

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIDDLESEX COUNTY UTILITIES AUTHORITY/SOLID WASTE DIVISION

AND

UNITED SERVICE WORKERS

LOCAL 255, IUJAT

OCTOBER 1, 2020 through SEPTEMBER 30, 2023

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Article 1. Recognition

The Middlesex County Utilities Authority (the "Employer") hereby recognizes United Service Workers Local 255/TUJAT (the "Union") as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work and other conditions of employment for all regular full-time and part-time employees classified as Equipment Operators, Landfill/Utility/Laborers, Mechanics and Mechanic/Welders employed by the Middlesex County Utilities Authority Solid Waste Division located at East Brunswick (the "Negotiation Unit").

Excluded from the above stated recognition shall be all Clerical, Scalehouse, Inspection, Supervising, Confidential, and Managerial employees employed by the Employer's Solid Waste Division.

Article 2. Management Rights

Section A: The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement in accordance with applicable laws and regulations, (a) to direct employees of each Department, (b) to hire, promote, transfer, assign, and retain employees in positions and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, (c) to determine the methods, means and personnel by which such operations are to be conducted, and (d) to take whatever action may be necessary to carry out its mission of each Department in situations of emergency.

Section B: Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal, State, or Municipal Law, and furthermore, nothing in this

Article shall be construed to empower the Employer to change, modify, or alter any of the provisions of this Agreement without the express written authorization of the Union.

Section C: The parties agree that the right to make reasonable policies, rules and regulations shall be considered and acknowledged as the function of the Employer except as such right may be modified by the terms of this Agreement. For example, and not by way of limitation, the Employer can promulgate policies related to internet and cell phone usage. Any employee disciplined for alleged violation of the Employer's policies, rules and regulations shall be subject to the rights and obligations contained in Article 5 of this Agreement entitled "Disciplinary Action" and Article 6 of the Agreement entitled "Grievance Procedure."

Section D: The Union must notify the employer as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated. Representatives of the Union who are not employees covered by this Agreement will not be permitted to visit the facility during working hours to discuss Union matters with employees, unless they first receive permission from the employer.

Article 3. Negotiations Procedure

Section A: The parties agree to enter into collective negotiations over a successor Agreement in accordance with law.

Section B: No provision of this Agreement may be changed, supplemented or altered, except as agreed to by both parties in writing.

Article 4. Check-Off

Section A: The Employer agrees to check off Union dues and assessments uniformly arrived at and turn over such money to the duly elected Treasurer of the Union on a monthly basis. The Union will file authorization forms with the employer, signed by each employee prior to such deduction.

Section B: PURPOSE OF FEE: If a member of this bargaining unit does not become a member of the Union during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

Section C: AMOUNT OF FEE:

Notification

Prior to the beginning of each membership year, the Union will notify the Executive Director 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 up to eighty-five percent (85%) of the total amount of the regular union dues.

Section D: DEDUCTION AND TRANSMISSION OF FEE:

1. Notification

Once during each membership year covered in whole or in part by the Agreement, the Union will submit to the Executive Director 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, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule

The Employer will deduct the representation fee in equal installments, as nearly as possible from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforementioned non-member list by the Executive Director, or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining union position, unless the employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

3. Termination of Employment

An employee who is terminated for any reason shall only pay that portion of the annual fees of the Union due in equal installments to the date of termination.

4. Mechanics

Except as otherwise provided in this Article, the procedure 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 fees. The employer will provide a list with transmission of fees listing current members and those paying the representation fee.

5. Changes

The Union will notify the Executive Director in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Executive Director received said notification.

6. New Employees

The Union will be informed of the employment of each individual eligible for membership in the Union.

7. Hold Harmless

Provided the employer has met its obligations pursuant to this Article, the Union shall hold the employer harmless against any and all claims.

Article 5. Disciplinary Action

Section A: No employee shall be disciplined or discharged without just cause.

Section B: Disciplinary action concerning a major offense may warrant immediate termination of employment. Disciplinary action relating to minor offenses may involve the issuing of reprimands as outlined below.

1. **APPLICATION OF DISCIPLINE**

An employee may be subject to disciplinary action for, but not limited to:

- a. Incompetency, inefficiency, failure to perform or neglect of duties, failure to comply with instructions;
- b. Insubordination, using vile, abusive or threatening language or gestures;
- c. Chronic, excessive, or abusive absenteeism or lateness;

- d. Conviction of a crime, failure to notify the Authority of a conviction, possession of firearms or explosives;
- d. Falsifying records, theft, immoral or indecent conduct;
- e. Breach of health and safety procedures;
- f. Misuse or damage of property and vehicles, vandalism, sabotage;
- g. Drug or alcohol use, horseplay, fighting, gambling;
- h. Loss of Driver's License or Insurability if required for performance of the job;
- j. Other violations of policies and procedures.

2. **MAJOR DISCIPLINE**

Major discipline may result in any or all of the following:

- a. Termination;
- b. Disciplinary demotion;
- c. Suspension.

3. **MINOR DISCIPLINE**

Minor discipline may consist of verbal or written reprimands.

Section C: EMPLOYEE REPRIMANDS:

1. **ISSUING REPRIMANDS**

A Supervisor shall be guided by discretion and good judgment before taking corrective action or issuing a reprimand. However, if an employee violates or abuses any Employer rule or procedure, or mistreats a fellow employee or any member of the public, the supervisor shall, as circumstances dictate, reprimand

the concerned employee. The Department Head shall be notified of each reprimand issued.

- a. The first reprimand may be verbal and noted on the supervisor's record.
- b. A second reprimand shall be written by the Department Head, given to the employee, and then entered into the employee's permanent record.
- c. Upon a third infraction, the Department Head, Division Manager, and Personnel Director shall discuss possible consequences which may include additional disciplinary procedures up to and including suspension and termination.

Section D: EMPLOYEE SUSPENSIONS/DISCIPLINARY DEMOTIONS.

Suspensions and disciplinary demotions are part of the Employee's progressive disciplinary process. Suspensions and disciplinary demotions occur after a verbal and/or written reprimand(s) is issued. However, misconduct may subject an employee prior to the issuance of a reprimand to suspension or demotion. Depending on the nature and severity of the infraction, supervisory personnel may suspend an employee immediately.

1. **SUSPENSION/DEMOTION PROCEDURE**

- a. A suspension or demotion may occur after an employee has been issued verbal and/or written notices and has continued his or her inappropriate behavior despite these warnings.
- b. A suspension may also be made immediately upon extraordinary misconduct, destruction of property, or upon any action which directly endangers the health and safety of any employee and significantly disrupts the orderly performance of work. In this case, the employee

may be suspended immediately and may be required to leave the premises without delay.

- c. Except in cases of immediate suspension, supervisory personnel shall consult with the Department Head before suspension occurs. The Department Head shall review the reasons for suspension or demotion and shall confer with the employee to ascertain the employee's side of the story and any mitigating factors. Employee shall be advised of his/her right to have a union representative present. If suspension or demotion is warranted, the Department Head will prepare a memorandum of suspension/demotion indicating the reasons for suspension/demotion, the number of days of suspension or in the cases of demotion the position demoted to and the dates the suspension/demotion will take effect. The memorandum will be given to the employee with copies to the employee's supervisor and to the Personnel Director for placement in the employee's permanent personnel file.
- d. Any employee who is suspended or demoted may be subject to termination depending on the nature and severity of the infraction. The Personnel Director shall review all suspensions and demotions on a case by case basis, to determine any recommendation to terminate employment.

2. ACTION AFTER AN IMMEDIATE SUSPENSION

When an employee has been the subject of an immediate suspension by a supervisor, the reasons and circumstances of the suspension shall be investigated immediately and thoroughly by the Department Head. The suspended employee will be asked to present his/her side of the story. Employee shall be advised of his/her right to have a union representative present. Based on the resulting report, the Department Head will make a determination and inform the employee, via written memorandum, of the action taken on the suspension and the recommended course of action regarding the employee's status with the Employer.

Section E: PROBLEM SOLVING PROCEDURE:

An employee who has received a reprimand, suspension or demotion, may confer with the Division Manager who shall respond to the employee's concerns within three (3) working days.

If the employee remains unsatisfied the employee may confer with the Personnel Director who shall provide a response within seven (7) working days.

Section F: TERMINATION:

Terminations are part of the Employer's progressive discipline response. If termination is warranted, the Executive Director will prepare a memorandum of termination indicating the reasons for termination. The memorandum will be given to the employee with a copy to the Personnel Director.

The employee shall be given an opportunity to request a hearing or to waive a hearing. If the employee elects a hearing it will be scheduled for a date no sooner than five (5) working days and no later than thirty (30) working days after the serving of the termination memorandum, unless the parties agree otherwise.

Employee may choose to be represented by a union representative or an attorney or both, at employee's expense. If any party will be represented by an attorney at the hearing, the other party must be notified in writing at least three (3) working days prior to the hearing.

The hearing officer will be the Executive Director or his/her designee. The hearing procedure shall be informal. Any party may produce witnesses and may interview any witnesses produced by the other party. Either party may request a verbatim transcript. The cost will be paid by the party requesting the transcript.

Within ten (10) working days of the completion of the hearing, the hearing officer will issue a decision which will include findings of fact and a determination of appropriate disciplinary action, if any

Section G: BINDING ARBITRATION:

The Union on behalf of an employee who has been suspended, demoted or terminated and who has received a final decision of the Employer after exhausting the review process described in this Article, may appeal the decision of the Employer to binding arbitration. The request for arbitration shall be initiated within twenty (20) days of the Employer's final decision. The cost of fees and expenses of the Arbitrator shall be paid by the losing party. The arbitrator shall be selected through the Public Employment Relations Commission.

The decision of the arbitrator shall not in any way affect the Employer's ability to operate and continue operating under any Federal, State, or County rule, law, permit, statutory action, or any regulatory action taken by any governmental department or agency of competent jurisdiction. An arbitrator shall take into account, prior to reaching a decision on any grievance or disciplinary

matter the impact of his/her decision on the Authority's ability to operate legally under any Federal, State or County mandate and shall indicate that his/her decision, in no way, take the Authority out of compliance with applicable law.

