
**COMMUNICATION WORKERS of AMERICA
AFL-CIO LOCAL 1038**

And

**OCCUPATIONAL TRAINING CENTER OF
BURLINGTON COUNTY
RECYCLING DIVISION**

UNION CONTRACT

JANUARY 1, 2021 - DECEMBER 31, 2023

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ARTICLE I RECOGNITION

A. Recognition of the Union.

The Occupational Training Center Recycling Division hereinafter referred to as the Employer, recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agent for all full-time employees in the recycling program bargaining unit for the purposes of negotiating the terms and conditions of their employment.

B. Recognition of the Employer.

The Communication Workers of America, Local 1038 recognize the Employer as follows: The Occupational Training Center (OTC) is a private, non-profit organization, organized and authorized under the laws of the State of New Jersey. Its mission and corporate purpose is to provide vocational training to the physically, mentally, and socially handicapped, and to train and assist those individuals capable of same to obtain outside employment. Because of its corporate purpose, and the nature and extent of its services for the handicapped, hereinafter referred to as individuals with disabilities, the OTC has been certified as a sheltered workshop for the handicapped by the State Division on Vocational Rehabilitation Services; the New Jersey Superior Court has also declared the OTC's a sheltered workshop for the handicapped as a matter of law.

Because of the OTC's status as a sheltered workshop, it qualifies for an exemption from the Public Contracts Law, pursuant to N.J.S.A. 40A:11-5(n). This qualification allows it to receive public contracts without the requirement of public bidding.

Burlington County's Recycling Contract with the OTC is awarded pursuant to the sheltered workshop exemption found at N.J.S.A. 40A: 11-5(m). The County specifically recognizes the OTC's status as a sheltered workshop in its current recycling agreement, and further recognizes that the use of individuals with disabilities in the recycling services area is a legislative goal of the State of New Jersey. Accordingly, the OTC's mission, purpose, and status are the reasons that it is contracted by the County of Burlington to provide recycling collection and processing services to implement the County's State-approved Recycling Plan.

In accordance with its mission, the OTC will attempt to hire individuals with disabilities through attrition and will replace employees who are non-disabled with and give preference to individuals with disabilities as necessary to achieve a ratio of 75% of direct labor to be performed by individuals with disabilities. If however by July 2013 a direct labor ratio of 75% has not been achieved through attrition, the OTC will replace non-disabled employees with individuals with disabilities to perform direct labor until such time as the ratio of 75% has been achieved. Job titles to be affected include positions of Laborer and Driver. On or about January 3, 2013, the OTC will provide Local 1038 with a list of any current drivers that may be affected and possibly terminated in July 2013 as a result of the 75% ratio requirements, if any. If the OTC is required to terminate any driver(s) in July 2013 as a result of the 75% ratio requirements, the OTC shall provide those individuals with one (1) month severance to be provided to the employee within thirty (30) days to occur within two (2) successive pay periods from the date of his or her termination. The OTC shall also pay the one (1) month cost of single medical coverage

under COBRA. As part of the severance package, the OTC shall assist and facilitate said terminated individuals to obtain job training services through the Burlington County One Stop Career Center.

It is not the OTC's purpose to provide employment to those individuals who are deemed to be no longer disabled as determined by state, local, federal, or Ability One program regulations/guidelines, or to those individuals who have received and sufficiently benefited from the OTC's employment training services so as to be able to obtain outside employment.

C. Employee Job Titles.

Titles represented by the Union shall be as follows:

Drivers with CDL A

Drivers with CDL B with Air Brakes (Front Load, Side Load and Rear Load Drivers)

Drivers Class D

Laborer 1

Laborer 2

Equipment Operators

Lead Equipment Operators

Mechanic 1

Mechanic 2

Mechanic 3

Titles may change from time to time to reflect changes in the composition of the employees or the nature of the work.

All new-hire Laborers and Drivers, from the date of this Contract shall first be evaluated and confirmed as to their disabled status by the Division of Vocational Rehabilitation Services, or other appropriate state agency, prior to and as a condition of their training and employment by the OTC.

In order to fulfill and maintain the Employer's purpose, and to ascertain whether an employee continues to qualify as disabled so as to benefit from the OTC's program, the OTC shall provide:

1. Annual periodic professional vocational evaluations;
2. Continued vocational training as deemed necessary by the OTC's professional staff.
3. Professional placement services.
4. Vocational counseling as requested by the employee.

Any professional determination by the OTC that an employee no longer has a disability may be subject to independent professional review and analysis by the OTC, at its discretion and its own cost. If there is a dispute in this regard, the OTC and the CWA will agree upon an evaluation by an independent professional, qualified to make said determination, whose decision shall be binding, subject to continuing periodic review, and whose cost shall be shared equally by the OTC and the CWA.

D. Full-Time/Part-Time.

The bargaining unit shall consist of all full-time blue collar employees as identified in ARTICLE 1 paragraph C and ARTICLE 19 herein, employed by the OTC and who perform collection and recycling duties at the 130 Hancock Lane, Westampton, NJ facility. Part-time employees shall be defined as any employee with a regularly scheduled work-week of 34 hours or less.

The bargaining unit excludes all managers, supervisors, foreman, front office support staff, client Laborers in State-sponsored vocational programs. For the purpose of this agreement, the terms of "employee or employees" shall refer to all members of the bargaining unit as defined herein

E. Jurisdiction.

This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

F. Binding Agreement.

This Agreement shall be binding upon the parties hereto.

ARTICLE 2 NON-DISCRIMINATION

- A. The OTC and the CWA agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
- B. "The OTC and the CWA agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. Union members applying the terms of this agreement shall not be subject to adverse actions, discrimination or discipline."

