

COLLECTIVE BARGAINING AGREEMENT

between

**ATLANTIC COUNTY UTILITIES
AUTHORITY**

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 68**

JANUARY 1, 2023 - DECEMBER 31, 2024

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ARTICLE 1 - PURPOSE

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

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

ARTICLE 2 - RECOGNITION

The Authority recognizes and acknowledges that pursuant to the New Jersey Employer-Employee Relations Act, the Union has been certified as the sole and exclusive bargaining agent for all the Authority's eligible full time regular employees as contemplated by the Certification of Representatives of the State of New Jersey Public Employment Relations Commission and as listed under Appendix A attached hereto.

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

ARTICLE 3 - UNION RIGHTS

A. Union Visitation: The Accredited representatives of the Union shall be permitted to enter the Authority premises, after giving advance notice to the President of the Authority, during working hours, with the provision that at no time shall such visitation rights interfere with the work requirements of any employee or the operation of their department or the Authority.

B. Bulletin Boards: The Union may post notices and bulletins on the Union-designated bulletin boards as mutually agreed upon. Any material posted must be signed by a shop steward, dated and clearly identified as to its source.

C. Union Dues: The Authority agrees to deduct Union monthly uniform membership dues, fees and assessments from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Authority in writing by the Union, and the aggregate deductions of all employees shall be remitted to the Union by the 15th of the following month, together with a list of names of all employees for whom deductions were made.

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

D. **Workplace Democracy Enhancement Act:** The Authority and the Union acknowledge their obligations set forth in the New Jersey Workplace Democracy Enhancement Act, and agree to comply with those obligations.

ARTICLE 4 - MANAGEMENT RIGHTS

The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of New Jersey, and the United States of America; except as may be specifically modified in this Agreement. It is recognized that there are certain functions, responsibilities, and management rights exclusively reserved to the Authority, among which are the direction and operation of the Authority, the determination of the number and location of its facilities, the size of departments, the types of work performed, the schedule of production, work assignments of the employees, the operation of a job evaluating system, the machinery, tools and equipment used, and the making and enforcing of rules and regulations for production and the discipline and safety of employees.

None of the rules and regulations so formulated or as changed from time to time shall be inconsistent with this Agreement. Subject to the terms of this Agreement, the promotion, demotion, transfer, discharge or discipline for just cause and layoffs are the sole function of the Authority. All the terms and conditions of employment not set forth herein or not covered by existing statutes are hereby reserved by the Authority as its management prerogatives and rights.

ARTICLE 5 - NO STRIKE-NO LOCKOUT PLEDGE

During the term of this Agreement or any extension thereof the Union agrees that there shall be no strikes, walkouts, or stoppages of or interference with work and the Authority agrees that there will be no lockout during the term of this Agreement or any extension thereof.

ARTICLE 6 - SENIORITY

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

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

ARTICLE 7 - NO DISCRIMINATION

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

ARTICLE 8 - BEREAVEMENT DAYS

For absence due to death of a member of an employee's immediate family the employee shall receive up to three days off with pay, providing such time is used to attend the funeral, memorial services, or to make arrangements. "Immediate family" is defined as husband, wife, civil union partner, domestic partner, children, parents, grandparents, brother, sister, mother-in-law, father-in-law, foster parents, step parents, foster children, step children, foster siblings, and step siblings. If services are separated by more than two (2) weeks from the date of death, a written request from the employee will be reviewed and considered for approval Human Resources.

For absence due to death of other family members of the employee, an employee shall be entitled to one day off with pay providing such time is used to make arrangements and attend the funeral or memorial services. "Other family member" is defined as aunts, uncles, brother-in-law, sister-in-law, first cousins, nieces, and nephews.

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

ARTICLE 9 - JURY DUTY

An employee who is summoned for jury duty shall be reimbursed by the Authority for time when the employee must physically be at the court house serving in

the capacity of a juror. Employees summoned to jury duty will be paid their regular hourly rate (straight time earnings) by the Authority during the period of such service, provided, however, that upon receipt of payment from the court, the employee will turn over such payment to the Authority, less traveling expenses reimbursed to the employee by the court.

The employee shall turn over to their supervisor documentation from the court showing the duration of the jury duty. Employees in their introductory period shall not be entitled to jury duty pay.

ARTICLE 10 - LEAVE OF ABSENCE

A. New Jersey Family Leave Act and Federal Family and Medical Leave Act. Employees who have worked for the Authority at least 1,000 hours (State law) or 1,250 hours (Federal law) in the preceding twelve months, and who have been employed for at least twelve months, may be entitled to family leave under State or Federal law. An employee who seeks family leave will receive the more advantageous benefit, i.e. federal or state, for any given situation. Generally, family leave is available for employees in the event of birth, adoption or foster care of a child; to care for a parent, parent of spouse, child or spouse with a serious health condition; or for the employee's own serious health condition. Please see the Human Resources Department for a complete explanation of Federal and State family leave laws. Employees utilizing FMLA for themselves will be required to utilize all accrued sick time before utilizing unpaid leave. Employees utilizing FMLA or NJFLA for eligible dependents may elect to use up to 40 paid sick hours in a calendar year. Employees may use their allowable

accrued paid sick, vacation or compensatory time, when paid time is exhausted, they may go into unpaid status to complete their Family Leave.

B: - NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

Provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave may run concurrently with any available paid sick, vacation, personal or compensatory time. If the employee requests leave for a reason covered by both the NJ SAFE Act and the NJ Family Leave Act, or the federal Family and Medical Leave Act the leave shall count simultaneously against the employee's entitlement under each respective law.

C. - New Jersey Paid Family Leave

New Jersey law provides up to twelve (12) weeks of Family Leave Insurance Benefits. Benefits are payable to covered employees from the New Jersey State Plan which requires the employee to complete and submit all sections of the New Jersey FL-1 application.

If needed, employees are to contact Human Resources for information and documentation to apply for New Jersey Family Leave, Federal Family and Medical Leave, NJ SAFE leave and New Jersey Paid Family.

D - Worker's Compensation

A Leave of Absence will be granted to any employee that sustains a long-term workplace injury that is being compensated through ACUA's Workers' Compensation Insurance carrier. Those employees will continue to earn their ACUA provided benefits while on Leave of Absence which, if available, run concurrently with FMLA as of day two of the absence.