Article 6. Grievance Procedure

Section A: DEFINITIONS:

1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between parties involving interpretation or application of any provision of this Agreement.
2. Grievances arising out of the application, interpretation, and alteration of managerial policies and rules and regulations which do not affect mandatorily negotiable terms and conditions of employment and are management prerogatives and non-mandatory subjects for negotiations and grievances arising out of the application or interpretation of statutes or administrative regulations expressly or impliedly incorporated in this Agreement are not grievable.

Section B: PROCEDURE:

A grievance shall be processed as follows:

A grievance must be presented no later than thirty (30) calendar days after the grievance arises or after the aggrieved employee may reasonably be presumed to have knowledge of the matter causing the grievance, whichever occurs later. **The time limitations in this Article are of the essence and not merely procedural. No grievance shall be entertained or processed unless it is filed within the time limits set forth in this Section unless the time limits are extended by mutual agreement.**

All references to days herein shall mean working days except as set forth above, exclusive of Saturdays, Sundays and holidays.

No response to a grievance at any Step in the procedure shall be deemed a denial entitling the Union to proceed to the next Step of the Procedure.

Grievances shall only be processed on the approved form mutually agreed upon by the parties for such purpose.

STEP 1: The grievance shall be reduced to writing by the Shop Steward and submitted to the Department Head. The answer to such grievance shall be in writing to the Shop Steward and shall be provided within ten (10) days of the submission of the grievance. The written grievance must be set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought.

STEP 2: If the grievance is not settled at Step 1, then the Shop Steward shall, within ten (10) days of the due date of the Step 1 response, submit the grievance to the Division Manager of the Solid Waste Division. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought. A written response shall be provided by the Division Manager of the Solid Waste Division within ten (10) days of its submission.

STEP 3: If the grievance is not settled at Step 2, the Union shall initiate a final settlement meeting between the Union Business Agent and the MCUA Executive Director. If no settlement of the grievance is reached between the Union and the Executive Director at this Step, the Executive Director shall reduce his/her decision to writing setting forth the facts and reasons for denying the grievance. The Executive Director shall have ten (10) days to reach his/her decision. If either party desires a verbatim record of the Step 3 proceedings, it may cause a record to be made, and the cost of such record shall be borne by the party requesting the record.

STEP 4: Binding Arbitration — The Union shall have the right to submit any unresolved issue to binding arbitration. The request for binding arbitration shall be initiated within twenty (20) days after the Executive Director's Step 3 response has been received (or considered due) by the Union. The Union shall make a written application to the New Jersey Public Employment Relations commission (PERC) requesting that an arbitrator be appointed to hear the grievance in accordance with its rules and make a final determination. The decision of the arbitrator shall be due within thirty (30) days of the hearing. If either party objects to the filing of post-arbitration briefs then post-arbitration briefs shall not be allowed. The arbitrator's decision shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the Employer and the Union. All employees shall continue to observe all assignments and rules and regulations during the pendency of a grievance and until it is finally determined, except where an imminent danger to safety and health exists.

When appropriate, the parties shall have the right to pick an arbitrator mutually agreeable to both parties and to request expedited arbitration. The cost of fees and expenses of the arbitrator shall be borne by the loser. It is agreed that any arbitrator appointed pursuant to this agreement may not in any way alter the provisions of this agreement. If either or both parties desire a verbatim record of the proceedings, it may cause a record to be made, and the cost of such record shall be either equally borne by the parties or borne by the party requesting the record.

The decision of the arbitrator shall not in any way affect the Authority's ability to operate and continue operating legally under any Federal, State, or County rule, law, permit, statutory action, or any regulatory action taken by any governmental department or agency of competent jurisdiction. An arbitrator shall take into account, prior to reaching a decision on any

grievance or disciplinary matter the impact of his/her decision on the Authority's ability to operate legally under any Federal, State or County mandate and shall indicate that his/her decision, in no way, takes the Authority out of compliance with applicable law.

Article 7. Seniority

SECTION A:

1. Seniority shall be defined as a regular full-time employee's term of continuous service with the Employer within their bargaining unit and calculated as full-time equivalent service, including prorated part-time service. Seniority may not be carried over from one bargaining unit to another. In the case of employees with the same date of hire, the current practice for determining seniority shall prevail.
2. Seniority may be lost by a "break in service". A break in service shall occur whenever an employee resigns, is discharged for cause, or retires. Seniority shall not be earned during a period of layoff but, a layoff shall not be deemed a break in service resulting in the loss of seniority. An employee who is on an approved leave of absence may accrue up to six (6) months of seniority during his or her absence. In the event an employee returns to the employ of the Employer following a break in service, no credit shall be awarded.
3. Seniority shall be earned during military service as required by the prevailing law at the time of military service.
4. Seniority shall not be earned during any period of suspension from employment, whether with or without pay, by reason of disciplinary action, unless said suspension is reversed and disciplinary action rescinded.

SECTION B: Conditional employees shall have no seniority and may be terminated during their probationary period without recourse. Upon completion of the probationary period,

employees shall be credited with the Employer and Job Title seniority retroactive to the date of initial hire.

SECTION C: Overtime shall be distributed on a rotating basis without regard to seniority.

Article 8. Layoffs and Recall

SECTION A: Should it become necessary for the Employer to layoff regular full-time employees covered by this Agreement, such layoffs shall be accomplished in the following manner:

1. If the employees within job classification are of equal skill and ability, should the layoffs of regular full-time employees be necessary, such layoffs shall be accomplished based upon seniority as defined by Article 7 and as specified below.
2. Upon layoff, the employee shall be paid all accumulated vacation benefits, as well as sick leave pursuant to Article 22 on a prorated basis. The accumulated sick leave is to be restored if the employee is recalled within two years.
3. Seniority shall not accrue during period of layoff.
4. In the event it becomes necessary to layoff regular full-time employees, the layoff shall begin with all part-time employees within the affected job classification (job title) prior to the layoff of any regular full-time employee in that job classification.
5. If the employees within the job classification are of equal skill and ability, upon layoff, inverse seniority shall be utilized. Thus, the employee with the least seniority in the affected job classification shall be laid off first, and so on through the list until all layoffs necessary have been completed. An employee in a job classification scheduled to be laid off shall "bump" a less senior employee in the same job classification. That "bumped" employee shall then be afforded the same rights as the employee who has

bumped him, and so on down the line, until such time as the least senior employee within an affected job classification has been laid off

SECTION B: Recall rights: Recalls shall be accomplished in accordance with the following procedures.

1. If the employees with the job classification being recalled are of equal skill and ability the most senior former employee laid off shall be the first employee recalled to work when a position is to be filled for which the employee is qualified. A laid off employee shall have recall rights for a period of two (2) years from the date of layoff
2. Notice of recall to work shall be addressed to the employee's last address appearing in the Employer's records, by certified mail, return receipt requested. It shall be the responsibility of the employee to notify the Employer of any change of address. The Employer shall provide said notice of recall at least two (2) weeks prior to the commencement of the recall offer. The employee shall respond, in writing, to the notice within ten (10) working days from the date of receipt or be presumed to have refused the opening. If the employee refuses two (2) recall opportunities, the employee shall be removed from the recall list, lose all seniority and recall rights, and the employment relationship shall have been terminated.
3. No new regular full-time employee shall be hired into any job classification while an employee is on layoff and possesses recall rights within that job classification.

Article 9. Employee Classification

Section A: CATEGORIES OF EMPLOYMENT

The following terms denote employee classifications that are used throughout this Agreement and in the Authority's Personnel Policies and Procedures Manual. Whenever used, their meanings are as follows for bargaining unit positions:

- A. REGULAR, FULL-TIME EMPLOYEE:** An employee who has successfully completed a six (6) month Conditional Employment period and is normally scheduled to work forty (40) hours or more per week.
- B. REGULAR, PART-TIME EMPLOYEE:** An employee who is hired to work for more than six (6) months, and is normally scheduled to work less than forty (40) hours per week.
- C. TEMPORARY AND SEASONAL EMPLOYEES:** Employees hired on a full or part-time basis for a specific period of time not to exceed six (6) months in any twelve (12) month period.
- D. CONDITIONAL EMPLOYEE:** An employee who is hired to work on a full or part-time basis for a prescribed period of time and under the conditions described herein.
- E. TEMPORARY, SEASONAL AND REGULAR PART-TIME EMPLOYEES:** Temporary, Seasonal and Regular Part-time employees are not eligible for any of the benefits in this Agreement.

Section B: CONDITIONAL EMPLOYMENT

Employees who are newly hired or accept a new position within the Authority, those who are promoted to a new job classification or have been transferred to a new assignment,

and former employees who have been rehired, are classified as Conditional Employees for a period of six (6) months beginning with the first day on the new job.

1. **PURPOSE**

The purpose of the Conditional Employment period is to give employees, new on the job, the opportunity to demonstrate that their knowledge, skills, and abilities are suitable for the position for which they have been hired.

2. **PROCEDURE**

- a. The Conditional Employee's supervisor will describe the job in detail and will provide the employee with guidance and performance standards. The employee will be evaluated on these standards on an on-going basis. At any time during the Conditional Employment period if termination is recommended, or no later than one (1) week before the six (6) month Conditional Employment period ends, the supervisor will prepare a formal Conditional Employee Performance Evaluation to rate the employee on how the major duties of the job were performed;
- b. The Conditional Employee's status with the Authority will be based upon the results of the Conditional Employee Performance Evaluation. Below Average evaluations indicate the level of performance falls below the requirements of the job and the employee does not meet the minimum requirements. In this case the employee may be terminated. In certain cases, the Conditional Employment period may be extended up to an additional three (3) months by the Executive Director;
- c. A Conditional Employee, excluding those who are promoted to a new classification or have been transferred to a new assignment, may be terminated without the application of Article 5. An employee who is a member of the bargaining unit, who

is promoted to a new classification within the bargaining unit or transferred to a new assignment within the bargaining unit, thereby becoming a conditional employee, who during the conditional employee status is notified by the Authority that the employee's performance in that position is unsatisfactory may within seven (7) days of the notice return to the position within the bargaining unit that employee was promoted or transferred from.