ARTICLE 3 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any grievance as defined herein. The Parties agree that this procedure will be kept as informal as may be appropriate. The parties further agree that this procedure shall be utilized for any and all employment issues including but not limited to equal employment and discrimination issues.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted. An appropriate member of the departmental supervisor staff may request an informal meeting with the employee and shop steward to attempt to resolve a grievance before it proceeds to Step One. If the employee and shop steward agree to said informal meeting, the grievance clock will be suspended

until the informal meeting can be scheduled. This clause is contingent upon said adjustment being in compliance with all other terms of this agreement.

- C. The Grievance process shall be available only to members who have been within the bargaining unit for 90 days or more.
- D. The term "grievance" as used herein means an appeal by an individual employee or by the Union on behalf of an individual employee or group of employees regarding the misinterpretation, misapplication, or violation of polices, agreements, and administrative decisions affecting them. An employee may also file a grievance concerning disciplinary actions taken against him/her. It shall apply to employee disputes that may arise under this contract, or as a result of personnel rules and regulations, and shall include claims based on gender, racial, religious, age or disability discrimination.
- E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent.

Step One: If the Union finds a grievance exists, the aggrieved employee and the Union Representative and/or shop steward to the Local Union shall discuss and attempt to adjust the matter with the Manager within 10 working days of the event or discovery giving rise to the grievance, who shall respond to the employee in writing within two (2) working days. The Manager's response shall be clear, concise and explain the reasons for their decision.

Step Two: If the grievance is not resolved in Step One, the grievant or Union shall institute written action under the provisions hereof within fourteen (14) calendar days after discussing the grievance with the Department Manager. Grievances shall be submitted to the Recycling Division Secretary for date stamp and distribution to the supervisor or emailed to the Department Head. The Department Head shall respond in writing within fourteen (14) calendar days with a copy being provided to the Union. The written grievance/complaint shall comprise the grievance in total. No amendment or addition shall be made to the grievance/complaint at any time after Step Two.

Step Three: If not resolved at the Step Two (2), the grievant or Union may institute action under the provision hereof within fourteen (14) calendar days to the Human Resources Director, after a written response from Step Two (2) is provided to the Union. Failure to act within the said fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance. Step Three (3) of the grievance process may be a meeting, if mutually agreed to by the parties. If not, Step Three (3) will proceed has a hearing. A meeting/hearing shall be scheduled within fourteen (14) calendar days, unless the parties mutually agree otherwise. A written decision shall be rendered within fourteen (14) calendar days after the grievance meeting/hearing.

Step Four: If the grievance is not settled as a result of the Step Three (3), the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation within thirty (30) calendar days after receipt of the

Employer's decision arising from Step Three. The cost for the services of the Arbitrator shall be borne equally by the employer and the Union. Any other expenses, included but not limited to the presentation of witness, shall be paid by the parties incurring same.

- I. The Arbitrator shall be bound by the provisions of this Agreement and be restricted to the application of the facts presented involving the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, alter in any way the provisions of this Agreement or any amendment, or supplement thereto. The decision of the Arbitrator shall be final and binding.
- F. An employee and his/her designated representative will be granted time off without loss of pay to attend Step One meetings, Step Two meetings or hearings and arbitration hearings and to travel to and from such meetings and hearings.
A reasonable number of witnesses employed by OTC will be granted time off without loss of pay to attend Step One meetings, Step Two meetings or hearings and arbitration hearings and to travel to and from such meetings or hearings.
- G. OTC will upon request, make available to the Union information in its possession to which the Union is entitled, to properly represent the grievant. Those records which are confidential in nature shall be released to the Union upon OTC receiving a signed release from the grievant. Management shall provide the requested information within seven (7) working days from receipt of request but no later than seventy-two (72) hours prior to the scheduled meeting/hearing. In the event the information requested is off site or voluminous in nature, the OTC shall notify the Union that it requires additional time to assemble the information, and both parties shall agree to stop the grievance clock until the information can be assembled and provided to the Union. This provision shall also apply in situations where the OTC requests information from the Union.

ARTICLE 4 DISCHARGE AND DISCIPLINARY ACTION

- A. After 90 days of employment an employee may be discharged for just cause. The Employer may discharge any employee for any reason, with or without cause, during the first 90 days of employment.
- B. Examples of performance for which disciplinary action and discharge may occur include but are not limited to: Incompetence, insubordination, unsatisfactory work performance, inability to work harmoniously with others, conduct which violates law, poor driving record as defined by OTC management, failure to follow instructions especially when that failure results in an accident or injury, mistreatment of state sponsored client trainees, and failure to follow safety procedures or failure to wear proper safety equipment. Termination, demotion, or declination to promote may also occur as a result of a failure to obtain a commercial drivers' license in accord with Article 20(C). A copy of all disciplinary actions shall be given to the employee, a shop steward, and to the CWA Local 1038 office via email or fax within 2 business days from the day it issued the discipline.

- C. Except in extreme cases, including, but not limited to, intentional or criminal misconduct, direct insubordination or gross negligence, discipline shall be progressive in nature and corrective in intent. Since good performance should be recognized, if a disciplinary notice is older than eighteen (18) months from the date of issuance, it shall be deemed to be removed from the employee's file.
- D. The degree of discipline administered by the employer in a particular case shall be reasonably related to 1) the seriousness of the employee's offense and 2) the record of the employee and his/her service with the employer.

Fraudulent doctor's notes shall be cause for dismissal.

When a final determination of innocence is rendered through a decision arising from any Step of the grievance process or arbitration, the employee shall not be recharged with discipline, on matters arising out of the same facts that the initial discipline was based upon.

An employee shall not be subject to discipline more than 45 days after the date on which management obtained sufficient information to issue disciplinary action.