ARTICLE 11 - MILITARY LEAVE

Employees will be paid according to federal and state laws for Military Leave. The Authority will grant military leave time to employees in either the New Jersey Guard or the United States Reserves. Military leave is in addition to accrued vacation and personal time. The status of the leave, whether paid or unpaid, depends on the type of service the employee is called to perform, the unit they serve and their employment status. Employees in the military should notify their immediate supervisor and provide a copy of their official orders at least thirty (30) days before leave is required, when practicable. Military personnel will be granted leave without pay for weekend drills. Employees may use accrued vacation or personal time for weekend drills. The Authority will comply with all federal and state laws regarding military leave.

ARTICLE 12 - HOLIDAYS

A. The Authority recognizes the following holidays:

New Year's Day*

Independence Day

| | |
|-----------------------|------------------------|
| Dr. King's Birthday | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day* |
| Memorial Day | Day after Thanksgiving |
| | Christmas Day* |

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday; if the holiday falls on a Sunday, the following Monday will be observed as a holiday.

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

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

C. The Authority agrees to post a schedule, in writing of the holidays to be worked in the following year during December of the preceding year or when the collective bargaining agreement is adopted. Employees can request off on the holiday by submitting a time-off request no sooner than two (2) months prior to the said holiday. Time-off requests will be granted if staffing levels permit. Once an employee has been offered to have off on a holiday, they will not be eligible again until all employees have been given the opportunity to have off on a holiday when they were eligible. Employees approved to be out of work will not be required to use a sick, vacation or personal leave for requesting off on the holiday. Should it become necessary to schedule work on any holiday not on the posted schedule, the Authority will give

employees a minimum of ten (10) days notice, and will attempt to staff by volunteers before assigning regular employees. If regular employees are assigned, they will be selected based on reverse seniority. The list for reverse seniority for each holiday shall start at the last person who was required to work on the previous holiday.

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

E. If an employee is required to work on any of the foregoing holidays, the employee will receive time and one-half for work performed on the holiday, plus eight (8) hours pay at the straight time rate for the holiday providing the employee is in a paid status for 40 hours during the week the holiday occurs. If an employee's normal shift is more

than eight (8) hours per day for four (4) or more days in the work week, the employee will be paid holiday pay based on their normal shift.

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

G. In order to receive holiday pay, employees must be in a paid status for the regularly scheduled workday before and the regularly scheduled workday after the holiday. Should an employee fail to work on a scheduled holiday, the employee will not be paid for said holiday. Should an employee call in sick or personal on a regularly scheduled workday before or after a holiday, or on the holiday itself if scheduled to work, a doctor's certificate or other acceptable written verification is required in order to be paid for the use of sick or personal time.

H. Employees that are required to work any of the three Saturdays after Thanksgiving, Christmas or New Year's that call out sick or personal are required to submit a doctor's certificate or other acceptable written verification for the absence. If verification is not submitted, the employee will not be paid for the Saturday and will be considered to be in an unpaid status for the day.

ARTICLE 13 - VACATION LEAVE

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

| | | |
|----------|---------------|-------------------------------|
| 0 | 1 year..... | 7.33 hours per complete month |
| 1 | 5 years..... | 88 hours |
| 6 | 15 years..... | 128 hours |
| 16 | 25 years..... | 168 hours |

No vacation leave shall be earned for any month in which the employee is absent without pay for forty or more hours in that month

B. The employee shall be advanced their vacation time on January 1st of each year or upon completion of their introductory period for the remainder of the year. If the employee has taken more vacation leave than earned, the employee shall reimburse the Authority for such unearned vacation pay.

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

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

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

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

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

H. Employees not working during any full calendar month due to illness or injury (including workers compensation claims, resulting in an unpaid absence) will not earn sick and vacation or leave hours for that period.

ARTICLE 14 - CREDIT UNION

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

ARTICLE 15 - DEFERRED COMPENSATION PLAN

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

ARTICLE 16 - DIRECT DEPOSIT

All employees are required to enroll into a direct deposit account of their choosing for their ACUA pay. For payroll purposes, this required account information must be provided to Human Resources upon hire for direct deposit enrollment.

ARTICLE 17 - JOB POSTINGS

All positions that become open shall be posted for five (5) working days throughout the Authority. Employees must meet the eligibility criteria established in the current job description for the position. A copy of all postings shall be sent to the Union. The following conditions apply to the posting of jobs.

- A. Applications are to be submitted as directed in the posting
- B. The Authority reserves its right to determine whether a job shall be filled.
- C. In determining eligibility for the posted job, the Authority will consider the attendance record during the preceding twelve (12) months of the applicant, and the applicant's disciplinary history during the preceding six (6) months, along with all other eligibility requirements. In the event that two (2) or more applicants are equal in qualifications for the job opening, the Authority shall select their most senior employee, seniority being the length of regular service with the Authority.
- D. In filling jobs, the Authority shall adhere to Affirmative Action obligations and responsibilities.

ARTICLE 18 - DISCHARGE AND DISCIPLINE

- A. The Authority reserves the right to discipline employees, up to and including discharge, for just cause, subject to the grievance procedure. An employee may be disciplined or discharged for cause which includes, but shall not be limited to, the following:

1. Dishonest or deception in any form, such as falsification of documents, fraud, and misuse of the time clock.
2. Intoxication and/or being under the influence of drugs and alcohol during working hours.
3. Use, possession and/or distribution of alcohol or drugs during working hours.
4. Sexual harassment of other employees, customers or vendors.
5. Theft of property.
6. Working for and/or providing information to a competitive company.
7. Insubordination.
8. Fighting or assault on an employee, customer or others.

B. When an employee is reprimanded, the reprimand will be reduced to writing, Notice of Reprimand, and copies will be given to the individual concerned, the employee's Shop Steward and sent to the Union within seven (7) working days of the date that the Authority is made aware of the infraction. A copy of the report will be placed in the employee's personnel file. At any discussion concerning disciplinary action the employee upon request will be entitled to have the shop steward present.

C. During any calendar year starting on January 1, 2021, employees can accrue one (1) non-paid status incident, without issuance of a Notice of Reprimand for entering a non-paid status, if the incident was associated with another disciplinary action.

Upon the second and additional incidents a Notice of Reprimand will be issued for each event.

The Non-Paid incident count will reset to zero as of January 1, however the progressive discipline associated will remain subject to the current look back policy.

Non-Paid incidents not associated with other concurrent discipline (i.e. calling in personal time with no balance available) will be handled by the existing disciplinary system.

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

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

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

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

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

H. Each employee may have electronic access to review their own personnel file. When electronic file is unavailable, employee may review their own personnel file, in the presence of the supervisor or the designated representative of Human Resources. A request to do this must be made through the Human Resources office which will make the necessary arrangements for the review after working hours. The employee's Shop Steward, if requested by the employee, may be present at such review.