Article 10. Performance Review

The performance of employees shall be reviewed on a regular basis, as described below. The employee's immediate superior shall be responsible for conducting the review and for submitting the completed review to his/her Department Head for approval. The review shall consist of a written appraisal, according to standard forms, and a review of the evaluation by the employee, and shall be conducted in accordance with the Performance Review Form attached hereto as **EXHIBIT A**. Each review requires the signature of the employee, the supervisor conducting the review, and the Department Head. Division Managers and the Personnel Department are responsible for developing guidelines for supervisors to use in preparing performance reviews.

Section A: PURPOSE

The purpose of the performance review is to help the supervisor/manager evaluate the employee's performance in an objective, consistent, and uniform manner. It shall be based on job performance and employee qualifications, which shall, in turn, be based upon each position's job description and Authority work standards. In addition, the review should be used to encourage better communications between the employee and his or her supervisor.

Performance reviews assist supervisors/managers in making systematic and objective evaluations of work performance. These evaluations, in turn, are useful in determining the employment and salary status of Authority employees.

The performance review should give the employee a clear picture of where he or she stands in terms of Authority performance standards and provide an opportunity for the individual to express disagreement with any points made. Each employee should also be encouraged to seek and receive guidance in improving performances. Employees may review the completed Performance Review form to correct inaccuracies, and may make written comments concerning any of its aspects.

Section B: WHO IS REVIEWED AND WHEN

Reviews are performed at different intervals based on the employee's classification and level attained in his/her pay range. Employees who have not reached the top of their salary range are reviewed semi-annually. All other Authority employees are reviewed at least once each year. All employees who have actively worked for the Authority for the six (6) months prior to the March evaluation period shall, if they meet the criteria, be eligible for the Performance Compensation described in Article 32(1) hereof. An employee on approved leave during that six (6) month period will have the period extended and will be eligible for the Performance Compensation, if the employee meets the criteria therefor, after the employee has been actively working for a six (6) month period.

Section C: WAGE AND SALARY INCREASES

All Authority jobs are classified and assigned a minimum and maximum wage or salary range. Employees may be granted increases in pay, within these ranges upon completion of

Performance Reviews. All increases must be reviewed by Division Managers and approved by the Executive Director.

Performance Reviews are useful in determining the degree of improved performance relative to wage and salary increases and for the purpose of determining employee advancement. However, additional factors such as attendance, leaves of absence, discipline or behavior, experience, length of service, training, initiative, availability for overtime and call-in work, and increased duties and responsibilities within the same position are also considered in determining wage and salary increases.

Article 11. Benefits

All regular full-time employees of the negotiating unit are entitled to all health, dental, drug prescription, vision care benefits, short and long term disability insurance, continuation of health benefits for survivors, and extension of benefits for employees on leave of absence (hereinafter "Benefits") provided by the Employer at any given point in time to employees who are not part of the bargaining unit. Forty-five days prior to the change in any Benefits, the Employer shall notify the Union of the proposed change in Benefits unless circumstances beyond the control of the Employer prevent the Employer from providing such notification. The Employer and the Union shall meet and confer regarding the proposed change in Benefits. The decision regarding change in Benefits is solely the Employer's and is not grievable by the Union.

Chapter 78 employee contributions will remain in place. The Union agrees to accept the Middlesex County Joint Health Insurance Fund ("MCJHIF") prescription formulary, step therapy and copays, and new medical copays effective January 1, 2018.

Pursuant to N.J.S.A. 40A:10-23, the Board of Commissioners has adopted the following provisions: For currently active employees who completed fifteen (15) years of service with the MCUA/MCIA at any time during calendar year 2011 and who become eligible for Health Benefits based on twenty five (25) years or more of service will not be required to make contributions pursuant to Chapter 78 for their Health Benefits upon retirement.

Upon the Effective Date of this Agreement, the Employer agrees to allow eligible members as a group to move to a Health Plan offered by the Union. A "life-changing event" requiring retirement would allow a member to re-enroll in the Employer's program during the policy year. A member can otherwise re-enroll in Employer's program during open enrollment periods, and then only if an employee will retire the following calendar year. Employer will continue the added Saturday overtime schedule, as set forth in Article 28 herein, to offset insurance costs.

In addition to the Benefits described herein, the Employer will arrange to have copies of the results of the annual physical examination, including chest x-rays, delivered to members of the bargaining unit.

Article 12. Leaves of Absence without Pay

Section A:

The Executive Director may, at his/her discretion, grant Regular Full-Time Employees who have a minimum of one year of service, a Leave of Absence without pay for exceptional circumstances. No employee leave benefits, e.g., Vacation Leave, Sick Leave, Holiday Leave, etc. shall accrue during Leaves of Absence without pay. Entitlement to any paid leave benefits will be determined on a pro-rata basis. Regular Full-Time Employees may be eligible for

continued group life and health insurance coverage and pension system benefits on a contributory basis.

Section B:

Leaves for short and long-term disability and Worker's Compensation are considered Leaves of Absence Without Pay.

Article 13. Legal Representations of Authority Employees

All actions or legal proceedings with the exception of criminal proceedings against an Authority employee arising out of or incidental to the lawful performance of those duties, shall be defended at the Authority's expense on the employee's behalf, except for disciplinary actions instituted by the Authority against the employee.

- A. All such actions or legal proceedings shall be forwarded immediately, upon receipt, to the Executive Director by the employee.
- B. The Executive Director shall refer the matter to appropriate counsel who shall provide a defense to the employee.

Article 14. Union Rights and Privileges

Section A: INFORMATION: The employer agrees to provide all relevant information, in response to reasonable requests, pertaining to the employee's terms and conditions of employment as articulated in this Agreement, and as may be necessary for the Union to process any grievance.

Section B: RELEASE TIME: Whenever any Shop Steward or any other employee covered by this Agreement is required or scheduled to participate during working hours in

negotiations or grievance proceedings, he/she shall suffer no loss in pay or any other contractual benefit to which he/she is entitled. Such activities shall be scheduled with the approval of the Supervisor, Division Director, or Executive Director. Approval shall not be unreasonably withheld. The Shop Steward shall not conduct any other union business during the Shop Steward's workday. The Shop Steward may, with prior consent of his/her supervisor, conduct union business at the end of the workday ("wash-up" time after daily work tasks are completed). If, due to emergent circumstances, the Shop Steward is unable to conduct union business after his/her workday, or at the end of the workday, in those instances, with the prior consent of his/her supervisor, the Shop Steward may conduct union business during the Shop Steward's workday.

Section C: MEETING ROOMS: The Union or its representatives may schedule the use of meeting rooms at the Solid Waste Division, Landfill Location in East Brunswick, at reasonable hours. The scheduling of the use of rooms is subject to the prior approval of the Supervisor, Division Director, or Executive Director. Approval shall not be unreasonably withheld.

Section D: USE OF EQUIPMENT AT THE LANDFILL (EAST BRUNSWICK): The Shop Steward in the exercise of his/her duties as Shop Steward may use the following equipment (excluding supplies) located at the Landfill in East Brunswick, as may be needed at reasonable times, when such equipment is not otherwise in use: telephone, copiers and fax machines. Use of telephones and fax machines shall be limited to calling and/or faxing the Union office or Business Agent.

Section E: BULLETIN BOARD: The Union shall have the exclusive use of a bulletin board at the Landfill, East Brunswick at a location approved by the Executive Director. The bulletin board shall only be used for official union business.

Article 15. Savings Clause

Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Federal or State legislation, or any decree of a court or administrative agency of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portion thereof. The parties agree to meet and negotiate a replacement provision and where applicable bring the invalid portion within the bounds of the law.

Article 16. Educational Assistance Program

The Educational Assistance Program (EAP) has been adopted by the Employer and is available to all employees. The EAP is designed to provide employees with the opportunity to acquire knowledge and skills from recognized and accredited institutions. The EAP will enable employees to contribute more effectively and will encourage the self-development and career progress of employees. It will also assist the Employer in attracting and retaining qualified personnel.

A. DEFINITIONS

For purposes of this section, the following definitions apply:

"EDUCATIONAL ASSISTANCE PROGRAM" means a program of tuition and/or training cost reimbursement for employees who attend Authority approved courses of study at recognized/accredited educational institutions of their own choosing on their own time.

"EMPLOYEE SKILLS AND MANAGERIAL PROGRAMS" means training aimed at increasing skills and knowledge through technical and managerial programs offered by recognized/accredited institutions or organizations.

"RECOGNIZED ACCREDITED EDUCATIONAL INSTITUTIONS" means high schools, vocational & technical schools and institutes, junior and community colleges, four-year undergraduate colleges and universities and graduate colleges and universities duly recognized and accredited by authorized accrediting organizations.

B. CRITERIA AND ELIGIBILITY

The Executive Director shall ensure the following criteria are met in order to recommend reimbursement under the EAP:

1. The employee seeking EAP reimbursement must be employed by the Authority for a minimum of one (1) year;
2. A determination, in conjunction with appropriate supervisors, that the course(s) requiring EAP reimbursement relate to the employee's position within the Authority;
3. The employee will be limited to twelve (12) credit hours per calendar year at a reimbursement rate not to exceed the Rutgers University tuition rate. Equivalent credit/tuition limits will apply to non-college level courses;
4. The reimbursement covers only the cost of tuition and does not include travel, cost of books, fees, student activities, or any other expense;
5. Reimbursement will be made upon receipt by the Executive Director of an official transcript indicating a passing grade for all course work for which EAP reimbursement is sought;
6. Under no circumstances shall a grade of D or lower be approved for tuition reimbursement;
7. It is expected that employees will continue their employment with the Authority following reimbursement under the EAP. However, employees who voluntarily terminate their

employment with the Authority within six (6) months subsequent to completion of any tuition reimbursement course(s), will have the reimbursement amount deducted from their last paycheck.

C. REIMBURSEMENT PROCEDURE

To receive reimbursement after successful completion of an approved course, an Employee shall:

1. Complete and sign a Request for Reimbursement/Voucher form;
2. Attach official grade(s) and all receipts indicating cost(s) of course(s), to the Reimbursement/Voucher form;
3. Forward form and attachments to the Personnel Director's office.

D. The employer shall make reasonable efforts to provide additional training to employees who have the requisite qualifications, and who request training to effectively complete tasks performed within their job classification or related job classifications. The decision of the Executive Director regarding an employee's request for training shall be final and not grievable.

Article 17. Employee Death

If an employee dies while employed by the Authority his or her designated surviving family members, beneficiaries, or estate will receive any benefits due as defined and described in this Agreement.

Article 18. Termination Benefits And Allowances

To the extent entitled, separated or terminated employees will receive any benefits and compensation due and will have appropriate adjustments made regarding any leave earned but not taken, at the time of separation. Terminated employees may extend or convert insurance

policies and benefits coverage to the extent allowed by applicable law and as described in the Schedule of Employee Benefits.

Article 19. Vacation Leave

Section A: After six (6) months of employment, Full-time Authority employees are entitled to vacation leave with pay. All vacation leave credit is earned pro rata, based on time worked. The number of vacation days an employee may be eligible for in the first calendar year of service is pro-rated and varies according to the employee's date of employment.

Section B: Vacation Leave is credited on the first day of each calendar year in anticipation of continued employment, and may be taken at any time, between January 1 and December 31 during the calendar year it is granted, subject to the approval of the Department Head. Vacation leave does not accrue during Leaves of Absence Without Pay, or during a suspension.

Section C: Authority employees shall be granted Vacation Leave based upon their years of continuous service as follows:

LENGTH OF SERVICE ACHIEVED IN CURRENT CALENDAR YEAR	Twenty-nine (29) years AMOUNT OF LEAVE
Six (6) months	Pro-rated to end of year.
One (1) year	Ten (10) working days.
Five (5) years	Fifteen (15) working days.
Ten (10) years	Twenty (20) working days.
Twenty (20) years	Twenty-five (25) working days.
Twenty-six (26) years	Twenty-six (26) working days.
Twenty-seven (27) years	Twenty-seven (27) working days.
Twenty-eight (28) years	Twenty-eight (28) working days.

Twenty-nine (29) working days.

Thirty (30) working days.

Section D: The service period requirements for each category of Vacation Leave, above, shall be deemed fulfilled on the first day of the calendar year in which the maximum service period requirement is reached. Periods on suspension or on a Leave of Absence Without Pay, except Military Leave, shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for Vacation Leave.

Section E: All Vacation Leave earned by an employee in a calendar year must be used by the end of the calendar year, unless the Executive Director gives permission to carry over to the next year Vacation Leave earned and not used within the prior year due to business necessity of the Authority. Unused Vacation Leave may be carried forward into the next succeeding year only, however, no more than one (1) year's allotted Vacation Leave may be carried forward and may be lost if not used within that year.

Section F: If separation occurs before the end of the year, payment for any Vacation Leave due will be pro-rated. If more Vacation Leave has been taken than earned, excess Vacation Leave will be recovered by the Authority by deduction from the final pay.

Section G: Employees formerly employed on a full-time basis by municipal, county, or state government organizations participating in the Public Employees Retirement System (PERS), shall be credited with any prior government service in determining their vacation entitlement, provided no break in service has occurred.

Section H: An employee may receive pay in lieu of vacation, i.e. without taking actual time off from work, if prior to taking Vacation Leave in any single calendar year the employee resigns and gives two weeks written notice, dies, retires, is laid off in a reduction of force, or obtains an approved leave of absence.

Article 20. Holiday Leave

The following Official Holidays, with pay, shall be observed by the Authority:

- | | |
|----------------------------------|---------------------|
| 1. New Years Day | 6. Labor Day |
| 2. Martin Luther King's Birthday | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

- A. Holidays falling on a Sunday, will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.
- B. In the event that an Official Holiday is observed during an employee's Vacation Leave, the holiday will not be charged against the employees Vacation Leave. A Vacation day may not be taken on a Holiday that an employee is scheduled to work. Should an Official Holiday occur while an employee is on Sick Leave, the holiday will not be charged against the employee's Sick Leave.
- C. The Authority will close at noon on Christmas Eve and employees may leave after customary clean-up, as is the practice on Saturdays.

Article 21. Sick Leave

Authority employees are authorized ten (10) Sick Leave days per year. Sick Leave is earned pro rata, based on time worked. Sick Leave in the first year of employment shall be pro-rated, and no Sick Leave with pay will be authorized during the first three months of employment. Sick Leave does not accrue during Leaves of Absence Without Pay, or during a suspension.

- A. Sick Leave, with pay, shall include any absence that occurs on any day and succeeding days that an employee is not actively performing his/her assigned duties, provided the absence is due to any of the following:

- 1. Personal illness;

2. Accident (not incurred while in Authority service);
3. Attendance upon a member of the immediate family who is seriously ill and requires such attendance; and
4. Death of a relative not listed under Bereavement Leave, such absence not to exceed one (1) working day.

B. Sick Leave with pay shall be granted to employees, as and when needed, to the extent it has accrued.

C. Sick Leave days may be accumulated from year to year up to a maximum of thirty (30) days. Thereafter, employees will receive compensation for Accumulated Sick Leave days pursuant to the provisions of Article 22 of this Agreement.

D. Upon retirement, employees will receive a lump sum cash payment for unused Sick Leave days, up to a maximum of thirty (30) accumulated days, plus any unused Sick leave days pro-rated for the year of retirement.

E. Paid holidays occurring during a period of Sick Leave are not Chargeable to Sick Leave.

F. If termination occurs before the end of the year, or if a leave of absence is granted, and more Sick Leave has been taken than earned, excess Sick Leave will be recovered by the Authority.

G. An additional ten (10) days Sick Leave will be credited to the employee at the beginning of each successive calendar year in anticipation of continued employment.

H. Verification of Sick Leave: Immediately upon return to work, a doctor's certificate showing dates and nature of illness shall be presented by the employee for the following:

1. Out due to illness for two (2) or more consecutive days.

2. Out due to illness on the day before or the day after a .paid Official Holiday, Vacation Leave, Personal Day, or a day normally "scheduled off.
3. Out due to illness on a Monday or Friday, when a pattern exists.
4. In individual cases where a Department Head feels that Sick Leave is being abused.
5. Failure to comply may preclude the employee from returning to work and may subject the employee to disciplinary action.

I. In cases where prolonged absence is expected, a doctor's certificate must be submitted to the Employer immediately upon diagnosis. A certificate showing progress of treatment and anticipated date of return to work shall be submitted at least every two weeks or, as deemed necessary by the Employer. The Employer may also request an examination by an Authority designated physician certifying the employee's fitness to return to work.

J. Abuse and/or excessive use of Sick Leave or "patterned illness" may affect an employee's opportunities for promotion and/or salary increases, and may subject the employee to disciplinary action up to and including termination.

K. Unused sick time accumulated at any previous place of employment is not transferable to Authority records, regardless of where the prior service occurred.

L. Any employee who has been injured on the job and as a result of said injury has taken paid leave and who receives payment from Workers Compensation for lost time at work shall for each paid leave day taken remit to the Authority the daily sum received from Workers Compensation for each day of absence from work. Upon receipt of payment the Authority shall credit the employee one (1) paid leave day for each

payment received by the employee from Workers Compensation for one (1) day of absence from work. For example, if an employee is injured on the job and uses ten (10) paid leave days and receives payment from Workers Compensation for ten (10) days' absence from work, the Authority, upon receipt of the payment received by the employee from Workers Compensation, shall credit the employee with ten (10) paid leave days.

After an employee has been on approved Workers Compensation disability for greater than seven (7) days, the Authority will pay to the employee an amount equal to what the employee would have received from the Workers Compensation carrier, until such time as the carrier begins issuing checks directly to the employee. Within two (2) weeks of the date of a Workers Compensation eligible injury, the Authority will advance the initial weekly payment or payments owed from the Workers Compensation carrier to the employee. All employees shall reimburse the Authority for any and all monies advanced by the Authority under this arrangement.

Article 22. Payment for Unused Sick Leave

The Authority authorizes ten (10) Sick Leave days per year for each employee. Such Sick Leave shall be considered excess compensation benefits for the purposes of this section. Upon accumulation of thirty (30) Sick Leave days, employees must choose one of two options regarding their unused Sick Leave: employees may elect to receive cash payment for Sick Leave credited and not used during the current year, or they may authorize the Authority to invest their excess compensation benefits in the Discretionary Supplemental Retirement Plan set up by the Authority for the benefit of its employees.

Section A: CASH PAYMENT AT YEAR-END

At the end of each calendar year, employees may receive cash payment for Sick Leave credited and not used during the year. In order to qualify for cash payment at the end of the year, an employecc must have accumulated thirty (30) Unused Sick Leave days. Thereafter, payment will be made in the amount of one (1) day's pay for every one (1) day credited and not used to a maximum of ten (10) days per year. Eligible employees will receive payment after the last payroll period of the year or earlier.

Section B: INVESTMENT IN THE DISCRETIONARY SUPPLEMENTAL RETIREMENT PLAN

The Authority shall establish a Discretionary Supplemental Retirement Plan that provides for deferred compensation arrangements between the Authority and its employees. Benefits will be disbursed upon death, permanent disability, retirement, or termination of service in accord with the terms of the plan. Once established, the terms may not be altered, amended, revoked, changed or expanded without the concurrent approval of the employee and the Authority. The Discretionary Supplemental Retirement Plan allows employees to deposit their excess benefits compensation (Sick Leave time) in the plan where a variety of investment options are available to the employee. In order to qualify for the Discretionary Supplemental Retirement Plan, an employee must have accumulated thirty (30) Unused Sick Leave days. Excess benefits accrued thereafter may be put in the Discretionary Supplemental Retirement Plan.