ARTICLE 5 UNION DUES

- A. The employer agrees to make bi-weekly deductions from the base pay of each employee, who furnishes a written authorization for deduction in a form acceptable to the Employers, the amount of the monthly Union dues. Dues shall be in such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the Secretary-Treasurer, Communications Workers of America, 501 3rd St. NW, Washington, D.C. 20001 by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list and the amount of each deduction shall also be delivered to the CWA Local 1038 President.
- B. The CWA agrees to indemnify and hold the Employer, its Board of Directors, staff and volunteers harmless against any, and all claims, suits, orders or judgments brought or issued against the Employer with regard to the dues check-off, except for any claims that result from negligent or improper acts of Employer or its agent or servants.
 - 1. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Employer prior to December 15 of any given year. Dues shall be discontinued beginning with the first pay period of the calendar year. Employee will then be responsible for fees pursuant to Article 7 Agency Shop.
 - 2. The Employer will supply the Union with a copy of any request to discontinue dues.
 - 3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Employer written notice prior to December 15 of any given year and shall furnish the Employer a certified copy of the

Resolution, indicating dues changes. The effective date of such changes will be the first pay period of the following year.

ARTICLE 6-UNION ACTIVITY

- A. The Union will be permitted to hold general membership meetings and the employees shall be permitted to participate on non-work time, which includes and is limited to before and after work hours. The Union will also be permitted to hold meetings with members of its membership during the employee's lunch breaks so long as the meeting does not take the member away from his/her respective work area or route. No lunch time meeting shall last longer than the employee's allotted lunch break.
- B. Union Stewards – "The Union shall advise the employer in writing of the names its shop Stewards. The total number of Shop Stewards shall be no more than 10% of the membership. Shop Stewards shall participate in the grievance procedure and shall be recognized by the employer as representatives of the employees for the purposes of enforcing this agreement, and who shall generally act as representatives of the Union on the job. The employee shall have his/her choice of Steward representation; however, in instances that must be dealt with in an expedited time frame, the employee may be required to be represented by an available Steward who is not of the employee's choice.
- C. Union Stewards shall be permitted to receive up to five (5) days unpaid annual leave to attend training as provided by the Union. The Union shall provide the employer two (2) weeks' notice. Such leave shall not unreasonably be denied.
- D. The Union will be entitled to have up to three (3) members who serve on the bargaining committee, released from duty with pay for scheduled work hours for each collective negotiation session wherein both the CWA and the OTC are meeting and discussing or exchanging proposals. Negotiations sessions will begin no later than 2 pm and committee members shall be released at least 30 minutes before negotiations begin. CWA and OTC agree to try to not disrupt more than one route for negotiations. If more than one route is disrupted for negotiations, only one of the route employees will be paid by the OTC for time released for bargaining reasons.

ARTICLE 7 AGENCY SHOP

A. Purpose of Fee

All eligible non-member employees in this unit will be required to pay the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any employee to become a member of the Union.

B. Amount of Fees

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues; initiation fees and assessments

charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative.

C. Deduction and Transmission of Fee

After verification by the Employer that an employee must pay the representation fee, the employer will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

D. Employer Held Harmless

The Union hereby agrees that it will indemnify and hold the Occupational Training Center of Burlington County, its Board of Directors individually and as a body, staff and volunteers harmless from any claims, actions, or proceedings brought by an employee in the negotiations unit which arises from deductions made by the Employer in accordance with this provision. The Employer shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

E. Legal Requirements

Provisions of this clause are further conditioned upon all other requirements set by law.

ARTICLE 8 HOURS OF WORK AND OVERTIME

- A. Assuming that an employee works a full eight (8) hour shift he/she will be given an unpaid one-half (1/2) hour lunch period and two (2) paid fifteen (15) minute breaks – one in the morning and one in the afternoon. Should the employer need to establish other shifts to meet its work needs, notice shall be served upon the Union at least forty-eight hours or in case of an emergency, as soon as practicable, prior to any implementation.
- B. If an employee is recalled to duty or is called to duty on an off-duty day he/she shall receive a minimum guarantee of four (4) hours compensation, provided said recall duty is not continuous with the employee's normal shift.
- C. Overtime - Overtime shall be paid after ten (10) hours of hours actually worked in a single day within five (5) consecutive days commencing on Monday morning at 12:01 a.m. Overtime shall be paid at one and one-half (1 1/2) times the regular hourly rate.

1. Hours worked on the sixth consecutive day shall be paid at the overtime rate of time and one-half.
 2. Hours worked on the seventh consecutive day shall be paid at the overtime rate of double time.
 3. In conjunction to paying overtime after ten (10) hours of hours actually worked, Holidays and scheduled/planned Paid Time Off (“PTO”) days shall count toward overtime beyond forty (40) hours worked. If an employee receives overtime as a result of working over ten (10) hours in a single day, the employee shall not be entitled to using the time already paid at the overtime rate. In other words, only ten hours per day shall be considered when calculating hours worked beyond forty (40) hours. Bereavement leave, unscheduled/unplanned PTO or other paid absences shall not be considered toward overtime pay.
 4. Working holidays shall be paid at double time. In other words, employees shall receive: (1.) eight (8) hours of holiday pay at their regular pay rate; and (2.) hours actually worked at regular pay. Employees are not guaranteed eight (8) hours of work on a working holiday. The actual number of hours worked shall be used in calculating overtime as set forth in Article 8(c)(3) above.
- D. As far as practicable, and in recognition of unique recycling route requirements, overtime shall be distributed equally amongst bargaining unit employees. Non-mandatory overtime shall be offered on a seniority basis; however, experience, knowledge and skill will be taken into consideration with offering same. For example, Person A has the most seniority. Person B is the next senior person. Person A rarely, if ever, drives the front-end loader. Person B always drives the front-end loader. Management may offer the non-mandatory overtime to Person B, as Person B has more experience and skill on the front-end loader. This provision shall not be limited to the front-end loader; it applies to all sectors of the recycling division of the OTC.
- E. Overtime and workdays, as scheduled by the OTC, which include Monday through Friday, Saturday, Sunday, and Holidays, are mandatory and are dependent on the needs of the recycling program.
- F. Absenteeism and lateness seriously compromises the efficiency and consequently the viability of recycling operations for the future. It is therefore in the best interest of both management and the union to minimize the occurrences of absenteeism and lateness. Union members are required to adhere and follow the Attendance and Punctuality Policy set forth in the Employee’s Handbook. Employees will not receive points for FMLA eligible absences. Employees who are absent more than one (1) day for the same illness/injury will not receive additional points if they submit a doctor’s note for the days of absence. The employer may call the doctor to verify the authenticity of the note. Employees will receive a final warning at six (6) PTO points and will face termination of employment at seven (7) PTO points. OTC agrees that these are the only changes to the current Attendance and Punctuality Policy for the duration of the Agreement.

G. Attendance Incentive Program:

In an effort to encourage attendance and punctuality, OTC management agrees to implement an attendance incentive program in addition to the wages and benefits set forth in this agreement. Employees who have 2.5 points or less at the end of the year will receive an incentive bonus equal to three (3) days' pay.

ARTICLE 9 HOLIDAYS

A. All employees covered by this Agreement shall receive the following paid holidays during the term of the Agreement:

New Year's Day	Employee's Birthday
Thanksgiving Day	Labor Day
Christmas Day	Memorial Day
Independence Day	

B. All employees of the OTC may be required to work on the holidays set forth in Article 9, Paragraph A. Notice shall be provided to all affected employees at least two (2) calendar days in advance unless in the event of an emergency. Employees who are required to work on the holidays set forth in Article 9, Paragraph A, will be paid in accordance to Article 8, Paragraph C, Section 4.

C. Veteran's Day, Good Friday, President's Day and Martin Luther King Day shall be paid in accordance with Article 8, Paragraph C, Section 4 as a working holiday.

D. All employees shall be eligible for the above paid holidays after the ninety (90) day working test period.

E. An employee shall not receive holiday pay/working holiday pay if they are absent without an excuse on the workday before or after a holiday. If the employee has a medical excuse and wishes to receive holiday pay/working holiday pay, a doctor's note must be submitted by the employee within three (3) working days of the employees return to work.

F. The Employee's Birthday may be used as a floating holiday at any time during the anniversary year in which it is accrued. Request shall be made to your immediate supervisor. Such request shall not be unreasonable denied.

I. If an Employee does not utilize the floating holiday on their actual birthday, or is required by Management to work on such date, the employee will be paid their hourly rate. In no event shall the employee receive any additional payment over and above their hourly rate for working on their birthday.

ARTICLE 10 PAID TIME OFF

- A. Employees shall receive annual Paid Time Off (PTO) with pay, earned at the following rate after the ninety (90) day working test period.
1. Accrual of PTO for new employees shall be calculated from the date of hire, however, an employee will not be eligible to take PTO until after the ninety (90) days working test period. New employees commencing employment on or before the 15th of the month will accrue 1.25 days of PTO for the first month. Employees commencing employment after the 15th of the month will not accrue any PTO for that month. PTO accrued during any month will be credited on the first day of the following month.
 2. Employees shall be given sixteen (16) days of PTO during the first year of employment.
 3. Employees shall be given twenty-one (21) days of PTO per year during the second year of employment through the fifth year of employment.
 4. Employees shall be given twenty-six (26) days of PTO per year during the sixth year of employment through the tenth year of employment.
 5. Employees that work for eleven years or more shall receive thirty-one (31) days of PTO per year.
- B. The maximum number of PTO days shall be thirty-one (31) days.
- C. PTO days shall be accrued evenly throughout a twelve-month period; the number of days an employee is entitled to in a given year divided by twelve (12) months shall dictate the accrual rate of PTO. For example, an employee who has worked for the OTC for Four (4) years is entitled to twenty-one (21) PTO days; as a result, the employee will accrue PTO at a rate of 1.75 days per month over a period of twelve (12) months.
- D. PTO allowance shall be taken during the calendar year in which it was earned, and reasonable efforts will be made to give the employee the time of his/her choosing. At the end of each calendar year, the OTC agrees to buy back up to ten (10) days of accumulated unused PTO on the basis of eight (8) hours pay of each day. If the employee chooses not to sell back time, or if the employee has more than ten (10) PTO days for unused accumulated time, the OTC agrees to carry forward up to ten (10) days of unsold, unused, accumulated PTO days. Any PTO days in excess of 10 days that are not sold back will be forfeited by the employee.
- E. Upon separation from the OTC, the employee shall be compensated at their hourly rate one (1) day for each two (2) days of earned and unused accumulated PTO based upon the employee's salary at the time of separation.

- F. PTO shall count towards overtime if it is scheduled/planned. Unplanned/unscheduled time shall not count toward overtime.
- G. PTO can be used in ½ day increments.
- H. PTO shall not accrue during a leave of absence.
- I. If it is reasonably suspected that the employee is abusing PTO time when used for unplanned sick leave days, the Department Head may require the employee seeking leave to submit proof of illness or other appropriate proof.
- J. If it is reasonably suspected that the employee is abusing the PTO privilege, the Department Head may require the employee seeking leave to submit proof of illness or other appropriate proof.
- K. An employee who does not expect to report to work for any reason shall notify the OTC at least one (1) hour before the start of the employee scheduled shift unless otherwise required herein. Employees must call 1-609-267-6665 Ext. 198 to report an absence from work. Failure to call in or failure to call in within the applicable time frame may result in disciplinary action.
- L. During the time period of January 1 through January 31 of any given year, union members in seniority order may schedule vacations for the current year. After January 31, vacation requests will be scheduled and approved on a first come first serve basis, however, once approved, vacation schedules are not subject to change (due to seniority bumping). Requests to schedule PTO of 40 hours or more must be made and approved five (5) days in advance. Requests to schedule PTO of less than 40 hours must be submitted to management within 24 hours for consideration, however management *may* approve requests submitted less than 24 hours in advance if it is an emergency. All requests for scheduled PTO shall be approved at the discretion of management which shall be dependent upon operational needs. All requests for scheduled PTO shall be approved by management which shall be approved based on operational needs. Such request shall not be unreasonably denied.

ARTICLE 11. BEREAVEMENT LEAVE

- A. Up to three (3) continuous working days per incident including the funeral day may be requested for a death in the immediate family to include spouse, parents, parents-in-law, children, grandparents, siblings, stepbrothers, stepsisters, grandchild, legal dependent living in the same household as the employee, or significant other living in the employee's household. Additional time off may be granted to an employee when travel is required to attend the funeral of those mentioned above. If the employee has PTO this can be used at the discretion of the employee. Proof of travel may be required at the discretion of the employer.

Upon request and approval of the Department Head, this definition can be expanded. Proof of relationship to the deceased, funeral service and hardship may be requested at the discretion of the employer. Such request shall not be unreasonable and shall be in writing.

Significant other means a person in a spousal relationship with the employee, and the employee and significant other share a residence.

- B. An employee who does not expect to report for work under Article 11, entitled Bereavement Leave, shall notify the Employer within one (1) hour before start of shift. Employees must call 1-609-267-6665 Ext. 167 to report an absence from work. Failure to call in will result in disciplinary action at the discretion of Management.
- C. Bereavement Leave shall not count toward the overtime threshold.

ARTICLE 12 SPECIAL LEAVE OF ABSENCE

Employees shall be eligible for unpaid leave.

Any employee requesting special leave without pay shall submit his request in writing listing the date when he desires the leave to begin, the probable date of his return to duty and the cause for the requested leave.

- A. Family Medical Leave: The OTC shall comply with the provisions of the Family Medical Leave Act (FMLA) and New Jersey's Family Leave Act (NJFLA). FMLA or NJFLA leave shall be a leave without pay. However, if an employee is entitled to and takes a leave under FMLA or NJFLA, the employee shall be permitted to use his or her accumulated PTO, but is not required to do so. An employee shall not accrue benefit time during FMLA or NJFLA leave. The OTC shall run FMLA or NJFLA leaves concurrent with other leaves such as disability and workmen's compensation, provided that OTC notifies the employee in writing.
- B. Military Leave: Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.
- C. Other Leaves: Leaves of absence without pay for other reasons will not be unreasonably denied by the Employer. While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay, or PTO.
- D. It is understood that the company shall be obligated to pay health benefits including health, dental, prescription and life insurance no longer than one month (one health care billing) after the last paid day of employment.

ARTICLE 13 JURY DUTY

Employees who are called for, selected to, and that serve on a jury, on a scheduled workday, will continue to receive their regular rate of pay, for all scheduled hours for that day. Employees must provide a copy of their summons to his/her immediate supervisor, no later than one (1) week prior to their scheduled report date. Further, within three (3) weeks of receipt, jury pay shall be submitted to Payroll. The OTC shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 14 WORKER'S COMPENSATION

- A. When an employee is injured on duty, he/she shall notify his/her Department Head immediately so that emergency assistance can be rendered or so that the employee can be sent to the Worker's Compensation Health Plan Provider-Virtua at Work. The employee and his/her immediate supervisor are required to prepare an accident report. If unable to work the employee will be placed on a leave of absence without pay unless he/she desires to use his/her accumulated PTO during this period of disability. If the employee decides to use his or her accumulated PTO, the employee cannot give back the pay received to be reimbursed for time used. If the Worker's Compensation case manager determines that the injury is work related, the employee shall be entitled to worker's compensation benefits on the eighth date of absence, or after satisfying the mandated seven day waiting period.

If he/she is on a leave of absence without pay, he/she shall be entitled to his/her Worker's Compensation Check without loss of any accumulated time.

Employees seeking medical treatment not authorized by the OTC's Worker's Compensation Health Care provider will be required to pay out of pocket for such medical treatment and will not be compensated for time away from work to receive such treatments. Nothing contained in this paragraph shall circumvent, apply or impact an employee's right to challenge the Workers' Compensations Health Care provider's decision through the Worker's Compensation court process.

If the employee has opted to use his accumulated time, he/she shall receive his/her normal pay with appropriate charges against accumulated time until a final determination is made concerning the employee's entitlement. The employee's personnel records shall then be modified, if necessary to reflect the employee's entitlement to Worker's Compensation benefits with the balance of his/her salary, if any, to be paid by payroll check. If accumulated time is completely exhausted before Worker's Compensation benefits terminate, the employee shall thereafter receive only his Worker's Compensation benefits. Credit for PTO shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workmen's Compensation benefits. However, credit for said leave shall be actually added to an employee's account only upon his return to work.

- B. Under the New Jersey's Temporary Disabilities Program, employees may be eligible for up to twenty-six (26) weeks of disability coverage for one year. The employee may use PTO for the waiting period.

ARTICLE 15 CLOTHING AND EQUIPMENT

- A. The following items will be issued by Employer at no cost to the employee:
1. Rain Gear
 2. Safety Gloves (as needed)
 3. Safety Glasses (as needed)
 4. Safety Vests (as needed)
 5. 5 Work t-shirts
 6. Safety Shoes (annual allotment of \$200.00 per year per person after 30 days of employment. Employees may submit receipts for boot allotment for boots purchased during the first 30 days of employment; however, the submission must be made after 30 days of employment.)
 7. Work Pants (annual allotment of \$200 per year per person, except mechanics, after 90 days of employment).
 8. For mechanics only, employer shall provide uniform cleaning services to include replacement as needed for 11 pairs of pants and 11 shirts.

Uniform dress code consisting of OTC issued workpants and work T-shirts is required of all employees covered by this Agreement in order to present a proper appearance at all times during work hours. Employees failing to appear in accordance with the uniform dress code during work hours may be subject to discipline, which includes, but is not limited to, being sent home for the day.

- B. The employee is responsible for replacement of any items assigned to him or her and/or lost or stolen items. Payment for items not returned at the time of separation from employment shall be deducted from employees' final pay. Documentation must be completed when the employee returns or replaces the items assigned to him/her. A copy of the documentation will be provided to the employee at the time the equipment is returned and/or replaced.
- C. Replacements due to normal wear of safety gloves, glasses, safety vests and uniforms will be made as required without cost to the employee. To receive equipment replacement, employees must return the worn or defective equipment that they wish to replace. An employee who does not return worn or defective equipment, will be charged for the receipt of replacement equipment. This charge will be equivalent to the Company's cost for the equipment issued. This provision shall also apply to any tools issued by the OTC and used by the employees. Again, documentation through the use of a paper trail shall be completed when the employee returns or replaces the items assigned to him/her. A copy of the documentation will be provided to the employee at the time the equipment is returned and/or replaced at the employee's request. Not to include equipment that is replaced daily, such as safety gloves, vest, and glasses.

ARTICLE 16 HEALTH INSURANCE

- A. All OTC employees shall receive the same health care package. This includes the members of Local 1038. All full-time union employees will receive benefits after the ninety-first (91) day work test period. Effective January 1, 2015 Tier 2 Health Benefits (attached) will be free of charge for Single Coverage for all employees.
1. A detailed benefits plan is attached to and made part of this agreement. No changes to health benefits, including vision and dental shall be made during the life of the contract.
 2. Employees selecting Tier 3 coverage (attached) will pay a premium share for the coverage in accordance with the following schedule:
 - a. Employees with a base salary of \$29,999.99 or less can "buy up" to Tier 3 for 6.5% of the premium cost of Tier 3.
 - b. Employees with \$30,000.00 or more can "buy up" to tier 3 for the difference in cost between the Tier 3 premium and the Tier 2 premium.
 3. Full family coverage may be purchased at the discretion and financial obligation of the employee.
 4. Employees are eligible for benefits on the first of the month which follows the first 90 calendar days of employment. (i.e. Employee starts on January 16, 1999; the 90th day of employment would be April 15th. The employee would then be eligible for benefits on May 1st which is the first of the month immediately following the first 90 days of employment).
 5. For Union members covered under an alternative health insurance plan, and who can show proof of same, these members may opt out of the OTC Health Insurance Plan. In consideration for opting out of the health insurance plan, the OTC will compensate these employees \$67.30 per pay period. This is based on \$1750.00 and 26 pay periods per year. Union members are only eligible if they are not receiving health insurance from the OTC and can show evidence of an alternative plan. Proof of alternative coverage should be provided to the OTC Human Resources Department. See the OTC Human Resources Department for additional details.
- B. Consolidated Omnibus Budget Reconciliation Act (COBRA)

In April, 1986 Congress passed the Consolidated Omnibus Budget Reconciliation Act (COBRA). One of the provisions of this act requires employers to allow terminated employees and dependents who would otherwise lose their coverage to continue group health coverage. This means that employee may continue group health benefits for up to 18 months if employment terminates for any reason except gross misconduct. Dependents may also continue their coverage under certain circumstances if they also had group health coverage.

1. If an employee leaves the OTC and wishes to continue health benefits they must notify the personnel office in writing within fifteen days of the last paid date of employment. The employee will be responsible for full and timely payment of all premiums.
 2. Employees may continue health coverage for themselves and family members covered from the time benefits are terminated through their 18th month of separation, by paying COBRA rates.
- C. Employees and their families may also be covered at their own expense.

ARTICLE 17 PERSONNEL FILES

- A. Upon prior notice to Personnel, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.
- B. The Employer shall not insert any adverse material into any file of the employee, unless the employee has had the opportunity to review, sign and receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights.
- C. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file.
- D. Since good performance should be recognized, if a negative or disciplinary notice is older than eighteen (18) months from the date of issuance, it shall be deemed to be removed from the employee's file.

ARTICLE 18 BULLETIN BOARDS

Management shall provide a bulletin board at any enclosed recycling facility in a centrally located place for the exclusive use of the union.

ARTICLE 19 JOB DESCRIPTIONS

- A. Management and the Union jointly agree on a job description for each job title.
- B. New Job Titles:

The following job titles have been added to those listed under Article 1C:
Side Load Drivers with CDL B with air brakes

ARTICLE 20 JOB OPENINGS AND POSTING

- A. All Union job openings (non-entry level) shall be posted for a period of six (6) working days before the employer seeks outside applicants. The posting shall contain the minimum qualifications, skill requirements, wages and job description for each posted position. Copies of the postings shall be given to the Stewards on site at least 24 hours in advance.
- B. Employees shall be given the job opening he/she applied for based on their demonstrated ability to perform adequately in the position. . For equally qualified applicants, seniority shall be the determining factor.
- C. The parties agree that certain jobs in the recycling division require the employee to obtain a commercial license (CDL), and further that the OTC has no control over federal regulations or statutes that may be modified or may require that more drivers and/or greater numbers of vehicles require CDLs. Therefore, it is agreed should a particular promotion or position require a CDL, and should an employee currently either in such a position or desiring a promotion to such a position be unable to obtain a CDL within six (6) months, that said employee shall be terminated, in the case of an employee in an existing position, or should be denied the position, or have the promotion revoked, in the case of an employee seeking to be promoted into a CDL-required position.
- D. The OTC agrees to utilize Union members before temporary employees, when a Union member has reported for work at their scheduled start time.
- E. Effective January 1, 2018, individuals working as temporary employees on said date will be hired in the same capacity as other members of this unit, subject to the 90 day probationary period. The 90 day probationary period will begin on the date the CBA is signed. Currently employed workers will receive one week credit toward each month already worked shortening the probationary period by the number of credited weeks.

ARTICLE 21 NO STRIKE NO LOCKOUT

During the term of this agreement, the union agrees not to engage in or support any strike, work stoppage, slowdown, or other similar action by employees covered by this Agreement. No lockout of employees shall be instituted or supported by the OTCBC during the term of the Agreement.

ARTICLE 22 EARLY TERMINATION

Should any action by the Burlington County Commissioners, court litigation, or other changes in the collection program beyond the OTC's control cause a partial or full closure or modification of the recycling operations, which action necessitates layoffs, the union will be notified as far in advance as possible in accordance with New Jersey law. The OTC agrees to meet prior to any layoff to try and find alternatives to any proposed layoff. Employees shall be laid off by employer, with employer considering the extent of the funding reduction or program

modification. In the event of a layoff, the OTC shall lay off employees on a seniority basis with the most senior employee being laid off last. If the OTC recalls employees who have been laid off back to work, the recall shall be on a seniority basis, with the most senior employees being called back first. Recalls shall be based on seniority with the OTC job categories. Layoffs will be based on seniority provided that the senior employee can do the job. In the event of full closure of recycling operations as a result of the elimination of funding by the Burlington County Board of Freeholders or as a result of litigation, this agreement shall terminate; employees shall be paid for all accrued benefit time in accordance with the terms of the collective bargaining agreement.

ARTICLE 23 Probation and Seniority

Seniority shall be defined as the employee's length of continuous service measured from the employee's last date of hire within the bargaining unit.

In cases where two (2) employees have the same hire date with the OTC, the question of seniority must be addressed. The tie will be broken by drawing straws unless otherwise dictated in the terms of this Agreement.

OTC shall furnish to the Union, upon its request, a copy of an up to date seniority list at start of every calendar year. Such list shall include the name and address of each current employee along with their most recent job title, noting any who are on a leave of absence.

OTC shall provide on a monthly basis a list of all bargaining unit members, which includes the members name, address, job title, and hire date.

Probation shall be considered the first ninety (90) days in which the employee is a member of the collective bargaining unit. The employer may discharge an employee for any reason during this first ninety (90) days of employment.

ARTICLE 24 MAINTENANCE OF STANDARDS

All terms and conditions of this Agreement shall remain in full force and effect while a successor agreement is being negotiated and until a new agreement is reached.

ARTICLE 25 SEPARABILITY & SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, provisions not affected thereby shall continue in full force and effect.

B. If any such provision is declared invalid by operation of law, parties of this agreement will forthrightly entertain re-negotiations on the invalid provision.

ARTICLE 26 FULLY BARGAINED PROVISIONS

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

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 27 SALARIES

A. Effective January 1, 2021, Union Employees shall be paid in accordance with the tables set forth below:

Front Load Drivers – with CDL B with air brakes

	January 1, 2021	January 1, 2022	30 days after ratification in 2022	January 1, 2023
STARTING WAGE	\$21.78	\$21.99	\$23.75	\$23.98

Side Load Drivers – with CDL B with air brakes

	January 1, 2021	January 1, 2022	30 days after ratification in 2022	January 1, 2023
STARTING WAGE	\$20.78	\$20.98	\$22.75	\$22.97

Rear Load Drivers – with CDL B with air brakes

	January 1, 2021	January 1, 2022	30 days after ratification in 2022	January 1, 2023
STARTING WAGE	\$20.78	\$20.98	\$20.98	\$21.19

Drivers with Class D Driver's License

	January 1, 2021	January 1, 2022	30 days after ratification in 2022	January 1, 2023
STARTING WAGE	\$18.56	\$18.74	\$18.74	\$18.93

Laborer 1

	January 1, 2021	January 1, 2022	January 1, 2023
STARTING WAGE	\$15.00	\$15.15	\$15.30

Laborer 2

Qualifying Year	January 1, 2021	January 1, 2022	January 1, 2023
STARTING WAGE	\$15.43	\$15.58	\$15.74
2005-2010	\$15.76	\$15.91	\$16.07
1987-1992	\$17.69	\$17.87	\$18.05

Equipment Operator

QUALIFYING YEAR	January 1, 2021	January 1, 2022	January 1, 2023
STARTING WAGE	\$20.78	\$20.98	\$21.19
1988	\$21.69	\$21.90	\$22.12

Lead Equipment Operators

	January 1, 2021	January 1, 2022	January 1, 2023
STARTING WAGE	\$21.84	\$22.06	\$22.28

Mechanics

CLASS	QUALIFYING YEAR	January 1, 2021	January 1, 2022	January 1, 2023
Class 1	All	\$22.54	\$22.77	\$23.00
Class 2	All	\$25.06	\$25.31	\$25.56
Class 3	2004-2023	\$27.87	\$28.15	\$28.43
Class 3	2001	\$29.66	\$29.96	\$30.26
Class 3	1990	\$30.05	\$30.35	\$30.66

B. Retirement Savings:

The OTC shall provide longevity pay for service in the following job titles only:

Drivers with CDL A

Drives with CDL B with Air Brakes (Front Load, Side Load and Rear Load Drivers)

Drives Class D

Equipment Operators

Lead Equipment Operators

Mechanic I

Mechanic II

Mechanic III

C. Employees promoted to one of the job titles listed in paragraph B prior to 1/1/2018 shall be placed on the below longevity scale based on his/her date of hire with no retroactive pay (**at any time on or before or after the signing of the 2017-2019 Memorandum of Understanding**), and said longevity will be an amount equal to the following:

After four (4) years of service -one percent (1%)

After five (5) years of service -two percent (2%)

After six (6) years of service -three percent (3%)

After seven (7) years of service -four percent (4%)

After eight (8) years of service -five percent (5%)

After nine (9) years of service -six percent (6%)

After ten (10) years of service -seven percent (7%)

After eleven (11) years of service -eight percent (8%)

After twelve (12) years of service -nine percent (9%)

After thirteen (13) years of service -ten percent (10%)

D. Employees directly hired into one of job titles listed in Paragraph B, or promoted to one of the job titles listed in paragraph B on or after 1/1/2018, shall be placed on the below longevity scale based on his/her date of promotion and only after completing the years of service in said title as listed in the below longevity scale, and said longevity pay will be an amount equal to the following:

After four (4) years of service in a paragraph B title -one percent (1%)

After five (5) years of service in a paragraph B title -two percent (2%)

After six (6) years of service in a paragraph B title-three percent (3%)

After seven (7) years of service in a paragraph B title-four percent (4%)

After eight (8) years of service in a paragraph B title-five percent (5%)

After nine (9) years of service in a paragraph B title -six percent (6%)

After ten (10) years of service in a paragraph B title -seven percent (7%)

After eleven (11) years of service in a paragraph B title-eight percent (8%)

After twelve (12) years of service in a paragraph B title-nine percent (9%)

After thirteen (13) years of service in a paragraph B title-ten percent (10%)

E. The OTC shall continue its practice of accepting requests from members listed above to have the above percentages deposited in their 403(b) plan amount at their option. Deposits shall be made to coincide with each pay period.

F. For members working in positions listed in paragraph B opting to accept the longevity payments outright, and who do not wish to have same deposited in their retirement savings plan, they shall receive the appropriate payment with each pay.

G. For members working in positions listed in paragraph B previously grandfathered in the Longevity Pay plan shall be grandfathered into their respective levels of participation if more advantageous to the employee than the fringe benefits set forth in this paragraph.

ARTICLE 28 LABOR MANAGEMENT COMMITTEE

The Union and OTC agree to establish a Labor Management and Health and Safety Committee. The Committee shall consist of one (1) representative from each work area and a CWA representative. The Employer shall have four (4) representatives from Management, Processing, Collections and Safety. The frequency of the Labor Management Committee meeting will be four (4) times a year unless the need arises to address employee concerns sooner.

The purpose of the committee is to allow for better communication between employees and management. Communication between employees and employers is important for the efficient and safe operation of the OTC. The function of the committee shall be to discuss work place related issues, including, but not limited to, safety, health, operation concerns, field (road) or plant observations and new operational ideas. This forum shall be used to discuss employee concerns related to the above referenced issues and possible ways in which the issues could be improved. The intent of this forum is not to address individual employee concerns or grievances. Individual employee grievances shall be addressed in accordance with the grievance procedure set forth in Article III of this contract. This is not a grievance hearing for individual cases, grievance reviews or agendas. These meetings are to provide a forum for open and honest communications; a formal process to allow for information and idea exchange. Discussion of work place issues does not prevent an employee from grieving an issue.

ARTICLE 29 RESPECT AND DIGNITY CLAUSE

OTC and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed verbal and physical harassment of an employee is inappropriate.

The Union is aware that there is a similar clause as such in the OTC Handbook. Members are able to review and utilize the necessary steps needed in there Handbook before a grievance is filed. Grievances involving this clause of the contract shall be addressed through the 2nd step of the grievance Procedure only and are not subject to arbitration. Members are entitled to Union representation when complaints, investigations and so forth are being filed.

ARTICLE 30 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The OTC Board of Trustees hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:

1. To executive management and administrative control of the OTC and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board of Trustees.
2. To make rules and procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
4. To hire all employees, to promote, transfer, assign or retain employees in positions with the OTC.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.
6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

ARTICLE 31 SAFETY

1. The OTC and CWA agree that all employees are entitled to a healthy and safe working environment.
2. Employee complaints of unsafe and unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as possible to remedy any unsafe condition.
3. Employee shall not be required to work under conditions which are unsafe or unhealthful as determined by management or State Health and Safety Officials.
4. OTC will provide annual safety training to all employees.
5. OTC will ensure all vehicles and machinery are in good working condition and repair them in a timely fashion.
6. OTC and CWA will continue to work together to resolve any safety concerns through the Labor Management Health and Safety Committee referred to in Article 28.

ARTICLE 32 TRAINING BONUS

Employees who are utilized to train other employees or new employees will receive a \$25.00 per day training bonus.

Article 33 TERM AND RENEWAL

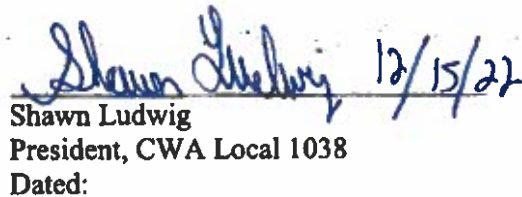
1. This Agreement shall become effective on the date when Union notifies OTCBC of proper ratification and shall remain in full force and effect until December 31, 2023.
2. The agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement.
3. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after December 31, 2023 subject to the provisions above.
4. The parties also agree to negotiate in good faith on all matters presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized in an effort to resolve such impasse.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal:

OCCUPATION TRAINING CENTER
OF BURLINGTON COUNTY, INC.

COMMUNICATIONS WORKERS
OF AMERICA LOCAL 1038


Isaac Manning
Executive Director
Dated:


Shawn Ludwig
President, CWA Local 1038
Dated: