receiving any pay, pursuant to this Section, the employee will execute an assignment of benefits authorizing the workers compensation carrier to pay directly to the Authority the checks for temporary disability. In the event the employee fails to execute such an assignment or appropriates any workers compensation check for temporary disability to his own use, then in that event, salary payments will not be due under this Section until such time as the assignment is executed and/or workers compensation payments for temporary disability received by the employee are remitted to the Authority.*

## **ARTICLE 22**

### **MILITARY LEAVE**

*Section 514, MILITARY LEAVE, of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual is incorporated into this Agreement and is set forth below. (Sections have been renumbered to reflect the ARTICLE number of this Agreement)*

**22.1** *A regular employee (non-probationary) who is a member of the national guard or of a reserve component of any of the armed forces of the United States who is required to undergo annual field training will be granted a leave of absence with pay for such period as provided by regulation. Such leave will be in addition to regular vacation leave.*

**22.2** *REASON: Employees are granted military leave in order to fulfill their obligations.*

**22.3** *PROCEDURE: A copy of orders to be submitted to the Executive Director immediately upon receipt by the involved employee.*

**ARTICLE 23**

**WORK CLOTHES, SAFETY SHOES AND TOOLS**

- A. Employee will be provided with uniforms and safety equipment. Such uniforms will include appropriate safety shoes as needed. Management will determine the employee's need for new safety shoes; however, each employee will be provided with minimum of one pair of properly fitted safety shoes per year. The safety shoes will remain at the Solid Waste Complex as part of the employee's uniform and safety equipment. A complete set of Mechanic's tools will be available to each Mechanic as purchased by the Authority.

## ARTICLE 24

### INSURANCE AND BENEFITS

The Authority will provide employee benefits, medical insurance, life insurance, and a vision program in accordance with *Sections 501 through 505 of the Gloucester County Improvement Authority Personnel Policies and Procedures Manual*. (Sections are renumbered to reflect the ARTICLE number of this Agreement)

**24.1 BENEFIT PLAN:** *The Authority provides to its full-time employees, a comprehensive employee benefits program covering the following areas: Medical Insurance Program, Disability Insurance, Sick Leave, Personal Days, Bereavement Leave, Leave of Absence, Salary Adjustments, Jury Duty, Training and Continuing Education, Retirement Plan, Life Insurance, Holidays, Vacations, Workers Compensation, Military Leave, Credit Union, and Deferred Compensation Plan.*

*Part-time employees are eligible for the following benefits under a pro-rated calculation: Retirement Plan, Sick Leave, Holidays, Vacation, Training and Continuing Education, Standards for Education, Workers Compensation, Military Leave, Disability Insurance (State Plan only), Personal Days Bereavement Leave, Life Insurance (State Pension Plan only), Leave of Absence, Jury Duty, Credit Union, and Deferred Compensation Plan.*

**24.2 MEDICAL INSURANCE PLAN:** *Medical insurance is available to full-time employees, who have completed the probationary period, if applicable. Coverage includes: (1) Basic Coverage Plan with benefits of: hospitalization, doctors services, laboratory work, annual wellness checkup; (2) Major Medical Plan with benefits of: 100% reimbursement, \$100 deductible/single or \$300 deductible/family; (3) RX Prescription Plan with benefit of \$5.00*

*per prescription; and (4) Dental Plan with benefits of \$50 deductible for each family member, 100% basic preventive, 80% major (cavities, etc.), 50% constructive (caps, bridges, etc.) with maximum of \$1500 per year, and \$1000 lifetime orthodontics (braces). The Authority pays the premium for employees and family.*

*The Authority may, from time to time, select policies that differ in name from those offered above, however, coverage shall be equivalent. The summary above is not intended to provide all the pertinent information regarding the available plans. Additional information on the plans is available in the Administrative Office.*

**24.3** *LIFE INSURANCE: Life insurance is a \$20,000 term life insurance policy on employee only. Contributory Life is a contributory life insurance plan mandatory under the Public Employees Retirement System (PERS) State Pension Plan System. There is a mandatory deduction of .55 % of your salary. The life insurance is mandatory only through the first year of employment; after that, the employee has the option to withdraw. Once a withdrawal occurs, the employee cannot get back into the system.*

*To obtain any information regarding PERS or Contributory Life, contact the payroll administrator.*

**24.4** *DISABILITY INSURANCE: Disability insurance through a private company is available to all staff after a ninety (90) day waiting period. Sixty- percent (60%) of salary per month will be paid, with a maximum of \$5,100 per month. New Jersey State disability will pay during the waiting period. Specific details of the disability insurance coverage are provided in the employee health benefits handbook.*

**24.5** *VISION PROGRAM: Vision program is self-insured by the Authority that reimburses employee and family members up to \$175 per family member per calendar year. For all*

*Union employees, full reimbursement for prescription safety glasses will be made every two (2) years.*

## ARTICLE 25

### PENSION CLAUSE

The Authority will provide pension benefits through the Public Employees Retirement Act of the State of New Jersey (N.J.S.A. 43:15a-1 *et seq.*) (PERS). Benefits will be provided in conjunction with time in PERS. Currently PERS offers after twenty-five (25) years of service and age 55 or above, one-hundred percent (100%) of medical coverage; or PERS offers after twenty (20) years of service and age 60 or above, one-hundred percent (100%) of medical coverage. The individual must be an employee of the Authority at the time of retirement to receive medical benefits.

In the event that the Authority ceases to operate, the following formula would be enforced for employees to receive benefits. Again, the employee's time in PERS applies and he or she must currently be an employee of the Authority at the time that operations cease.

- \* Ten (10) years with PERS = 40% Authority contribution toward benefits – employee must pay remaining portion of benefit costs to Authority.
- \* For each year employee has with PERS after the ten (10) year period, they will receive a 4% credit per year up until twenty-five (25) years that would then equal one-hundred percent (100%).

**ARTICLE 26**

**WAGES**

**A.** Effective January 1, 2004, the employees covered by this Agreement will receive a three and one-quarter percent (3 .25%) increase over 2003 wages. Wages are as follows:

1.	Lead Operator/Lead Mechanic	\$	22.87/hour	(23.10)
2.	Operators and Mechanics	\$	20.84/hour	(21.05)
3.	Laborers	\$	15.90/hour	(16.06)

**B.** Effective January 1, 2005, employees covered by this Agreement will receive a three and one-quarter percent (3.25%) increase over 2004 wages. Wages are as follows:

1.	Lead Operator/Lead Mechanic	\$	23.85/hour	(24.09)
2.	Operators and Mechanics	\$	21.73/hour	(21.95)
3.	Laborers	\$	16.58/hour	(16.75)

**C.** Effective January 1, 2006, employees covered by this Agreement will receive a three percent (3.0%) increase over 2005 wages. Wages are as follows:

1.	Lead Operator/Lead Mechanic	\$	24.81/hour	(25.06)
2.	Operators and Mechanics	\$	22.61/hour	(22.83)
3.	Laborers	\$	17.25/hour	(17.42)

**ARTICLE 26 (CONT'D)**

**D.** Each employee shall receive an incremental wage rate increase of one percent (1%), represented above in parentheses, following his anniversary date of hire. Those

employees hired between January 1 and June 30 will receive such increase beginning January 1 of the year; those employees hired between July 1 and December 31 will receive such increase beginning July 1 of the year.

**E.** Only employees on the active payroll of the Authority as of the date of execution of this Agreement will be eligible for the wages set forth in this Agreement, and such eligible employees will be paid retroactively the wages set forth herein to January 1, 2004.

**F.** Starting salaries for employees hired during the term of the Agreement shall be as follows:

1. Operator and Mechanics

	2004	2005	2006
NEW	17.78	18.36	18.91
REGULAR	18.55	19.15	19.72
1 YR. ANNIVERSARY	*	*	*

\* current base rate per contract

2. Laborers

	2004	2005	2006
NEW	13.48	13.92	14.33
REGULAR	14.23	14.69	15.13
1 YR. ANNIVERSARY	*	*	*

\* current base rate per contract

**G.** If an employee is assigned to work at a higher job classification, the employee will receive the higher wage rate at fifteen-minute increments for all time worked at the higher level. The upgrade from Laborer to Operator will be recognized for operation of Roll Off Truck and Street Sweeper; requiring CDL driver license endorsement, Bulldozer, Pan, Compactor, Loader and Articulated Dump Truck only.

- H.** The Authority will pay for any expenses to acquire a CDL license. The Authority will reimburse expenses to maintain current status during employment with the GCIA. The employee must provide proof of payment.
- I.** All work by an Operator, Lead Operator, Mechanic, Lead Mechanic, and Laborer that is completed off-site will include a differential pay of \$1.00 per hour. This will apply to only those projects worked in which the Authority is being paid by a municipality or agency. For any instances where work is performed off-site and is applied to the GCIA payroll system, regular wages will be paid.

**ARTICLE 27**

The foregoing Articles of this Agreement shall be in effect in the current Solid Waste Complex environment for a three-year period, effective January 1, 2004 through December 31, 2006.

**SIGNATURE PAGE**

The foregoing Articles of this Agreement, Article 1 through Article 27, between the Gloucester County Improvement Authority and Local 1-149, Paper, Allied-Industrial, Chemical and Energy Workers International Union, have been agreed upon by all parties signed below, either through negotiations conducted from October 2003 through December 2003 or through prior negotiated contracts of January 1995, January 1998 and January 2001.

\_\_\_\_\_  
**KEN GOLY, President**  
**PACE Local 1-149**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**RICHARD LAPALOMENTO**  
**Lead Operator, GCSWC**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**JOSEPH A. BRIGANDI, SR.**  
**Chairman, GCIA**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ATTEST (AS TO GCIA)**  
**SAM FERRAINO, JR.**  
**SECRETARY/TREASURER, GCIA**