Section C: If termination occurs before the end of the year, or if a leave of absence is granted, and more Sick Leave has been taken than earned, excess Sick Leave will be recovered by the

Authority. If termination occurs before the end of the year then excess sick leave will be recovered by the Authority by deduction from the employee's final pay. If a leave of absence is granted and more Sick Leave has been taken than earned, then the Authority will recover the excess sick leave pursuant to the provisions of Article 25 of this Agreement.

Section D: The Union agrees that the proposed amendment to N.J.A.C. 5:30 - 15.4, concerning compensation for accumulated Sick Leave, shall become effective upon its members if the amendment is formally approved.

Article 23. Leaves of Absence

Section A: MILITARY LEAVE

Any employee of the Authority who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States, and is required to engage in active duty or field training, may be granted a Military Leave With Pay for the period of such training to the extent authorized by law. Military Leave shall be in addition to authorized Vacation Leave.

Section B: PERSONAL LEAVE

After one year of service, Authority employees will receive two (2) days Personal Leave in addition to Vacation and Sick Leave for any personal purpose including the observance of periods of worship or commemoration. Personal Leave is earned pro rata, based on time worked. Personal Leave may be used in conjunction with other Leave with prior Department Head approval. Employees shall give the employer at least one (1) day notice for the Personal Leave day to be taken. Personal Leave must be used within the year authorized only and cannot be carried forward to be used in a subsequent year. Personal leave does not accrue during Leaves of Absence Without Pay, or during a suspension.

Section C: BEREAVEMENT LEAVE

Upon the death of an immediate family member, Regular Full-time employees may be granted a maximum of four (4) days Bereavement Leave, at regular rates of pay. Bereavement Leave may be granted from the day of death up to and including the day after interment, or as approved by the Executive Director. Compensation will not be given for leave occurring within the above specified time period for which an employee was not regularly scheduled for work. Vacation Leave, Personal Leave and Sick Leave are considered regularly scheduled work days for the purpose of a charge to Bereavement Leave, however, scheduled Holidays are not. Employee may be required to furnish reasonable proof an immediate family member is defined as the employee's spouse, brother, sister, child, parent, current mother-in-law, current father-in-law, grandparent or any other blood relative of an employee residing as a regular member of the employee's household or person for whom the employee is legal guardian at the time of death. (If deceased former mother-in-law or former father-in-law is grandparent of an employee's child, in that event one (1) day of sick leave can be taken.)

Section D: JURY DUTY

Any employee summoned for Grand or Petit Jury service shall receive full pay while actually performing Jury Duty service upon presentation of verification of attendance for duty.

Article 24. Attendance

Each employee is required to work the hours scheduled for his or her position. All jobs are important to the overall operation of the Authority. Chronic, excessive, or abusive absence or lateness disrupts Authority operations and affects the way fellow employees are able to do

their jobs. Each employee is, therefore, responsible for being present every day at the correct time.

While certain allowances may be made for occurrences beyond the control of an employee, chronic or excessive violations will subject the employee to disciplinary action up to and including termination. The Executive Director may, under an exceptional circumstance and for an acceptable reason, excuse an absence for an employee who has exhausted all authorized leave time. Such absences will be considered Leaves of Absence Without Pay and may affect employee performance evaluations.

Section A: DEFINITIONS:

The Authority defines its attendance policy in these terms:

1. **ABSENCE:** The failure of an employee to be present during the hours he or she is scheduled to work.
2. **LATENESS:** This occurs when an employee is not on the job and prepared to work at the time work is scheduled to begin.
3. **EXCUSED ABSENCE:** This occurs when an employee notifies his or her immediate supervisor and/or designated contact of an upcoming absence for an acceptable reason, or when notification of absence is made within a reasonable time upon the occurrence of an accident, or bona-fide personal or family emergency. An absence is excused upon approval of the Department Head.
4. **UNEXCUSED ABSENCE:** This is defined as an employee's failure to notify the Authority of an absence prior to the employee's scheduled work time, or an employee's decision to be absent even though authorization was denied when requested ahead of

time, or an absence without an acceptable reason such as an accident, or bona-fide personal or family emergency.

5. LEAVE OF ABSENCE: This includes any amount of time an employee is absent or takes time off from his/her scheduled job for vacation, sick, personal, jury duty, military service, bereavement, disability, and other absences as described in this contract.

Leaves of Absence may be with or without pay.

Section B: ATTENDANCE PROCEDURES:

1. **ATTENDANCE RECORDS.**

Each supervisor is responsible for recording, and each Department Head for approving, the attendance of employees under their supervision. Department Heads shall follow Personnel Department guidelines pertaining to the retention and disposition of attendance records.

2. **REPORTING ABSENCE OR LATENESS**

An employee who is unable to report for work or who will be delayed is responsible for insuring that his or her supervisor or designated contact is notified no later than one (1) hour before scheduled starting time. In an emergency situation, an employee is asked to call as soon as possible. Failure to provide notice may subject the employee to disciplinary action up to and including termination.

3. **CHARGING ABSENCE OR LATENESS TO LEAVE TIME**

In all cases of absenteeism or lateness, the supervisor of non-exempt employees shall inform the Department Head who will determine whether the facts call for a charge against authorized leave time remaining for the employee or, whether the

employee should be recommended for unpaid leave time if the employee has exhausted his or her vacation, sick, personal or other leave time.

4. DISCIPLINARY ACTION: UNEXCUSED ABSENCES

In regard to unexcused absences, the supervisor shall inform the Department Head who shall discuss the reason for an unexcused absence with the employee. If there are extenuating circumstances regarding the absence, disciplinary action may not be required. In the absence of justifiable extenuating circumstances however, the Department Head shall issue a reprimand for each occurrence, give it to the employee, and file a copy in his or her own records. Extenuating circumstances may include, but are not limited to, proven emergencies or accidents. Three (3) unexcused absences in any twelve (12) month period may subject the employee to major disciplinary action up to and including termination. Any employee absent for three (3) consecutive days without an excuse may be considered as having voluntarily resigned not in good standing.

5. DISCIPLINARY ACTION: LATENESS

Upon receiving notification by the supervisor of lateness, the Department Head may excuse the lateness in case of extenuating circumstances. However, unexcused, chronic, or excessive lateness is subject to disciplinary action. In such cases, the Department Head shall write a reprimand for each occurrence, give it to the employee, and file a copy in his or her own records. Three (3) unexcused latenesses in any twelve (12) month period may subject an employee to major disciplinary action up to and including termination.

6. **SEVERE AND INCLEMENT WEATHER**

The Authority operates around-the-clock each day of the year. Each Division Manager, in consultation with the Executive Director, determines the minimum staffing levels required to provide services to the public during periods of severe inclement weather. Such employees are considered essential personnel. Authority employees are expected to report for work as scheduled. However, in the event of severe inclement weather, a nonessential employee requesting leave time must call his or her supervisor or designated contact no later than one (1) hour before the employee's starting time. In cases of severe inclement weather, declared emergencies, or disasters, the Executive Director may authorize employee absences.

Article 25. Employee Sick, Vacation and Personal Leave Proration

The following formula shall apply regarding prorating sick days, vacation days and personal leave as a result of employee absences without pay:

- $1 \text{ minus } (\text{Days without pay divided by } 260) \times \text{Annual Allowed Leave Days} = \text{Adjusted leave time (Rounded to whole days)}$

The calculation is performed separately for sick, vacation and personal leaves annually. If a reduction in leave time is warranted and no leave time remains in a current year, the reduction in leave time will occur the following year.

For example:

An employee is absent 75 days during the course of a calendar year chargeable as leave of absence without pay and the employee is entitled to the following annual leaves or absences with pay:

Vacation	15 Days
Sick	10 Days
Personal	2 Days

The proration is as follows:

Vacation	1	minus	(75 Days	divided	by	260)	x
	15	Days	=	10.67	(rounded	to	11)
	Employee has 11 Vacation Days						

Sick	1	minus	(75 Days	divided	by	260)	x
	10	Days	=	7.1	(rounded	to	8)
	Employee has 8 Sick Days						

Personal	1	minus	(75 Days	divided	by	260)	x
	2	Days	=	1.42	(rounded	to	2)
	Employee has 2 Personal Days						

Article 26. Uniforms And Safety Shoes

Section A: UNIFORMS:

The current policy of employer designated uniforms and cleaning of same currently in effect shall continue for the term of this Agreement. Each employee shall receive from the Authority eleven (11) regular uniforms and two (2) coveralls.

Section B: SAFETY SHOES:

Required boots shall be provided to bargaining unit employees by the Authority. The boot allowance will be increased to \$160.00 per year. An Employee shall be required to furnish

a receipt to the Employer prior to receiving any monies towards the purchase of safety boots not directly provided by the Employer.

Any utility labor, utility labor A, mechanic, mechanic A or mechanic welder who demonstrates to his/her supervisor's satisfaction that his/her safety shoe has been damaged or worn out on the job shall be entitled to have his/her safety shoes replaced by the Authority.

Section C: EYEGLASSES:

Any mechanic welder who demonstrates to his/her supervisor's satisfaction that his/her lens and/or frames have been damaged on the job shall be entitled to have his/her lens and/or frame replaced by the Authority with the same or similar item.

Article 27. Official Workweek, Workday, Work Hours

The regular workweek and each regular workday begin at 12:01 a.m. Monday morning and end at midnight Sunday, and the normal pay period shall consist of ten (10) working days, or two (2) work weeks. The Authority operates with an eight-hour (8) workday and a regular workweek of forty (40) hours.