ARTICLE 19 - GRIEVANCE PROCEDURE

A. All differences, disputes and grievances with respect to the application and interpretation of this Agreement shall be taken up between the Union and the Authority as follows:

B. Any employee, or groups of employees, the Union Steward or Union may present grievances to the management of the Authority. In any case, a Union representative shall be present. A grievance must be presented in the manner described hereafter no more than seven (7) working days after the employee, group of employees, Shop Steward or Union became aware of the cause of such grievance. If the grievance is not filed within seven (7) working days, the issue will be moot.

Step No. 1: The grievance will first be discussed between the aggrieved employee and the Shop Steward and must be presented to the Manager or designee. This grievance must be presented in writing, and must be responded to within eight working days after being received by management. If no settlement is reached the grievance shall be reduced to writing and may thereafter proceed to Step No. 2.

Step No. 2: If the grievance remains unsettled, the Local 68 Business Representative may present it to the Vice President, or their designee, in writing, within seven (7) working days of the Step 1 answer. The Vice President or designee will meet with the Local 68 Business Representative and the grievant promptly after receipt of the grievance, and shall respond in writing to the Union within seven (7) working days from the conclusion of said meeting.

Step No. 3: if the grievance remains unsettled, the Local 68 Business Representative, in writing, may present it to the President of the Authority or their designee within seven (7) working days of the Step 2 answer. The president or their

designee shall meet with the Local 68 Business Representative and the grievant and respond in writing to the Union within ten (10) working days.

Step No. 4: If no satisfactory settlement has been arrived at in Step 3, then the grievance, at the option of either party, shall be referred to arbitration pursuant to the rules of the New Jersey Public Employment Relations Commission. The party requesting arbitration must submit the demand for arbitration to the New Jersey Public Employment Relations Commission within fifteen (15) working days of receipt of the written response in Step 3 above.

Each party to the proceeding shall bear the expense of the preparation and presentation of its own case. The costs of the arbitrator shall be born equally by the parties. The award of an arbitrator upon any grievance subject to arbitration shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have the authority or jurisdiction to add to, subtract from, or modify this Agreement in any way.

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

The extension of the time limits in any of the steps of the grievance procedure shall be permitted only with the written consent of both the union and the Authority.

ARTICLE 20 - BREAKS AND LUNCH PERIODS

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

Prior approval from a supervisor must be obtained for any changes to the break and lunch policy outlined above so that the employee may be properly compensated.

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

ARTICLE 21 - HOURS OF WORK

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

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

B. Between Memorial Day and Labor Day, if Sunday work is required at the Transfer Station and Scalehouse, it shall be done strictly on a voluntary basis. In any case the Authority shall notify affected employees two weeks in advance of shift change. If

Sunday work cannot be staffed by volunteers, the Authority will assign regular employees to work selected on reverse seniority.

C. Employees must clock in at the commencement of their shift and clock out at the termination of their final assignment/shift. If an employee fails to clock in, clock out, or punch in late (no grace period) totaling four instances the result will be a verbal warning. On the 5th instance a Notice of Reprimand will be issued. Upon qualifying for the NOR, the instance count will be reset to zero. Instances will be tracked on a calendar year basis.

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

ARTICLE 22 - SHIFT DIFFERENTIAL

Employees working an entire evening shift (a shift all of which takes place between the hours of 2:00p.m. to 7:00 a.m.) shall receive a \$1.75 per hour shift differential in addition to their regular rate of pay:

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

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

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

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

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

ARTICLE 24 - ON-CALL COMPENSATION

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

ARTICLE 25 - INTRODUCTORY PERIOD

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

terminate the service of any introductory employee if, in the opinion of management, the employee has not performed satisfactorily. Terminations of introductory employees in their first ninety (90) days of regular employment shall not be subject to the grievance procedure.

B. In addition to the ninety (90) day introductory period for newly appointed regular employees, there shall also be a ninety (90) day introductory period for employees who are promoted, transferred, or reassigned. In case of promotions, transfer or reassignment, all current benefits shall continue during the introductory period, and the employee shall receive the higher rate of pay of the higher job classification, if applicable, beginning on the first day of their introductory period.

C. In the event that the Authority extends the introductory period, the Authority shall notify the employee in writing concerning the reasons for such extension, and forward a copy of the notification to the Union.

ARTICLE 26 - CATEGORIES OF EMPLOYEES

A. Introductory Employee - A introductory employee is any employee hired, promoted, reassigned or demoted to what would normally be a regular full-time position. Employees must successfully complete the introductory period to be appointed to a regular full-time position.

B. Regular Employee - A regular employee is any employee who has been hired for full time employment and has successfully completed the introductory period set forth in Article 25 hereof. The regular period of employment begins on the day following satisfactory completion of the introductory period. Regular employees are eligible for

Authority benefits and all other rights of regular employment contained in this agreement.

C. Part Time Employee - A part time employee is one whose regular hours of duty are twenty-four (24) hours or less per week. Part time employees are not eligible for benefits.

D. Temporary Employee - A temporary employee is one who is:

- (a) Hired to replace a regular employee who cannot work for a specified period of time and can be extended by management pursuant to business needs; or
- (b) Hired for a specific job, for a specified period of time.

E. Seasonal Employee- hired for a specific seasonal employment need of less than six (6) continuous months.

If the Authority converts the temporary or seasonal position into a regular position, the position shall be posted, the same as any other opening in the Authority. Temporary/Seasonal personnel will have the right to bid on positions posted, however, they will not be given credit for length of service or experience during such temporary employment. Temporary employment does not count towards time served for seniority purposes.

F. In the event the Authority hires part time or temporary/seasonal employees, these employees shall not cause a layoff of any current regular full-time employees represented under this Agreement. The union will be notified when temporary employees are hired.

ARTICLE 27- MEDICAL BENEFITS

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

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

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

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

E. The Authority will continue to provide and pay for its current dental insurance plan for all regular full time employees and their eligible dependents. This plan is presently administered through Delta Dental of New Jersey.

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

G. The Authority will continue to provide and pay its portion for medical and prescription coverage for all regular full-time employees and their eligible dependents.

ARTICLE 28 - RETIREMENT HEALTH INSURANCE

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

ARTICLE 29 - LONGEVITY PAYMENTS

The Authority will continue to provide longevity payments, which are based upon completed years of regular service with the Authority. The hiring date of the employee into regular employment determines longevity benefit eligibility. Such payments are paid yearly and will be processed monthly following the employee’s longevity date. Leaves of absence up to three months and sick leave will be counted toward years of service for purposes of the longevity payment. The negotiated increase for longevity will commence in 2024. Payment of longevity will be made on the following schedule:

| Years of Service | 2023 Contract Year Longevity Payment | 2024 Contract Year Longevity Payment |
|-------------------------|---|---|
| SERVICE | PAYMENT | PAYMENT |
| 6-10 | \$350.00 | \$500.00 |
| 11-15 | \$500.00 | \$650.00 |
| 16-20 | \$700.00 | \$850.00 |
| 21-25 | \$1,000.00 | \$1,000.00 |
| 26+ | \$1,200.00 | \$1,200.00 |
| | | |

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

ARTICLE 30 - SAFETY GLASSES

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

ARTICLE 31 - TRAVEL REIMBURSEMENT

Personal Vehicle Use - In the event that an Authority vehicle is not available, employees are permitted to use their personal vehicles for Authority business, provided that the vehicle is insured per New Jersey law. Any employee using their personal vehicle for Authority business will be compensated at the current IRS standard mileage rate per mile. Parking and toll charges, supported with receipts, will be reimbursed at the actual cost.

Trips - If an employee is assigned by the Authority to an overnight assignment out of County, State or Country, the employee will be reimbursed for all documented expenses connected with the assignment. The daily food allowance for all employees is \$50.00 per day for full day attendance and \$25.00 for travel days. Hotel and travel reservations are to be made through the Authority, and authorized in advance.

Upon return to work, the employee must complete an expense record and provide support documentation for all expenses. Authority funds are not to be used for the purchase of alcoholic beverages.

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

ARTICLE 32 - TUITION REIMBURSEMENT

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

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

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

Employees participating in the CDL Training Program, are required to complete the program within a 6 -month period and provide 6-months post training employment with the Authority. Employees who do not successfully complete the program or who leave employment within the 6-months post employment training period, will be required to reimburse the Authority for the cost of training, net of any reimbursements received by the Authority.

Reimbursement for approved job-related courses will be made upon satisfactory completion of said course, with a minimum passing grade of "C". Documentation supporting satisfactory completion of a course must be sent to Human Resources and is necessary prior to reimbursement. In the event that an employee

has an alternate means of funding for tuition expenses at a particular school, the employee is required to utilize that funding source prior to requesting tuition reimbursement.

Reimbursement is made through payroll subject to all applicable taxes.

ARTICLE 33 - UNIFORMS AND SAFETY SHOES

A. Uniforms. The Authority will provide each employee uniforms whose position requires them. Authority issued uniforms (i.e. pants, shirts, jackets, gloves, hats, etc.) must be worn at all times. The Authority will also provide weekly cleaning service for Authority provided uniforms at no expense to the employee. Employees are responsible to reimburse the Authority the cost for missing uniforms at the time of separation of service. The Authority will deduct any remaining costs from the employee's final check.

B. Safety Shoes. The Authority will provide each employee with up to three pairs of safety shoes per contract year. The employee is required to show their supervisor the shoes are in need of replacement prior to ordering a new pair. The employee must purchase their safety shoes from the Authority's designated vendor. The employee is given an allowance of up to \$95 per pair of shoes and is responsible to pay any amount in excess of \$95. Payment will be required at the time shoes are ordered and can be in the form of a check, money order or payroll deduction. Shoe orders will be processed on a monthly basis initiated by an authorized Authority employee. The Authority will also have the bootmobile on site three times per year. Employees are required to wear safety shoes at all times while working.

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

ARTICLE 34 - PENSION PLAN

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

ARTICLE 35 - SAFETY

A. The Authority is committed to providing a safe and sanitary work place for all employees. Employees are encouraged to bring any unsafe conditions to the attention of the supervisor or Safety and Risk Manager. The Authority will continue to maintain reasonable safety rules and regulations that shall be posted at each work location. Employees are responsible to adhere to said rules and regulations.

B. The Union shall designate five (5) employees (two (2) collection employees, 1 transfer station employee, 1 landfill employee, and 1 facilities and fleet employee) as members of a joint committee which shall include an equal number of management personnel, designated by the Authority, to meet every two (2) months to discuss safety conditions and make recommendations to the Authority.

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

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

ARTICLE 36 - CROSS TRAINING

The Authority shall continue to offer cross training to employees in the bargaining unit. The Authority shall determine the frequency and type of cross training required. When cross training is to be conducted, the Authority will post notices of same and permit employees to sign up for such cross training. The Authority will make its selections on a fair and equitable basis, ordinarily making such selections in the order in which employees signed up.

ARTICLE 37 - LAYOFF AND RECALL

Except in cases of an emergency, the Authority will make every reasonable effort to provide a thirty-day calendar notice of layoff to any employee. In the event of layoff or transfer, the last person hired in the position in question shall be the first to be laid off or transferred. An employee may bump, by seniority, into the last previous regular position held with the Authority, as stipulated in Article 6 of this agreement.

Laid off employees shall remain on a recall list for two years. They shall retain all seniority. The last person laid off in a given position shall be the first person recalled in that position.

The Authority will notify the laid off employee at their last known address of their recall to work by certified mail. The employee shall respond within seven calendar days and return to work, if gainfully employed elsewhere, within fourteen days. Failure of a laid off employee to respond within seven calendar days shall result in forfeiture of all recall rights.

Any employee on layoff status shall not accrue seniority or benefits of any nature during such layoff status.

ARTICLE 38 - TEMPORARY DISABILITY INSURANCE

Regular employees are covered by disability insurance for a non-work-related illness or injury, through the insurance company representing the ACUA at the time of illness or injury. Eligible employees are required to apply for Family Medical Leave at the time of their application for disability benefits. Short term disability benefits are specifically designed to provide income for prolonged illness or injury.

The disability benefit is 66.67% of an employee's base salary up to a maximum of \$750.00 weekly. The claim form for disability benefits must be completed with the required doctor's certification verifying the disability. Prior to applying for disability benefits, employees must exhaust all their accrued sick time. The maximum combined benefit (exhausting sick time and short-term disability) is 26 weeks. Disability benefits are not assignable to the ACUA and are paid directly to the employee. Employees should contact Human Resources for the necessary paperwork.

ARTICLE 39 - INCLEMENT WEATHER

The Authority provides health and safety services to the public on a continuous basis. These services cannot be interrupted without serious consequences, particularly during inclement weather. It is important that services continue during inclement weather and that relief help be available. In the event an employee reports to work and is sent home due to weather related issues prior to the middle of their shift,

said employee shall receive four hours pay. In the event an employee is sent home for weather related issues after the middle of their shift, said employee shall be paid for their full shift. All employees scheduled to work are expected to report regardless of weather conditions, and must call the designated call out number if their reporting will be delayed. Call out numbers for all specific work areas (Collections, Transfer Station/Landfill/Compost and Facilities & Fleet Services) will be posted in January and available on InsideACUA. Circumstances beyond Authority control (i.e. bridge closing or a declaration of an emergency by the N.J. Governor prohibiting travel) that may result in an exception to this policy must be approved by Executive Management.

In the event the President determines certain operations or departments within the Authority should not report to work due to weather conditions, those employees who are required to work will be given another day off at a later date. Employees will not go into a "non paid" status if they are unable to get to work on a day that is declared a weather emergency by the Authority President.

ARTICLE 40 - WASH UP TIME

All employees shall be entitled to a five (5) minute wash up before lunch, and a five (5) minute wash up at the end of their shift. It is understood that employees may not punch out prior to the end of their shift.

ARTICLE 41 - PERSONAL TIME

Regular employees are granted a maximum of 40 personal hours per calendar year. During their first calendar year as a regular employee personal hours will be

available for use after ninety days, and will be prorated by the employee month of hire using the following schedule:

| Month(s) | Hours Earned |
|----------------|--------------|
| January - June | 40 |
| July | 35 |
| August | 30 |
| September | 23 |
| October | 17 |
| November | 11 |
| December | 6 |

In accordance with the New Jersey Sick Leave Act (NJSLA), all regular employees will be advanced 40 personal hours on their second and subsequent calendar years of regular employment on January 1 each year.

Effective January 1, 2023 through December 31, 2023, when an employee uses personal time off, advance notice should be given to the employee's supervisor whenever possible and may be taken in one-hour increments during the period of January 1 – June 30 and September 16 – December 31. During the "peak season" – defined as the period from July 1 - September 15 -- employees will be permitted to use available personal time off in full or half day increments. Personal time off during the peak season should be requested (2) two days in advance. As per past practice, emergency situations and exceptions will be handled appropriately by management staff in a fair and consistent manner.

Effective beginning January 1, 2024, when an employee uses personal time, two (2) days advance notice should be given to the employees' supervisor whenever possible. A maximum of two (2) employees may use personal time each workday when using less than 4 hour increments –this assumes same day emergent requests; approvals will be granted on a first-come first serve basis. This limitation does not apply to personal time requested with advance notice as listed above.

Employees are responsible to know how much personal time they have available prior to requesting any personal time. Unused personal time in a calendar year can be carried over to the following year up to a maximum of 40 hours. All personal hours carried over above 40 hours will be converted to an equal amount of vacation hours in the next calendar year. Unused personal time is not paid upon separation of employment.

To comply with the New Jersey Earned Sick Leave Law, the ACUA will provide employees with 40 hours of personal time each full calendar year to be used for this purpose. When employees request to use personal time, it is with the understanding that they are reducing their annual allotment by the hours used.

Employees using four(4) or more consecutive workdays of personal time, are required to provide documentation stating an acceptable reason for its use.

ARTICLE 42 - OVERTIME

A. Employees shall be compensated at the overtime rate of 1 and ½ times the regular base pay for all hours worked in any week in excess of 40 hours of actual work during that week. Overtime shall also be paid to each employee for any work performed in

excess of eight (8) hours in a given day, provided the employee has worked at least forty (40) hours during the work week. Overtime pay shall not be pyramided.

B. Overtime will be based upon hours actually worked during the normal work week, which shall include hours not worked due to paid sick time, vacation time, personal time, compensatory time or paid holidays.

C. It is a condition of work that all personnel shall continue to work until all routes/assignments are completed. Collections' employees who are assigned to work in certain sectors and have completed their sectors shall only be reassigned to help in a different sector so long as all employees in that sector are still working. An exception to this requirement would be when someone is excused from work during the workday due to an emergency, open route, or other appropriate reason.

D. Overtime shall be equitably distributed to the extent possible and practicable among the employees capable of performing the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.

ARTICLE 43 - WORKERS COMPENSATION

A. Any employee who is injured on the job is eligible for disability benefits pursuant to the Workers Compensation Law of New Jersey. If an employee is injured on the job, Workers Compensation Insurance will make payment after the first seven (7) calendar days out of work. All regular employees, regardless of date of hire, will be paid their regular earnings for the first seven (7) calendar days (out of work) of their first compensable claim of the year, which will not be charged against sick leave and will not be counted as an incident under the sick leave program. For subsequent claims in the same calendar year, employees will use accrued sick days for the first seven (7)

calendar days of each claim and it will not be counted as an incident. The third and subsequent claims in the same calendar year will count as an incident under the sick leave article.

B. Employees hired prior to September 21, 1992 will receive, in lieu of statutory workers compensation benefits, an amount equal to seventy-five (75%) percent of their base rate of pay from the eighth (8th) calendar day of a compensable claim. Employees will be responsible for endorsing checks received from the Authority's Workers Compensation carrier back to the Authority.

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

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

E. Employees not working during any full calendar month due to illness or injury (including workers compensation claims) will not earn sick and vacation hours for that period.

F. Employees out of work on workers' compensation for two or more days will enter family leave status, if available, up to a maximum of 480 hours for the duration of their lost time.

ARTICLE 44 - SICK LEAVE PROGRAM

The purpose of sick leave is to allow the continuation of salary and benefits for regular employees of the Authority, at times when an employee is medically incapable

of performing their duties. The Authority will make an effort to allow employees to schedule and attend doctor's appointments after their regular eight-hour shift provided the employee gives two days advance notice and provides medical certification from the doctor upon return to work the next day. Failure to produce a medical certification may result in disciplinary action. The Authority has the obligation and the legal right to prevent sick leave abuse and will move aggressively to prevent abuse of this benefit.

Sick leave will not be advanced under any circumstances. Employees are not permitted under any circumstances to call in sick and then change the time to vacation or compensatory time. Employees are responsible to know how much sick time is actually available for their use. Balances reflected on the pay stub will be considered prior to any disciplinary action initiated resulting from a no-pay status.

Sick leave defined - Sick leave is leave granted to regular employees of the Authority by reason of the illness or injury of an employee or immediate family member (spouse, civil union partner, domestic partner, child, step-child, foster child or adopted child), sufficiently serious that the employee is either personally incapable of performing their duties or is required to personally attend to the family member. Leave taken for routine medical care for employees or family members (such as physicals, routine office visits, etc.) is not considered sick leave but must be taken as vacation or personal leave.

Earning sick leave

Tier 1: Regular full-time employees will earn 5 sick hours on the completion of each full calendar month of employment. The month of hire, unless hired on the first of the month, and any month containing 40 or more unpaid hours, are not considered full calendar months of employment for this purpose.

Transitioning from Tier 1 to Tier 2: When an employee ends a calendar year with 240 or more sick hours under Tier 1, they will be credited with 360 sick hours on January 1 of the following year and move to Tier 2. Thereafter, the Tier 2 employee will earn 10 sick hours on completion of each full calendar month of employment. For example, an employee ends the year with 250 sick hours as of 12/31/2022. Their new sick balance on 1/1/2023 will be 360 hours and they will earn 10 sick hours per complete month in year 2023.

Once an employee transitions from Tier 1 to Tier 2, they remain in Tier 2 for the remainder of their ACUA employment. The transition from Tier 1 to Tier 2 will only occur once during employment.

Tier 2: Employees under Tier 2 will earn 10 sick hours on the completion of each full calendar month of employment up to a maximum of 1080 sick hours. Any month containing 40 or more unpaid hours, are not considered full calendar months of employment for this purpose.

Accrued and unused sick time will not be paid out to employees upon termination or retirement.

Attendance Bonus. Employees in the paid sick leave bank program or at Tier 2 will earn a bonus of 2.4% of base salary up to a maximum of \$1,000 in 2023, for the calendar year 2022, in which no leave was taken under circumstances that qualify as an incident under this policy. Effective January 1, 2024, employees in the paid sick leave bank program or at Tier 2 will earn up, to a maximum of \$1,200 for the calendar year 2023, if no leave is taken under circumstances that qualify as an "incident" under this policy. The bonus percentage will decrease by .05% for each hour of leave taken under circumstances which qualify as an "incident" (including for this purpose the first

and second workers' compensation claim for any employee whether or not the employee is entitled to salary continuation) so that the use of 48 or more hours during the calendar year will result in the bonus amount being zero; the bonus percentage decrease policy will apply to both years, 2023 and 2024.

The attendance bonus will be paid in March of the following calendar year (based on hourly rate as of the preceding December 31) to all eligible employees who are still in the employ of ACUA at that time, if budget conditions allow.

Employees taking unpaid leaves of absence which are granted by the Authority at the employee's request are not eligible for this benefit in any year in which such leave is taken.

Use of Sick Leave - Employees may use their entire allocation of sick leave for their own illnesses, subject to the provisions of this policy. Use of sick leave by reason of the illness or condition of an immediate family member (spouse, civil union partner, domestic partner, child, step-child, foster child or adopted child) is limited to 40 hours in a calendar year. Employees absent more than five days will be required to complete all applicable documents for Family Medical Leave. It is the employees' responsibility to contact Human Resources directly to discuss their anticipated length of absence.

Definition of "Incident" - An "incident" is considered to be any absence of one hour or greater, but not including approved leaves: personal, vacation, jury duty, military, FMLA, NJFLA, NJ SAFE, bereavement, or any period of suspension and certain workers compensation leaves in accordance with Authority policy (the first and second workers compensation claim will not count as an incident). Incidents of less than one hour (such as tardiness, leaving early, etc.) for reasons other than illness will be handled under other applicable policies as may be appropriate to the situation, and

may result in disciplinary action. Any employee leaving work on account of illness will be considered to have taken a minimum of one hour's time.

Incidents will be tracked on a calendar year basis. Employees are responsible for knowing their status (number of incidents used) in this regard.

Each instance of unexcused absence, such as not reporting to work and not calling to report the absence; calling in sick on a holiday, volunteering to work overtime and not reporting to work, and similar absences will be considered as two "incidents" and subject to the appropriate disciplinary action.

Absences that relate to a single ongoing illness or condition may, upon proper verification and if in the opinion of the division Vice President or the Human Resource Director, the circumstances warrant, be treated as a single incident. In the event that an employee's circumstances warrant special consideration in this regard, it is the employee's responsibility to bring this to the attention of management.

Verification:

Calling In: Employees are required to call in each day of absence unless directed otherwise, and to notify their supervisor whether the absence is for themselves or for a family member. The employee must call in personally unless he or she is hospitalized. All employees calling in sick are expected to be available for contact by telephone. Call out numbers for all specific work areas (Collections, Transfer Station/Landfill/Compost and Facilities & Fleet Services) will be posted in January and available on InsideACUA.

Absences are to be reported as follows:

Collections: Not less than half an hour before start of shift.

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

Transfer Station/Landfill/Compost (All Shifts): Not less than one half hour prior to start of shift.

Failure to call in or report for work for three (3) consecutive work days (No call/no show), in absence of significant incapacity of the employee that prevents access to a telephone (for example, emergency hospitalization for a serious illness or injury), will be considered job abandonment.

Medical Certification Required - "Medical certification" is defined as follows: A written statement from a licensed physician stating that the employee was, as of each day on which leave was taken, medically unable to perform their assigned duties. In the case of a family member, medical certifications must state that the family member was ill and required the assistance of the employee on the date in question.

The Authority, through the Division Vice President or the HR Director may require medical proof for any sick leave at any time and, in the event of chronic sick leave usage, may require the employee to be examined by an Authority physician (any such examination to be at the Authority's expense). The Human Resources office will spot-check medical certifications to assure their authenticity and prevent abuses. Claimed sick leave that is not properly verified will not be paid, and any related holiday pay will also not be provided.

In addition to the above, medical certification will be required in the following situations for the employee or family member, as appropriate:

- (a) On return to work following an incident of more than one day.
- (b) On return to work following the fourth incident and each incident thereafter, regardless of its duration; and

(c) On return to work following sick leave on a holiday on which the employee is scheduled to work, or on the day before or after a holiday if the employee is scheduled to be off.

Medical certifications are to be presented to Human Resources on return to work. Additionally, employees who have a sick absence of five or more days are required to supply FMLA certification to Human Resources and immediately after any follow up visits by their treating physician. An employee providing a note dated after they return to work will not be accepted. If proper certification is not presented, the employee may not be permitted to return to work and will not be paid for the period of additional absence.

Disciplinary Action - The Authority has the right to take disciplinary action under any circumstances, and at the appropriate level of severity (depending upon the facts of the case and the employee's overall record), where sick leave benefits have been abused or misuse. Disciplinary action is likely to be taken in the following cases:

1. Falsification of any medical certification (likely action: immediate termination of employment).

2. On the fourth incident in the calendar year, the employee will be given a verbal warning at the division level and for the fifth or higher incident, a notice of reprimand (NOR) will be issued. The Authority will follow the individual's status in the progressive discipline process.

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

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

ARTICLE 45 - SCOPE OF AGREEMENT

A. The relationship of the parties is fully and exclusively set forth by this agreement, which contains all benefits employees are entitled to notwithstanding any established past practices in existence prior to this agreement. "Benefits" include, but are not limited to, wages, increments, longevity payments, hours of work, paid time off and other economic conditions of employment.

B. The parties agree that they have bargained fully with respect to all proper subjects of negotiations, and have settled all such matters as set forth in this agreement.

C. The parties further acknowledge that non-economic benefits and terms and conditions of employment as set forth in the Authority's Policy and Benefits Manual shall continue to apply to all employees, to the extent that same are not inconsistent with any provision of this agreement.

ARTICLE 46 - SALARY AND COMPENSATION PROGRAM

Pursuant to Article 50 of the Collective Bargaining Agreement between the ACUA and Local 68, dated January 1, 2023 - December 31, 2024, the following provisions shall prevail.

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

1. All full time regular employees that met their one-year anniversary prior to 2022, that received a 2.8 or better rating on their prior year evaluation, will receive an

additional 3% increase to their base salary for the year of 2022 that will be paid retroactively for that period. In addition, full time regular employees that met their one-year anniversary in 2022, and received a 2.8 or better rating on their one year performance evaluation, will receive an adjustment to their base salary that will reflect an additional 3% increase that will be retroactively paid for the period following their anniversary date. Furthermore, employees that were a member of the Collective Bargaining Agreement in 2022 that transferred to a non-union position within that year, and received a 2.8 or better rating on their prior year evaluation, will be eligible for the 3% retroactive increase for the time that they were a member of the bargaining agreement on a pro-rated basis.

2. The ACUA will not pay any union employee an annual salary lower than \$33,408 in calendar year 2023, and \$35,496 in calendar year 2024.

Effective January 1, 2023, employees currently holding the job title of Laborer, Road Handler and Maintenance Person with an adjusted hire date in the year 2022 through the Collective Bargaining Agreement acceptance by ACUA Board approved minutes will receive a one-time adjustment to their annual salary of \$2,088 (\$1.00 per hour).

In addition, effective January 1, 2023, employees currently holding the job title of Laborer, Road Handler and Maintenance Person with an adjusted hire date in the years of 2021 through 2006 will receive a salary adjustment that will reflect a one-time annual increase of \$1,566 (\$0.75 per hour). Finally, employees with an adjusted hire date in the years of 2005 or earlier will receive a salary adjustment that will reflect a one-time annual increase of \$522 (\$0.25 per hour).

Furthermore, employees currently holding the job title of Laborer, Road Handler and Maintenance Person will receive a one-time adjustment to their annual salary with an effective date of January 1, 2024 as follows: (1) employees with an adjusted hire date in the year of 2023 will receive a salary adjustment that will reflect a one-time annual increase of \$2,088 (\$1.00 per hour); (2) employees with an adjusted hire date in the year of 2022 will receive a salary adjustment that will reflect a one-time annual increase of \$1,566 (\$0.75 per hour); (3) employees with an adjusted hire date in the years of 2021 through 2006 will receive a salary adjustment that will reflect a one-time annual increase of \$1,044 (\$0.50 per hour); (4) employees with an adjusted hire date in the years of 2005 or earlier will receive a salary adjustment that will reflect a one-time annual increase of \$522 (\$.25 per hour). Yearly one-time salary adjustments outlined above are to be added to the employee's previous year base salary before any other annual increases are added to calculate the current year final annual salary. The adjusted hire date represents the date in which an employee received full time regular status at the ACUA. If an employee was demoted or transferred out of a title and was later reinstated into that title, the date of the reinstatement would be the adjusted hire date and date utilized to determine the appropriate salary adjustment. These starting salary adjustments will be applied prior to the inclusion of any other negotiated salary increases.

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

4. One additional Union job title has been added to Exhibit A and B: Senior Parts and Inventory Control Clerk.

5. Effective January 1st for year 2023, or the employees one year anniversary date, whichever is later, full time regular employees, will receive a merit increase of \$0.85 cents per hour on their annual base salary for a 2.8 or better rating on their prior year or one year performance evaluation. Effective January 1st for year 2024, or the employees one year anniversary date, whichever is later, full time regular employees, will receive a merit increase of \$1.10 cents per hour on their annual base salary for a 2.8 or better rating on their prior year or one year performance evaluation.

Full time regular employees, effective January 1 2023, or the employees' one year anniversary date, whichever is later, will receive a bonus of \$250 for a score of 2.8 or better on their annual review. In addition, employees who receive a 4.0 or better on their annual review will receive an additional \$200 bonus for the period of January 1, 2023, or one year anniversary date, whichever is later.

Furthermore, full time regular employees, effective January 1 2024, or the employees' one year anniversary date, whichever is later, will receive a bonus of \$250 for a score of 2.8 or better on their annual review. In addition, employees who receive a 4.0 or better on their annual review will receive an additional \$200 bonus for the period of January 1, 2024, or one year anniversary date, whichever is later. These increases are dependent upon no future amendments to N.J.S.A. 40A:4-45.44 et seq.

6. Increases mentioned in sections 1, 2 and 5 above are contingent upon the employee being carried on payroll as an active full-time regular employee at the time the increase or incentive is paid.

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

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

9. Full time regular employees will not be eligible for a merit increase in their first year of hire.

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

ARTICLE 47 - CDL LICENSE

Some regular full-time employees possess a commercial driver's license (CDL) because job requirements for their position may require a CDL or they may be called upon to operate a CDL vehicle at various times within other job classifications. Employees who obtain or possess a CDL for operation of ACUA equipment must forward a copy of their driver's license to Human Resources. Employees that occupy a position that requires a specific grade of Commercial Driver's License with associated endorsements must maintain their CDL A or B and endorsements in good standing always. Upon receipt, the employee will be placed in the CDL program and

be eligible for the annual license incentive payment paid the first pay day in December. A copy of the license will be used to verify the employee's eligibility and to process any pro-rated license incentive compensation. Employees in CDL classifications are required to comply with the Federal Department of Transportation (DOT) regulations governing drug and alcohol testing and reporting.

Federal law requires that all employees that possess a Commercial Driver License must register with the Drug and Alcohol Clearinghouse. ACUA is required, before employment and at least annually, to conduct a records search which releases information in the Drug and Alcohol Clearinghouse to the ACUA. All employees possessing a Commercial Driver License are required to give individual written consent to the required Clearinghouse records search for continued employment.

ARTICLE 48 - CDL REIMBURSEMENT

A. Some employees are required to have a commercial driver's license (CDL) because job requirements for their position requires a CDL. Those positions will carry a \$600 annual license incentive for year 2023, and \$700 for year 2024. This payment will be paid annually, the first paycheck in December. The annual incentive will be pro-rated for newly hired CDL employees in the first calendar year and at the final pay upon termination.

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

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

ARTICLE 49 - COLLECTIONS - LABORER AND DRIVER INCENTIVE PROGRAM

Laborer Incentive for Collection Employees:

- A. The ACUA will offer an incentive to laborers that obtain a valid commercial driver's license (CDL), Class B, with an airbrake endorsement or a Class A CDL.
- B. The incentive will be available to all newly hired ACUA Regular Full Time Laborer.
- C. The incentive amount to be paid is \$1,000.
- D. The incentive will not be paid until the laborer has received their CDL and successfully completed 400 hours of driving an ACUA CDL class vehicle. The laborer will not need to officially hold the position of a driver to be eligible for the incentive.
- E. For new hires, they must obtain the CDL license within one year from the date of hire. Once the CDL license is received, the employee will be required to complete an Incentive Agreement Form available from Human Resources.
- F. Upon the completion of driving for 400 hours, the employee's supervisor will affirm, via signing and dating the Incentive Agreement Form, that the employee has successfully performed all duties to be eligible for payment.
- G. There will be a one-year deadline to meet the 400-hour driving requirement. However, depending on the circumstances and if requested in writing, an extension of the deadline may be approved by the President.
- H. Laborers (RFT) will be eligible for out of class pay (OJT) while driving with a CDL license. However, only regular full-time employees enrolled in the program will be eligible for the \$ annual CDL reimbursement per the Collective Bargaining Agreement.

Driver Incentive for Employees:

- A. The ACUA will offer an incentive to new hires in the position of Regular Full Time Driver.
- B. Driving experience is not required.
- C. The incentive amount paid will be \$1,000

- D. Upon the completion of driving for 400 hours, the employee's supervisor will affirm, via signing and dating the Incentive Agreement Form, that the employee has successfully performed all duties to be eligible for payment.

The incentive agreement will be completed during the new hire process.

ARTICLE 50 - DURATION AND TERMINATION

This agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty calendar days prior to the expiration date that it desires to commence negotiations.

Either party shall have the right to reopen this agreement for the purpose of negotiating with respect to wages and benefits, provided the party seeking to reopen for such negotiations gives the other party notice of such intent in writing at least sixty days prior to year end. If neither party exercises its rights set forth herein to reopen this agreement, the wage rates in effect as attached to this agreement, as well as medical benefits, shall remain in full force and effect until the termination as set forth above. All other provisions of this agreement shall remain in full force and effect for the entire period of this contract.

IN WITNESS WHEREOF, the Atlantic County Utilities Authority and Local 68 of the International Union of operating Engineers, AFL-CIO CIC, have caused this Agreement to be signed by the duly authorized representatives as of this 28th day of April, 2023.

For:

ATLANTIC COUNTY
UTILITIES AUTHORITY



RICHARD S. DOVEY, President

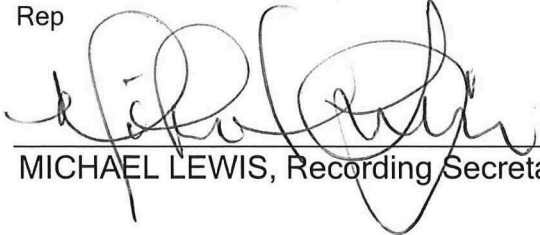
For:

LOCAL 68
Of the IUOE, AFL-CIO


THOMAS P. GIBLIN, Business Manager


MATTHEW DENAFO, Incoming President


MICHAEL B. MCGLYNN, President/Business
Rep


MICHAEL LEWIS, Recording Secretary

APPENDIX A

Exhibit A

JOB CLASSIFICATIONS COVERED BY THIS AGREEMENT

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

**EXHIBIT B
SALARY RANGES**

| Bargaining Unit January 1, 2023 through December 31, 2024 | | | | |
|---|------------|----------|------------|----------|
| | Entry 2023 | 2023 Top | Entry 2024 | 2024 Top |
| MAINTENANCE PERSON | 33,408 | 65,045 | 35,496 | 67,341 |
| LABORER | 33,408 | 63,631 | 35,496 | 65,928 |
| ROAD HANDLER | 33,408 | 63,631 | 35,496 | 65,928 |
| SCALEMASTER | 34,264 | 72,804 | 36,406 | 75,101 |
| PREVENTATIVE MAINTENANCE TECHNICIAN | 34,264 | 65,681 | 36,406 | 67,977 |
| EQUIPMENT OPERATOR I | 38,203 | 66,301 | 38,203 | 68,598 |
| PARTS & INVENTORY CONTROL CLERK | 39,300 | 67,047 | 39,300 | 69,344 |
| MAINTENANCE MECHANIC OPERATOR I | 41,760 | 70,947 | 41,760 | 73,244 |
| DRIVER | 41,760 | 70,641 | 41,760 | 72,938 |
| MECHANIC I | 41,760 | 67,047 | 41,760 | 69,344 |
| EQUIPMENT OPERATOR II | 42,804 | 72,697 | 42,804 | 74,994 |
| INSPECTOR | 43,368 | 71,054 | 43,368 | 73,351 |
| MECHANIC II | 43,368 | 70,947 | 43,368 | 73,244 |
| SR PARTS AND INVENTORY CLERK | 43,901 | 70,947 | 43,901 | 73,244 |
| LANDFILL SYSTEMS TECHNICIAN | 44,000 | 83,998 | 44,000 | 86,295 |
| LEAD DRIVER | 44,000 | 79,178 | 44,000 | 81,474 |
| LEAD SCALEMASTER | 44,000 | 79,178 | 44,000 | 81,474 |
| MAINTENANCE MECHANIC OPERATOR II | 44,628 | 79,276 | 44,628 | 81,573 |
| TECHNICAL MECHANIC | 44,976 | 79,276 | 44,976 | 81,573 |
| MECHANIC III | 44,976 | 79,276 | 44,976 | 81,573 |
| LEAD EQUIPMENT OPERATOR | 45,021 | 81,083 | 45,021 | 83,380 |
| LEAD MAINTENANCE MECHANIC OPERATOR | 49,636 | 79,178 | 49,636 | 81,474 |
| LEAD MECHANIC | 49,636 | 79,178 | 49,636 | 81,474 |
| GENERAL LABORER (deleted 1/1/2020) | | | | |

Notes: MAINTENANCE MECHANIC OPERATOR revised to MAINTENANCE MECHANIC OPERATOR I
 Three titles added per adopted Collective Bargaining Agreement on October 2, 2020
 MAINTENANCE MECHANIC OPERATOR II
 LEAD MAINTENANCE MECHANIC OPERATOR
 PREVENTATIVE MAINTENANCE TECHNICIAN
 GENERAL LABORER removed