Section A: LUNCH AND BREAK PERIODS

Nonexempt employees who are required by the Authority to remain on the work premises at all times, may take lunch periods consisting of forty (40) minutes per workday and break periods consisting of a total of twenty (20) minutes per workday. Division Managers may determine lunch and break periods for employees who are not required to remain on the premises. Thirty (30) minutes of the lunch period for those employees who are not required to remain on the premises shall not be considered part of the workday.

Section B: SHIFT PAY

If the employer institutes shift work for its employees in the Solid Waste Division, affected employees shall receive the same shift differential pay as other Authority employees. The Authority agrees to give employees at least thirty (30) days' notice of any implementation of shift work.

Section C: STAGGERED START WORK DAY

The Authority may direct all or some of its employees to start their work day at a time that is no more than two (2) hours earlier or later than the current start of the employee's work day. The affected employee or employees shall not be entitled to any additional compensation or benefits. The Authority shall notify the Union no less than two (2) weeks prior to the implementation of a staggered start to the work day. As long as the employees possess equal skill and ability for the position, the assignment of the employee or employees to the Staggered Start Work Day shall be from a list of employees who volunteer. If more employees volunteer than are necessary, as long as the employees have equal skill and ability for the position, the selection will be based on seniority. An employee who is scheduled to work starting at a particular time and is called in to start work on that day at an earlier or later time shall not be entitled to call in pay. For purposes of this article, call-in pay shall not be paid when hours worked are contiguous to the work day.

Article 28. Overtime, Holiday and Call-In Pay

All employees are expected to complete their work in the time allotted for the normal workday and workweek. However, when overtime work is determined to be necessary, the Authority pays employees for overtime as governed by federal and state law. Overtime provisions pertain only to non-exempt, full-time employees working more than forty (40) hours

per work week. In all cases, the assignment of overtime shall be consistent, uniform, and nondiscriminatory.

The Employer recognizes the continuing need for additional work, and accordingly will institute a Saturday overtime work rotation with two (2) additional 6 hour periods, and will schedule two (2) crews of five (5) heavy equipment operators and one (1) utility worker, each month on a rotating basis for at least nine (9) months each year. Tasks to be assigned during such additional overtime periods will be assigned in management's sole discretion. The Authority shall continue the practice of filling scheduled Saturday vacancies by allowing employees from the non-working crew to work the Saturday overtime on those Saturdays when a full crew is not already scheduled.

Section A: AUTHORIZATION

No employee may be paid for work beyond the normal workday or workweek without the official authorization of his or her Department Head.

Section B: OVERTIME RATE OF PAY

Any non-exempt employee who works in excess of forty (40) hours per week will be paid at the rate of time and one-half (1-1/2) such employee's regular hourly wage rate for each hour of working time in excess of forty (40) hours in any week.

Section C: HOLIDAY RATE OF PAY

Any non-exempt employee who works on an Official Holiday will be paid at such employee's regular hourly wage rate, plus an additional rate of time and one half (1-1/2) for all hours worked that day.

Section D: CALL-IN RATE OF PAY

Any non-exempt employee who is called in, will receive call-in pay for two hours at such employee's regular hourly wage rate, plus an additional rate of time and one-half (1-1/2) for all hours actually worked.

Section E: COMPENSATORY TIME

Compensatory Time shall be awarded in the sole discretion of the Executive Director for hours worked by Union employees during the effective coverage hours of an announced snow State of Emergency declared by the State of New Jersey.

Section F: FILL IN PAY

When an employee fills in for another employee in a higher rated job classification for forty (40) or more consecutive work hours (not counting overtime) the employee shall be paid at the employee's classification, plus the percentage difference between the maximum pay for the employee's classification and the maximum of the higher classification

1. When the position of "A" Mechanic is vacant for 40 or more hours, a fill-in assignment shall be made. All other positions shall be filled as required by the Employer pursuant to past practice.
2. The Employer has the right to determine which employee will be assigned to the fill-in assignment. The assignment, when required and as determined by the employer, will be made according to the job classification being filled.
3. The forty-hour time period shall apply towards scheduled absences and unscheduled absences where fill-in is required pursuant to "1" above. In those instances not involving scheduled absences, the forty hour time period and the fill-in assignment

shall commence when the employer becomes aware that an employee will be absent forty or more consecutive hours.

Section G: SNOW REMOVAL

Other than the main parking lot and paths to the office, bargaining unit employees shall perform snow removal during non-business hours, subject to call-in.

Article 29. Personnel Records

The Authority Personnel Department is required to maintain personnel records for all Authority employees. These include the individual's application for employment, date of appointment and promotions, job titles, payroll and salary changes, commendations, disciplinary action, leaves of any kind taken or accumulated, performance appraisals, and other personnel actions. Personnel records will not be released other than to the subject employee upon request, an authorized representative of the employee, or Authority representatives in connection with their official duties. Supervisor's or employee's notes that predate the employee's last performance evaluation shall not be admissible in any disciplinary proceeding unless the subject of the notes is contained in the employee's personnel file.

Article 30. Health And Safety Policy

Section A: The Authority will maintain standards of performance to protect the health and safety of its employees. To accomplish this objective, the Authority is committed to operate in accordance with and in compliance with all applicable health and safety standards and all applicable laws and regulations.

Section B: The members of the Negotiation Unit shall select the individual who will serve on the Authority's voluntary health and safety committee.

Section C: The Authority may conduct medical examinations or screenings where there is evidence of a job performance or safety concern; where periodic examinations or screenings are required by federal, state, or local laws; when necessary to determine current fitness to perform a particular job; and when voluntary examinations are part of employee health programs.

Medical examinations or screenings of employees shall be coordinated through Central Administration. If a medical examination or screening concludes an employee's ability to perform the duties of his or her job is impaired or that an employee's physical, mental, or emotional condition poses a risk to him/herself, co-workers, the public, or the workplace, said employee may be relieved of his or her duties, placed on sick leave pending a thorough investigation. In the event that the Authority's investigation reveals that the Authority should not have relieved the employee of his or her duties, then the employee shall be restored to active duty and his or her sick leave shall be restored.

A detailed, confidential report, stating all relevant facts, conditions, circumstances, and medical findings regarding the employee's ability to perform, shall be prepared at the request of the Executive Director to determine an appropriate course of action regarding the employee's status with the Authority. The Authority shall attempt to reasonably accommodate employees affected by this policy.

Section D: Current employees are subject to testing to determine whether they have drugs and/or alcohol in their bodies while performing job-related duties on or off Authority premises when a reasonable individualized suspicion exists that an employee is under the influence of drugs and/or alcohol. A refusal to test will be considered a breach of Authority policy and will subject the employee to disciplinary action up to and including termination of employment.

REASONABLE SUSPICION DRUG/ALCOHOL TESTING PROCEDURES

In order to implement the foregoing policy, the Authority has developed a procedure to be followed by all supervisors when they have a reasonable individualized suspicion that an employee is under the influence of illegal drugs, alcohol or inappropriate legal drugs while performing job-related duties on or off Authority premises. This procedure is intended to accomplish the following:

1. To ensure that an employee's ability to perform the duties of his/her job is not impaired or that an employee's physical, mental, or emotional condition does not pose a risk to him/herself, co-workers, the public, or the workplace because of drug or alcohol related activities.
2. To set standards for the implementation of drug-alcohol testing procedures when a supervisor has a reasonable individualized suspicion that an employee is under the influence of illegal drugs while performing job-related duties on or off Authority property.
3. To ensure that provisions of the drug/alcohol testing procedure set forth below are implemented in a manner which is fair to employees and which achieves reliable results.
4. To set forth an appropriate course of action regarding an employee's status with the Authority if testing undertaken pursuant to this policy and procedure demonstrates that an employee has had illegal drugs, alcohol or inappropriate legal drugs in his/her body while performing job-related duties on or off Authority property.

DEFINITIONS

For purposes of this section, the following words have the following meanings: "Alcohol" or "Alcoholic Beverage" means any fluid or solid capable of being converted into a fluid, suitable for human consumption, and having an alcohol content of more than one-half of one percent (1/2 of 1%) by volume, including alcohol, beer, ale, porter, naturally fermented wine, treated wine, blended wine, fortified wine, sparkling wine, distilled liquors, blended distilled liquors, and any brewed, fermented or distilled liquors fit for use for beverage purposes or any mixture or any mixture of the same, and fruit juices. (N.J.S.A. 33:1-1(b); see also N.J.S.A. 2A:22A-3).

"Drugs" mean controlled dangerous substances as set forth in N.J.S.A. 24:21-1 et seq. And all chemicals that release toxic vapors as set forth in N.J.S.A. 2A:170-25.9 et seq. The term drugs also includes controlled medication not prescribed for current personal treatment by a licensed medical professional in a medical setting to address a physical, emotional, or mental condition.

"Reasonable Individualized Suspicion Drug/Alcohol Testing" means drug/alcohol testing based upon a reasonable belief that drug or alcohol-related activity is taking or has taken place and that a particular employee is involved in that drug or alcohol-related activity in violation of Authority policy. This belief must be drawn from specific objective and articulate facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

1. Observable phenomena, such as direct observation of drug or alcohol use and/or physical symptoms or manifestations of being under the influence of drugs or alcohol;

2. Abnormal conduct or erratic behavior while at work, physical appearance, carelessness, absenteeism, tardiness, or deterioration in work performance;
3. A report of drug or alcohol use provided by reliable and credible sources;
4. Corroboration of any such observation, conduct and/or report;
5. Evidence that an individual has tampered with a drug/alcohol test during his/her employ with the Authority;
6. Information that an employee has caused, or contributed to an accident while at work;
7. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs and/or alcohol while working or while on Authority premises or operating Authority vehicles, machinery or equipment;
8. Other facts contributing to suspicion of drug or alcohol-related activities.

TESTING PROCEDURE

All current employees are subject to testing to determine whether they have drugs and/or alcohol in their bodies while performing job-related duties on or off Authority premises when a reasonable individualized suspicion exists that an employee is under the influence of drugs and/or alcohol. If an Authority supervisor has a reasonable individualized suspicion that an employee is under the influence of drugs or alcohol, the supervisor shall take the following steps:

1. Immediately relieve the employee of his/her duties;
2. Verify the suspicion with objective evidence/observations of others if possible;

3. Immediately call the Department Head to verify the employee's condition. If the Department Head is not available, call the Division Manager (or, in his absence, the Personnel Director or designee) for verification;
4. If, in the opinion of the Department Head, Division Manager, or the Personnel Director or designee, reasonable individualized suspicion exists that an employee is under the influence of drugs and/or alcoholic beverages, the Department Head, Division Manager, or the Personnel Director or designee shall respond as follows:
 - (a) The employee shall be advised that he/she is believed to be under the influence of drugs/alcohol and is required to test for drugs or alcohol;
 - (b) The employee's options shall be explained to him/her as follows:
 - (i) The employee may consent to drug/alcohol testing; or
 - (ii) The employee may refuse to submit to drug/alcohol testing, in which case he/she shall be considered in breach of Authority policy and shall be subject to immediate disciplinary action up to and including termination.
 - (c) Arrangement for transportation of the employee shall be made as follows:
 - (i) If the employee consents to testing, the supervisor, Department Head, Division Manager, or Personnel Director or designee shall immediately arrange for the employee to be transported to the designated medical center for testing. Transportation shall be provided by Ambulance, EMT, or similar professional transportation service as determined by the Authority.

(ii) If the employee refuses to submit to drug/alcohol testing, the supervisor, Department Head, Division Manager, or Personnel Director or designee shall call the person listed in the employee's file as his/her emergency contact and arrange for the employee to be transported out of the plant. If such contact cannot be made, transportation as described in (c) above, shall be provided to the employee's home.

(iii) If the employee agreed to drug/alcohol testing, the Department Head, Division Manager, or Personnel Director or designee will verify that the employee has arrived at the designated medical center and that testing is performed. In addition, the person listed in the employee's file as his/her emergency contact shall be called and informed of the action taken by the Authority, the employee's current location, and the need for transportation to the employee's home. If such contact cannot be made, transportation, if required, shall be provided by the Authority, as described in c) above, to the employee's home.

5. All testing shall be performed in accordance with the policies and procedures of the designated medical center for drug and/or alcohol testing;

6. The employee may be subject to testing for the following substances: all drugs as defined above, alcoholic beverages as defined above and legal substances at abnormally high levels; The screening methods utilized by the designated medical center shall be urine samples. When determining the appropriate testing procedures to be utilized, all efforts shall be made to select the least intrusive procedure that will yield reliable results.

7. After every positive result, a confirmation test will be conducted by the designated medical center, or other appropriate testing agency as designated by the designated medical center, prior to the designated medical center's formally notifying the Authority of a positive test result. Within the intent of this policy, a confirmation test is a test conducted with greater sensitivity to the identification and level of any drug present in a sample originally provided by the employee;

8. An employee awaiting pending test results may be suspended with pay during the time required for a specimen to be evaluated.

SEARCHES

At the request of the Authority, based upon a reasonable individualized suspicion that an employee is engaging in, or has engaged in, drug or alcohol-related activity, including the sale, possession, or use of drugs and/or alcoholic beverages, an employee shall be required to:

1. Submit to a search of his/her person and/or any personal article brought to Authority premises, to an Authority worksite, or in his/her possession, custody or control while on Authority premises.
2. Submit to seizure of any drugs or alcoholic beverages found in employee's possession. Suspected illegal substances will be turned over to appropriate law enforcement authorities. The employee will be required to furnish the Authority

with a physician's name and/or prescription for confirmation of the prescription of a legal substance found in the employee's possession.

3. Submission to a search of personal articles shall include the search of any vehicle brought to Authority premises, to an Authority worksite, or used on Authority business. Such a search shall be conducted by the appropriate law enforcement authorities.
4. The Authority also reserves the right to search any desk, file locker, or other stationary container provided to employees by the Authority.
5. Refusal to submit to a search as described above will result in disciplinary action to be determined by the Authority.

REPORT OF FINDINGS

Upon receipt of test results, or upon suspension if employee refuses to test, Personnel Director or appointed designee shall prepare and submit to the Executive Director a confidential report outlining the following:

1. Facts contributing to suspicion of drug or alcohol-related activities;
2. Indication of employee consent or refusal to test;
3. Description of the actions taken by supervisors and/or managers;
4. Description of any searches undertaken, if applicable, and results;
5. Indication of employee explanation and/or accounts, if any;
6. Medical findings with respect to employee's ability to perform the duties of the job;
7. Recommended actions and/or alternatives.

The Executive Director shall make a determination and inform the employee regarding his or her status with the Authority. Such determination will be based on the Report of Findings and, as warranted, may include any of the following:

A. NEGATIVE TEST RESULTS

If the tests are negative for drug or alcoholic substances, the employee will be directed to pursue medical treatment or follow-up in order to ascertain the cause of the behavior demonstrated. Depending on the behavior demonstrated, the employee may be subject to disciplinary action. The employee may use Sick Leave or other authorized leave and may be required to secure medical clearance to return to work.

B. POSITIVE TEST RESULTS

If tests are positive for drugs and/or alcoholic substances, the employee is subject to Authority disciplinary procedures. The employee may be temporarily suspended and may not return to work until such time as the Authority determines an appropriate course of action regarding his/her employment status.

PENALTIES

In addition to any other civil or criminal penalty, which is applicable, any employee who is convicted of the illegal manufacture, distribution, dispensation, possession or use of an illegal drug or alcohol in the workplace is subject to termination of employment.

Without restriction, and at its sole discretion, the Authority may discipline or discharge an employee on the basis of a confirmed positive drug or alcohol test and may take any other appropriate action regarding drug and alcohol use which it deems appropriate. In deciding what action to take, the Authority may consider the nature of the offense

charged; the employee's present job assignment; the employee's employment record with the Authority; the disposition of the subject drug/alcohol-related charge by law enforcement officials; or the courts, if any; the impact of the offense charged upon the conduct of Authority business; the employee's treatment or rehabilitation efforts; and any other factors which it deems relevant.

In its sole discretion, depending on the facts and circumstances of a particular incident, the Authority may refer an employee found to have violated the Authority's policy on drug/alcohol use to an approved employee assistance program for assessment, counseling, and referral for treatment or rehabilitation purposes. However, the Authority is under no obligation to afford any employee such opportunity and shall not be responsible for any costs associated with such assistance. In the event the Authority makes such referral, the employee shall be required to provide the Authority with a certification of ongoing and/or completed treatment and any other related information deemed relevant to the employee's status with the Authority.

The Authority may adopt rules and regulations to implement the Health and Safety Policy contained in this Article. Any employee disciplined for alleged violation of this Article or the Authority's rules and regulations implementing this Article shall be subject to the rights and obligations contained in Article 5 of this Agreement entitled "Disciplinary Action" and Article 6 of the Agreement entitled "Grievance Procedure".

If during the term of this Agreement, the NJDOT changes its drug/alcohol testing protocol and procedures the revised NJDOT protocol and procedures shall govern.

Article 31. Anti-Harassment/Discrimination Policies and Procedures

Section A: The Authority opposes harassment and discrimination in any form on the basis of age, race, creed, color, nationality, ancestry, marital, civil union, or domestic

partnership status, sex, handicap and/or disability, affectional or sexual orientation, gender identity or expression, service in the armed forces, atypical hereditary cellular or blood trait, genetic information, refusal to submit to genetic tests, or refusal to make available results of genetic tests whether by or against any employee of the Authority, or by or against any other party having business-related interaction with the Authority. The Authority also emphasizes its commitment to the belief that all individuals who work at the Authority have the right to enjoy a work environment, whether within the Authority or outside of it, free of inappropriate conduct and communications.

Any Individual who has been subjected to harassment or discrimination based upon membership in any of the classes described above, and/or because of any of the reasons described in this section, or who has witnessed any incident of such harassment or discrimination should report the matter without delay in accordance with the complaint procedures detailed below. The Authority will investigate accordingly. Authority employees should know that such conduct will not be tolerated, and that they are expected to become thoroughly familiar with these policies, and to place them into practice on a daily basis. Violation of these policies is considered serious and will subject violators to disciplinary action, up to and including termination of employment.

Section B: EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Middlesex County Utilities Authority is an Equal Employment Opportunity Employer. It is the policy of the Authority to actively seek and employ the best person qualified to perform the duties of each position without regard to age, race, creed, color, nationality, ancestry, marital, civil union, or domestic partnership status, sex, handicap and/or disability, affectional or sexual orientation, gender identity or expression, service in the armed

forces, atypical hereditary cellular or blood trait, genetic information, refusal to submit to genetic tests, or refusal to make available results of genetic tests.

It is also the policy of the Authority not to bar, discharge or require to retire from employment or to discriminate against any individual in compensation or in terms, conditions or privileges or employment based upon age, race, creed, color, nationality, ancestry, marital, civil union, or domestic partnership status, sex, handicap and/or disability, affectional or sexual orientation, gender identity or expression, service in the armed forces, atypical hereditary cellular or blood trait, genetic information, refusal to submit to genetic tests, or refusal to make available results of genetic tests. All Authority employees are expected to accept these principles and reflect their spirit in everyday relationships with fellow employees.

Section C: HARASSMENT POLICY

Sexual harassment in any form is against the law and will not be tolerated by the Authority. The Authority is committed to the belief that all individuals who work at the Authority have the right to enjoy a work environment, whether within the Authority or outside of it, free of inappropriate conduct and communications based on the employee's gender. The Authority opposes sexual harassment in any form, whether by or against any employee of the Authority, or by or against any party having business-related interaction with a representative of the Authority, and regardless of whether the victim is male or female. Authority employees should know that such conduct will not be tolerated, and that the policies set forth herein will be vigorously enforced.

Sexual harassment is not only offensive and degrading to the individual subject to it, and detrimental to the morale of coworkers, it is also illegal, being contrary to both state and

federal laws against discrimination. Any individual found to have engaged in, or participated with another in, sexual harassment will be subject to disciplinary action, including, but not limited to oral or written reprimands, suspension with or without pay, reassignment to another position as deemed appropriate by the Authority, adverse effect on compensation, and termination of employment. One who engages in, or participates with another in, sexual harassment may also be subject to personal liability to the victim of the conduct at issue. In addition, pending the investigation of any complaint of sexual harassment, as described below, the individual charged with making determinations on any charge of sexual harassment retains the discretion whether to impose a temporary reassignment of the parties involved if the circumstances so warrant.

Section D: PROHIBITED CONDUCT

Sexual harassment occurs when one individual attempts to make another employee's submission to unwelcome sexual demands or overtures a condition to his or her continued employment, the terms, conditions or the benefits thereof, or an employment decision of any kind affecting the terms, conditions or the benefits thereof, or an employment decision of any kind affecting that employee. This type of sexual harassment typically involves a promise of favorable employment action in exchange for sexual favors, or an implicit or explicit threat that if the employee does not accede to the sexual demands or overtures, the employee will lose his or her job, receive unfavorable performance reviews, be passed over for promotions, or suffer other adverse employment consequences.

Sexual harassment also occurs when one person harasses another solely because of the victim's gender. This type of sexual harassment may involve unwelcome sexual demands or overtures, but may also take the form of other harassing conduct not necessarily sexual in

nature. If a reasonable person of the victim's gender would consider the conduct intimidating, hostile, or as creating an offensive working environment, then sexual harassment has occurred. Such conduct would include unwelcome sexual touching and comments. For example, such prohibited conduct would include:

1. Physical contact such as hugging another or placing one's arm around the other;
2. Sexual flirtations, advances, and propositions;
3. Sexually degrading words used in reference to an individual;
4. Comments on the speaker's own sexual abilities or those of other co-workers;
5. Display of offensive pictures or objects such as magazines, posters or calendars which are of a sexual nature;
6. Teasing, joking and remarks of a sexual nature;
7. Comments of a sexual nature on, or staring at, an individual's physical attributes;
8. Questions about sexual conduct;
9. Repeated requests for a date after prior requests have been refused, or the proposed invitee has stated that he or she is not interested in such social contact;
10. Pressure for sexual favors;
11. E-mail or electronic communications, bulletin boards and/or web sites containing offensive or sexual pictures, messages or jokes; and
12. Other harassment of a non-sexual nature that is engaged in due to the gender of the individual.

In order to constitute sexual harassment the conduct need not be sexual in nature, provided that it is occurring solely because of the victim's sex. For example, with respect to women, this would include comments about the lesser abilities, capacities, or the "proper role"

of members of the female sex. It would also include subjecting a woman or man to non-sexual harassment solely because of her or his gender. Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite-sex or same-sex harassment.

The conduct described above would constitute prohibited sexual harassment even if the actor did not intend to injure or harass the victim. It is no excuse or justification for the conduct that the actor was only "joking". The conduct would still constitute sexual harassment even if the victim is strong enough to endure it without any emotional or psychological impact, harm, or damage. The types of conduct described above need not even be directed at a particular individual for that individual to be the victim of sexual harassment; this is because the working environment in which an employee exists and works is directly affected by the treatment of coworkers if they are the subjects of sexual harassment.

Section E: COMPLAINT PROCEDURE

Any individual who has been the subject of sexual harassment or discrimination, or who has witnessed any incident of sexual harassment or discrimination (hereafter the "Complainant), should report the matter without delay to the Authority's Human Resources Manager. Any supervisor who witnesses any incident of sexual harassment or discrimination

or who has received a complaint of sexual harassment or discrimination shall immediately refer the matter to the Human Resources Manager.

Upon being advised of any claim of sexual harassment or discrimination, the Authority will appoint an investigator ("the Investigator") who will promptly and thoroughly investigate the matter. If the investigation confirms that sexual harassment or discrimination has occurred, the Authority will then take appropriate and swift remedial action.

In order to further the investigation by the Authority of any claim of sexual harassment or discrimination, all individuals are encouraged to report any incident of sexual harassment or discrimination to which they are subjected, or which they may have witnessed, pursuant to the complaint procedure described in this section. The Authority will then investigate the matter by communicating not only with the parties involved, but also with those who have witnessed it or otherwise have knowledge of it.

The Complainant should be prepared to provide full and complete information regarding the incident. Based on the information provided, if appropriate, a written Statement of Complaint in the form of an Affidavit or certification may be prepared and, if so, the Complainant will be asked to sign the document.

A similar investigation will be undertaken with the actor alleged to have engaged in the conduct at issue. If appropriate, a statement either in the form of an Affidavit or Certification may also be taken from that person. If appropriate, the investigator may then discuss with each of the parties the information and responses obtained from each of them, and, if necessary, other evidence compiled, in order to obtain any further pertinent information from the Complainant and from the alleged actor.

Thereafter, and based on all of the information obtained in the investigation, the Investigator will make a recommendation as to whether a determination that sexual harassment or discrimination has occurred is warranted, and, if so, what the appropriate discipline or resolution should be. In the event that a determination is warranted, the Investigator will base the determination on the investigation, supplemented by further investigation if deemed necessary. Any discipline or other action, which may then be found appropriate, will be promptly implemented.

At the conclusion of the investigation, each of the parties involved will be advised of the outcome and of the discipline, if any.

Section F: CONFIDENTIALITY

It is the Authority's goal, both during the investigation and thereafter, to maintain confidentiality to the fullest extent possible, including confidentiality of the identities of all persons involved or alleged to be involved in the incident, revealing only those particulars of the matter to the extent necessary for a thorough investigation. Any individual who unnecessarily compromises the confidentiality of an investigation will be subject to appropriate discipline.

Section G: RETALIATION PROHIBITED

All Authority employees should be aware that no retaliation whatsoever will be permitted against one who complains of any incident of sexual harassment or discrimination, or who assist in the investigation thereof. Any employee who is found to have committed a retaliatory act against a person who has complained of harassment or discrimination or participated in an investigation of harassment or discrimination shall be subject to appropriate discipline.

After the matter is concluded, and if a determination is made that sexual harassment or discrimination has occurred, in addition to imposing the appropriate discipline on the actor involved, the Authority will follow up with the person who was subjected to the harassment or discrimination to determine whether the conduct at issue has ended, and to ensure that there has been no new occurrence of sexual harassment or discrimination by the original actor, or by anyone else in retaliation for the complaint made.

Article 32. Wages

1. For regular full-time employees who are members of the bargaining unit

10/1/2020 2.0 % Base Salary Increase Any retroactive wage adjustments for the period between October 1, 2020 and December 31, 2020 will be included with 2021 wages and not counted as pensionable.

In addition, regular full-time employees who score 20 or more on their March 2021 Performance Evaluation shall receive the sum (Performance Compensation) of One Thousand (\$1,000.00) Dollars.

10/1/2021 2.25 % Base Salary Increase Beginning in 2018, performance-based merit increases will be \$100.00 per point until second year anniversary of employment when merit increase becomes \$150.00 per point for new employees hired after October 26, 2017.

Performance-based merit increases for current employees, hired before October 26, 2017, will be \$200.00 per point based upon their March 2022 evaluation retroactive to January 1, 2022 and thereafter will be \$150.00 per point for future performance based merit increases.

In addition, regular full-time employees who score 20 or more on their March 2018 Performance Evaluation shall receive the sum (Performance Compensation) of One Thousand (\$1,000.00) Dollars.

10/1/2022 2.25 % Base Salary Increase Performance Based Merit Increases will be \$100.00 per point until second year anniversary of employment when Merit Increases becomes \$150.00 per point for all employees.

In addition, Regular full-time employees who score 20 or more on their March 2021 Performance Evaluation shall receive the sum (Performance Compensation) of One Thousand (\$1,000.00) Dollars.

2. All other members of the bargaining unit who are currently not at the top of the range for their job classification shall be entitled, in addition to the annual October increase set forth above, to merit based progression increases effective on or before March 31 and September 30 of each contract year. These progression increases will be based upon the employee's performance evaluation. Once the employee reaches the top of the range, he/she shall be eligible for Performance Compensation as defined above, but shall no longer receive merit pay increases. Performance Compensation shall not be added to the employee's base salary.

3. Equipment Operators shall receive an additional 20 cents per hour as stand-by compactor differential pay for potential operation of the pusher. An Equipment Operator who operates a pusher for an eight-hour day (or more than 4 hours if the pusher breaks down) shall be entitled to an additional 40 cents per hour (a total of 60 cents differential per hour) as assigned compactor differential for each such day. Such differentials shall be paid only for hours actually worked. They also shall not be deemed part of base pay in any respect.

4. Employer agrees to establish a Utility A position, which is to be filled at Employer's discretion, with pay established consistent with Employer's existing Personnel Policies and Procedures Manual.

Article 33. Successors And Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors, purchasers, and assignees.

Article 34. Duration

Section A: This Agreement shall be effective October 1, 2020 and shall extend through September 30, 2023.


Section B: This Agreement shall continue in full force and effect from year-to-year, unless one party or the other gives notice, in writing prior to the expiration date of this Agreement of a desire to change or modify this Agreement.

Section C: Should either party request, the parties do hereby agree that they shall commence negotiations for a successor Agreement on or before June 15, 2023.

Section D: Should agreement not be reached for a successor Agreement by October 1, 2023 all rights, privileges, and responsibilities under this Agreement shall be continued until a new successor Agreement is agreed upon and signed.


IN WITNESS WHEREOF, the Parties hereto have caused their presents to be signed
by their authorized officers this day and year first above written.

MIDDLESEX COUNTY UTILITIES AUTHORITY

By:  1/27/23
Joseph Cryan, Executive Director

Dated:

LOCAL 255 UNITED SERVICES WORKERS UNION/IUJAT

By:  1/25/23

Dated: