AGREEMENT

BY & BETWEEN

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY/GLOUCESTER COUNTY DREAM PARK

AND

LOCAL 4-00380

UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING ENERGY, ALLIED INDUSTRIAL & SERVICES WORKERS INTERANTIONAL UNON (USW)

EFFECTIVE: JANUARY 1, 2023 – DECEMBER 31, 2025

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AGREEMENT

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND LOCAL 4-00380 UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL UNION (USW)

THIS AGREEMENT is effective January 1, 2023, by and between the Gloucester County Improvement Authority, hereinafter referred to as the "Authority" and USW International Union on behalf of its Local 4-00380, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS the parties have carried on collective bargaining for the purpose developing a contract covering wages, hours and other conditions of employment for employees of the Authority's DREAM Park facility;

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

ARTICLE 1
UNION RECOGNITION

The Authority recognizes USW International Union on behalf of its local 4-00380, as the exclusive representative for the purposes of negotiations as defined in Chapter 123 New Jersey Public Law of 1974 (the "Act") for the full-time and regularly employed part-time non-supervisory maintenance operators, maintenance laborers and barn laborers employed by the Gloucester County Improvement Authority at its DREAM Park facility.

Excluded from this unit are all managerial executives, confidential employees and supervisors within the meaning of the Act, causal employees, professional employees, police employees, craft employees, and employees represented in other negotiations units and all other employees employed by the Gloucester County Improvement Authority.

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

ARTICLE 2
MANAGEMENT RIGHTS AND RESPONSIBILITIES

The management of the Authority retains, subject only to such limitations as are specifically provided in this contract, the exclusive right to manage the Authority and to make any decisions affecting the Authority. This right includes the location of operations, types of equipment to be used or materials purchased or sold. It also includes what activities shall be performed and any additions, modifications or eliminations to said activities. Management has the right to hire, to determine the number of employees in any particular job category or the Authority as a whole

to change, add or eliminate job classifications, job content and qualifications. Establishment and scheduling of wording hours, wage rates, overtime schedules, performance levels and work pace, and standard of safety are also part of Management rights.
Management retains the right to discipline, suspend and/or discharge for just cause, transfer cross-train, lay-off, or promote employees of the Authority. The rights mentioned above are not all-inclusive but serve to indicate the types of matters within the jurisdiction of Management and shall not be construed to exclude other Management rights not specifically named herein.

ARTICLE 3
UNION SECURITY AND DUES CHECKOFF

A. Dues Checkoff. The Employer shall deduct regular Union dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions will be certified to the Employer by the Union. The Employer shall remit the dues to the Union on a monthly basis, no later than 14 days following the month in which the deductions were made, accompanied by a list of employees from whose pay such deductions were made. The list shall include each employee's Social Security number, base weekly pay, and the amount of dues deducted for the month. A copy of such list shall also be forwarded to the Local President. Dues deductions for bargaining unit employees shall not be made for any other employee organization.

B. Withdrawal of Dues Checkoff. In the event an employee withdraws his or her authorization for dues deduction by written notice to the Employer, deductions shall be halted as of July 1 next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52: 14-15.9e.

C. Compliance with Law. The Union shall maintain a demand-and-return system and shall comply with all other requirements of N.J.S.A. 34: 13A-5.5 et seq. with respect to the use of representation fees and the accounting thereof.

D. Hold Harmless. The Union will indemnify and hold the Employer handless with respect to any claims or legal actions arising out of compliance with this Article.

ARTICLE 4
PLANT VISITATION

A duly authorized representative of the Union, designated in writing, .after notice to the Director in charge of the DREAM Park, with 24 hour notice, except in cases of emergency, shall be admitted to the Administrative office and meeting area of the DREAM Park facility for the purpose of ascertaining whether or not this Agreement is being enforced, assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his visit. In the event the visit requires the Union representative to enter the operating areas of the DREAM PARK facility, the Union representative shall be accompanied by a representative of management. Such visits shall not interfere with, hamper or obstruct normal operations.

ARTICLE 5
UNION REPRESENTATION

A. Upon proper notice, the Authority shall not unreasonably deny the Union the right to have one employee to absent himself from his employment to attend to out of plant union meetings or conventions. The employees shall not receive any salary during this period of absence, nor shall the Authority be responsible for any expenses related to registration at

the convention or for expenses of the employee incidental thereto.

B. Upon prior notification to his supervisor, the steward shall have the privilege of leaving his worksite for a reasonable period of time during working hours without loss of pay. Such periods of time devoted to union business must take place on premises and the frequency and extent of the time extended must be reasonable and devoted solely to the proper handling of legitimate union business.

C. The Union shall reimburse the Authority for any long distance telephone charges incurred by the Authority as a result of union business calls made by the steward.

ARTICLE 6
HOURS OF WORK

A. Hours of Work.

1. Employees shall work shifts of eight and one half (8.5) hours, inclusive of a one half (1/2) hour unpaid lunch.
2. All permanent part-time employees shall be scheduled a minimum of twenty-four (24) hours per week. These hours may be reduced upon mutual agreement of the Employer and Employee with notice to the Union;
3. The use of summer help will not result in the reduction of any permanent full time or part time employees scheduled hours of work pursuant as set forth in this Section.

B. Schedules

1 Maintenance Operators: The Administrator shall be responsible for setting weekly maintenance operator shift schedules, which shall vary based on the facility event schedule.

2 Barn Laborers: The Administrator shall have authority to develop, set and modify rotating shift schedules, after consultation with the Union. The rotating shall, to the extent reasonably practicable, provide that each covered employees shall work at least two late shifts each work week and weekend work shall be equitably divided as required as to the number of horses boarded and staffing. Barn laborers shall be permitted to voluntarily swap shifts upon written request to management so long as appropriate coverage is maintained and no overtime is generated as a result.

3 Operators shall be included in the rotation schedule for the roll off truck.

C. Overtime. All time worked in excess of forty (40) hours in a given week shall be compensated through overtime pay at a rate of one and one half (1 1/2) times the regular hourly rate of the employee.

D. Procedures

1 Overtime will be kept to a minimum and must be authorized, in advance, by the Supervisor in completing an Overtime/Comp Time Approval form. The form should be copied to the Executive Director.

2 All non-exempt employees shall be eligible for overtime compensation.

3 Any non-exempt employee may agree to accept compensatory time off in lieu of paid overtime if there is sufficient manpower to allow this and it is approved by the Administrator and/or the Executive Director. Such a request should be executed by completing a "Waiver of Overtime Monetary Payment" form available from the payroll administrator. Such waiver must be completed and submitted with the bi-weekly time sheet for each incidence, or at the beginning of each calendar year to apply to the entire year.

4 Compensation for overtime will be paid on the first pay date following receipt of the time records.

5 A Department Head or Supervisor who anticipates the need for considerable extra hours of work should ordinarily give employees advance notice of required overtime work pending.

6 For emergency situations where short notice is given, employees will be expected to work overtime. Refusal to work overtime without valid reason may be cause for disciplinary action.

7 A rotation system of overtime assignments should be in effect when more than one person in the organization is capable of performing the work to be done. In situations where a scheduled event runs past its scheduled end time by less than four (4) hours, the operator working the event shall be required to work all overtime hours necessary to complete the event assignment regardless of the overtime rotation schedule.

Unauthorized use of overtime may be cause for disciplinary action. Part time employees shall not be required to request the use of available compensatory time until 24 hours following the issuance of the schedule or in accordance with the procedures of the DREAM Park, whichever is greater.

E. Stage Delivery/Pickup - Call-In Minimum

1 When an employee is required to deliver or pick up a stage commencing during non-scheduled work time, the employee will compensated for a minimum of four (4) hours at straight time. This time includes time worked from clock in to clock out. Management may require the employee to work the full two hours. Management retains the discretion to schedule delivery and pick up. An employee cannot be paid more than once for the same two hour period.

ARTICLE 7
PROBATIONARY PERIOD

A. All new employees will serve a probationary period of ninety (90) calendar days. This probationary period may be extended by mutual agreement of the Authority and the Union for an additional ninety (90) days.

1. Each new employee will serve a probationary period of ninety (90) calendar days. Probationary employees may be suspended or dismissed at any time during the probationary period if the Executive Director feels it is in the best interest of the Authority. Vacation, Sick and Administrative Days will be earned, but cannot be used during the probationary period. Therefore, any time away from work during an employee's initial probationary period will be without pay.
2. The purpose of the probationary period is to evaluate the employee's work performance and conduct, and to determine whether the employee merits permanent status. Prior to the completion of the probationary period, an employee performance evaluation shall be conducted by the appropriate Supervisor in accordance with the provisions in this manual. An unsatisfactory performance evaluation may result in separation.
3. A promoted or voluntarily transferred employee will be on probation for a period of sixty (60) days. Near the end of the probationary period, a performance evaluation will be completed by the Supervisor. If the promotion or transfer proves unsatisfactory, staff adjustments will be made.
4. When an employee is placed on probation as a result of disciplinary action or following demotion or involuntary transfer, a probationary period shall begin on the date of the disciplinary action. The length of the period will be determined at that time and will be of sufficient duration to provide the employee an opportunity to correct the outlined shortcomings or problems. During this period, the employee's performance will be closely monitored. Prior to completion of the probationary period, a performance evaluation shall be conducted. Unsatisfactory performance during the probationary period shall constitute grounds for separation from the Authority service.

ARTICLE 8
DISCIPLINE AND DISCHARGE

A. It is agreed that nothing herein shall in any way prohibit the Authority from discharge or otherwise disciplining any Authority employee, regardless of seniority, for just cause. Management has the right to invoke immediate oral reprimand to an employee in areas of violation of health, safety or other just cause. This reprimand can also take the form of immediate suspension with written notice of action. In a case of discharge or discipline involving written notice, an employee has the right to have a union steward present. Written notice of discharge or discipline shall be served upon the Union and the employee involved. In a case of private oral reprimand between employee and supervisor where the supervisor conducts no intel-view and places no written record in the employee's personnel file, a union steward need not be present.

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

C. In the event that a discharged employee feels that he has been discharged or disciplined unjustly, said employee or the Union, shall have the right to file a grievance, which must be in waiting, with the Employer within five (5) working days from the time of the discharge or discipline. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or discipline should be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

D. Probationary employees shall not have the right to have a Union steward present upon discharge or discipline; nor shall a probationary employee have the right to grieve discharge or discipline.

ARTICLE 9
GRIEVANCE PROCEDURE AND MEDIATION

A. In the event that any difference arises between the Authority and the Union, or between the Authority and any of its employees affected by this Agreement and concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance.

B. The procedure for the settlement of grievance shall be as follows:

1 **Step 1.** The employee or the employee and the Union's grievance representative shall present the grievance orally to the employee's immediate supervisor within five (5) calendar days after the employee becomes aware, or should have been aware, of the grievance.

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

2 **Step II.** In the event the grievance is not resolved under Step I hereof, the Union's grievance representative (who shall be the President of the Union) shall present the written grievance within fifteen (15) calendar days of receipt of the supervisor's written answer to the

Executive Director of the Authority and arrange for a meeting for the purpose of reviewing the grievance. Should no mutually satisfactory settlement be reached within fifteen (15) calendar days of the receipt of the written grievance, either party may refer the grievance to the Authority Board under Step III.

3 **Step III**. In the event the grievance has not been satisfactorily resolved in Step II hereof, the Union or the Authority may, within five (5) calendar days following the expiration of the fifteen (15) calendar days, notify the Personnel Committee of the Authority in writing that the grievance has not been resolved. The Personnel Committee of the Authority shall then hear the grievance within thirty (30) working days with all pal-ties being invited to attend. The employee is entitled to be represented at this hearing by the Union or at his choosing, by counsel, at his own cost.

The Personnel Committee shall render a decision in waiting within twenty (20) working days of the hearing.

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

a. A request for mediation shall be initiated by the Union serving upon the Authority notice in writing of its intent to proceed to mediation.
b. Said notice shall identify the provisions of the Agreement involved, the employee involved and a statement of the grievance or grievances which were made the subject of the previous steps.
c. The party requesting mediation shall make application to the Public Employment Relations Commission (PERC) and request that PERC submit a list of possible mediators from which the pal-ties may select a mediator by mutual agreement.
d. All fees and expenses or administrative charges for the mediator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expense pertaining to their respective witness from outside the bargaining unit.
e. If the mediator is unable to arrive at a mediated settlement that is acceptable to both parties, the parties shall request that he or she issue a written "Mediator's Recommendation" within thirty (30) days of the close of the hearing. This "Mediator's Recommendation" shall be final and binding on both parties, but shall have no presidential effect and shall not be admitted for any put-pose in any future cases.

C. All of the time limits contained in this Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance shall constitute an abandonment of a grievance and settlement thereof.

ARTICLE 10
SENIORITY

A. Seniority is defined to include two meanings'. 1) For purposes of seniority for daily jobs the definition would be total accumulated length of continuous services in that particular classification; 2) For purposes of seniority for total length of employment and layoffs the definition would be total accumulated length of continuous set-vices in any classification for the GCIA, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leaves of absence or absence for a bona fide illness or injury certified by a physician not in excess of two (2) years. Seniority shall be lost and employment terminated if any of the following occur:

1 Discharge for just cause.
2 Resignation.
3 Failure to return promptly upon expiration of authorized personal leave.
4 Absences for three (3) consecutive working days without leave or notice.
5 Engaging in any other employment during a period of leave.
6 Absence for illness or injury of more than two (2) continuous years or any extension thereof agreed to by the Authority.
7 Layoff for longer than twelve (12) consecutive months.

B. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, promotions, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be a factor in designating the employee to be affected.

C. If a newly created job or open job exists which represents a promotion or upgrading for employees within the bargaining unit, such job will be posted on the bulletin board and in the Balm and the Maintenance Shop for five (5) working days. Such posting is to set forth job classification, description and rate of pay (minimum and maximum). At the end of the posting period, if no employees have bid for the job, the Authority has the right to go outside. Employees wishing to bid for said posted jobs shall sign their names to such posting.

D. After the above-prescribed period, the authority shall make every effort to award the posted job to the most senior employee who signed the posting, and who is capable of doing the job. Whenever a vacancy occurs in the unit, present employees may request a transfer to said opening prior to the hiring of any new employee for said position. A transferred employee will have a trial period of up to ninety (90) days and, if he shall fail to qualify, shall return to his former position. The Authority shall determine this. Such action is subject to the grievance procedure of this Agreement.

ARTICLE 11
VACATION

A. The vacation leave policy shall be the following:

1. Employees employed by the GCIA on or prior to February 20, 2014.

1-4 years continual service	10 days
5-9 years continual service	15 days
10- 14 years of continual service	18 days
15 or more years' continual service	20 days

2. Employees employed by the GCIA after February 20, 2014.

1-4 years continual service	10 days
5-9 years continual service	12 days
10 - 14 years of continual service	15 days
15 or more years of continual service	20 days

B. Vacation is earned utilizing the anniversary date of a permanent full-time or permanent part-time employee's initial employment date. For example, three (3) weeks' vacation is available upon the completion of four (4) years which is the fourth anniversary of the employee's initial employment date.

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

1 Employees employed by the GCIA on or prior to February 20, 2014.

1-4 years continual service	.83 day/month
5-9 years continual service	1.25 days/month
10-14 years of continual service	1.5 days/month
15 or more years of continual service	1.66 days/month

2 Employees employed by the GCIA after February 20, 2014.

1-4 years continual service	.83 day/month
5-9 years continual service	1 day/month
10-14 years continual service	1.25 days/month
15 or more continual years' service	1.66 days/month

The fifteenth day of each month will be used as the cutoff date of whether an employee balms the vacation credit for that month.

D. A new employee begins earning vacation immediately upon the beginning of employment based upon the schedules and hourly rate outlined above. He or she is eligible to use earned vacation after completion of his or her probationary period.
E. Carry over vacation beyond the employee's anniversary date is limited to ten days. Vacation beyond ten days not utilized by the employee is lost and not reimbursable through payroll.
F. An employee who is separating from Authority service, except for cause or to quit without proper notice, shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the fiscal year. If the employee has taken vacation not yet Calmed, he or she will owe the authority for paid vacation not earned.
G. All vacations must be scheduled and approved by the appropriate Supervisor.
H. Employees with seniority will be given first preference in assignment of vacations when the request is made on or before March 31. Thereafter, vacation is granted on a first come first serve basis.
I. Temporary/summer employees are not entitled to vacation benefits.
J. Periods of time on Leave of Absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the calmed service credit for vacation leave.
K. In the event of duplication of requested vacation time by employees, requests of the senior employee would prevail.

ARTICLE 12
HOLIDAYS

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

New Year's Day — Martin Luther King Day (floating holiday)

President's Day (floating holiday)
Good Friday (floating holiday)
Easter
Juneteenth (floating holiday)
Memorial Day (floating holiday)
Independence Day (floating holiday)
Labor Day (floating holiday)
Columbus Day (floating holiday)
Election Day (floating holiday)
Veterans Day (floating holiday)
Thanksgiving Day
Day after Thanksgiving (floating holiday)
Half-day Christmas Eve (floating holiday)
Christmas Day

- "Premium" holidays underlined.

The DREAM Park facility is open every day of the year.

B. Employees who must work on any of the holidays specified as floating holidays (all non-premium holidays) shall be paid straight time for their work and shall also receive a comp day which must be taken as a whole day and scheduled in advance with the supervisor. The comp day must be utilized in the same year that it is earned. Part Time employees that work on floating holidays shall receive straight time pay and comp time for scheduled hours worked and for all hours worked in excess of scheduled time part time employees shall receive straight time pay.
C. Employees who work on any of the four designated premium holidays will be compensated at the rate of time and one-half for all hours worked on such holiday in addition to receiving 8 hours of straight time holiday pay.

D. Recognized holidays falling on Saturday will be observed on the preceding Friday, and recognized holidays falling on Sunday will be observed on the following Monday.
E. Personnel who report out sick prior to or subsequent to a holiday shall subunit a doctor's note in order to be paid for the sick day. Personnel who report out for any other unscheduled absence on the day before or day after a holiday shall not be eligible to be paid for the holiday.

ARTICLE 13
RETIREMENT REIMBURSEMENT

A. Eligibility for Retirement Payment. Upon retiring on a set-vice pension with the Public Employees Retirement Act of the State of New Jersey (PERS), an employee shall be eligible for a bonus payment based on the number of unused sick days remaining to the employee's credit.
B. Calculation of Payment. Upon retiring on pension, an employee shall be eligible for a one-time payment based on the number of unused sick days remaining to the employee's credit. The payment to retirees will be calculated as follows:
   1 The number of unused sick days will be divided in half;
   2 The result in (a) will be multiplied by the value of a day's pay for the employee at retirement;
C. The resulting figure will constitute the payment, except that in no case shall the payment exceed $10,000.

ARTICLE 14
SICK DAYS

A. It is the policy of the Authority to grant sick leave to an employee for an occasional absence due to illness, injury, or exposure to a contagious disease.

B. For all full-time permanent employees, sick leave shall be credited at the rate of one (1) day per month from the date of employment and unused sick leave shall be cumulative. Employees will earn half (½) of their monthly allotment within the first pay of the month, and the remaining half (½) of their monthly allotment in the second pay of the month. Seasonal/temporary employees are not entitled to paid sick leave. For permanent part-time employees, sick time is credited on a pro-rated basis.

C. No credit shall be granted to personnel leaving GCIA employment except as set forth above regarding retirement.

D. After three (3) consecutive sick days, an employee shall submit a doctor's note upon returning to work in order to receive compensation for those days.

E. If unable to report to work due to illness, the Operators shall be required to notify his or her immediate supervisor at least one (1) hour prior to his or her starting time. Barn Workers shall be required to notify his or her immediate supervisor at least three (3) hours prior to his or her starting time. Employees shall notify their immediate supervisor by calling their cell phone, a voicemail message should be left or a text message should be sent if they do not speak directly with them. Additionally, the employee needs to leave a voicemail message or send a text message to the DREAM Park Administrator's cell phone notifying him/her of the absence.

F. DREAM Park employees are responsible to notify his or her supervisor by 6:00 p.m. on a sick day if they will be absent again on the following day.

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

H. Sick leave for a prearranged medical or dental examination should be applied for in advance.

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

J. Excessive use or abuse of sick leave will not be tolerated and will result in disciplinary action. Documented time out for a work-related injury will not be included in determining excessive use of sick time.

K. A "pattern" of excessive sick leave will not be tolerated and will result in disciplinary action. A "pattern" can take many forms, such as:
   1. Same day illness (sick days utilized on Mondays, Tuesdays, etc.);
   2. Excessive one or two day sick leave occurrences; and/or
   3. Excessive sick leave, which may be deemed as ten (10) or more days in a calendar year, regardless of number of occurrences or duration. This will be considered on a case-by-case basis.

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

M. Employees may use sick leave benefits for an absence due to their own illness or injury or for

care of a seriously ill member of an employee's immediate family. For purposes of this policy, immediate family shall include an employee's father or step-father, mother or step-mother, spouse, child or foster child, brother, sister and any relatives of the employee residing in the employee's household.

N. Sick days cannot be utilized during an employee's probationary period.
O. Sick time will not be earned during any unpaid leave of absence, worker's comp leave, disability leave, FMLA or NJFLA leave which exceeds two weeks.
P. The Authority may adopt sick leave verification procedures after discussion with the Union from time to time to control sick leave abuse as it may determine to be necessary.

ARTICLE 15
PERSONAL DAYS

A. A total of two (2) administrative leave days for permanent full-time and permanent part-time employees will be given on an annual basis (i.e. January 1 through December 31). Employees hired after July 1 will be eligible for one (1) day for the balance of the year. Administrative leave cannot be used until employee completes his/her probationary period.
B. Administrative leave days are not cumulative from year to year nor shall they be paid out upon termination of employment.
C. Administrative leave days must be scheduled and approved in advance by the appropriate Supervisor and/or Executive Director.

ARTICLE 16
BREAKS AND WASH UP TIME

Employees shall be entitled to a fifteen (15) minute break in the morning, and a fifteen (15) minute break in the afternoon. Permanent part-time employees are entitled to a fifteen (15) minute break only when working four (4) hours or more in a work day. Part time employees working 8 hours per day are entitled to fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

ARTICLE 17
HEALTH AND SAFETY

A. The Authority shall institute and maintain all necessary precautions for safeguarding the health and safety of its employees. Both the Authority and the Union recognize their mutual obligation to assist in the prevention, correction, and elimination of all unhealthy and unsafe worldly conditions and practices. Employees assigned to the DREAM Park facility must also comply with all safety policies and procedures outlined in the DREAM Park facility safety manual and PPE posting.
B. No employee shall knowingly be permitted to work on a job that is detrimental to his health. The Authority in accordance with applicable law and Authority policy will make reasonable accommodations for employees that are unable to perform the essential functions of their job due to a disability, injury, and/or health condition.
C. Employees working in areas with potential health hazards shall receive an annual physical exam, with such physical exam to include a test for drugs. Each employee is required to

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

D. There will also be another annual test for drugs performed randomly on employees covered by this agreement. In addition to an annual random drug test, employees utilizing a Commercial Driver's License (CDL) as part of their job are subject to random urine screenings due to the safety sensitive nature of their positions.

ARTICLE 18
NON-DISCRIMINATION

The Authority will not discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:3A-5.4). Further, the Authority will not discharge or otherwise discriminate against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under the Employer-Employee Relations Act.

ARTICLE 19
JURY DUTY

A. An employee called to jury duty will be granted paid time off as the court requires. Absence from work will not be counted against any regular leave. The employee will be excused from work providing that said employee presents a summons copy to the Supervisor prior to the date summoned for jury duty.
B. Jury duty leave is provided to employees so that they will be able to fulfill their civil obligation.
C. Written evidence of employee's attendance at jury duty must be submitted for employee to receive his pay for the jury duty time.
D. Any payments for jury duty received by the employee except money received for mileage and expenses must be endorsed to the Authority; failure to turn over such payments will result in the amount calmed being withheld from the employee's pay.
E. If an employee is excused early from jury duty, prior to the end of the workday, he must report to work for the remainder of that day as long as he/she is released with enough time to be able to work at least half of his or her shift. If an employee's jury duty is not scheduled to begin until the afternoon, he must report to work and he will be excused from work one hour prior to the time his jury duty is scheduled to begin.

ARTICLE 20
BEREAVEMENT LEAVE

A. In the event of a death in the immediate family, an employee, when scheduled to work will be granted up to three (3) days off with pay for the purposes of making funeral or memorial service arrangements or to attend the funeral or memorial services for any death in the employee's

immediate family and, with respect to extended family, one (1) day off, to be used for the same put-pose. No paid time off will be granted under this Article for use for any purpose not set forth herein.

B. The term immediate family is defined as employee's spouse, civil union partner, child (natural or adopted), parent, sibling, or any other relative residing in the employee's household.
C. The term extended family for purposes of this article is deemed as an employee's grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son- in-law, daughter-in-law, niece, or nephew.
D. If additional bereavement time is needed, it may be taken, with the prior approval of the Executive Director, as vacation, sick, or administrative leave or unpaid leave, if all other leaves have been exhausted.
E. Confirmation of the death and the familial relationship may be required to be submitted (obituary, funeral card, etc.).

ARTICLE 21
DISABILITY AND WORKERS COMPENSATION LEAVE

A. When an employee is injured on the job, he should immediately report this fact to his immediate supervisor or Department Head. If the accident is of a serious nature, necessary emergency care should be procured and the Benefits Administrator should be notified. An Accident Report will be forwarded to the Executive Director. The Department Head shall notify the Executive Director of each injured employee who does not return to work within seven (7) calendar days. All medical bills should be turned in to the Administrative Office.
B. Whenever any employee is absent as a result of a personal injury caused by an accident arising out of and in the course of his employment, the employee shall be paid one- hundred percent (100%) of the employee's salary or wages for the period of two weeks, then eighty-five percent (85%) for up to twenty-six (26) weeks, then receives pay only through workers comp for up to one (1) calendar year without having such absence charged to his sick leave. Salary or wage payments provided in this Paragraph shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the New Jersey Statutes entitled Labor and Workers Compensation.
C. Any amount of salary or wages paid or payable to the employee pursuant to this paragraph shall be reduced by the amount of any workers compensation award made for temporary disability. Prior to receiving any pay, pursuant to this Paragraph, the employee will execute an assignment of benefits authorizing the workers compensation carrier to pay directly to the Authority the checks for temporary disability. In the event the employee fails to execute such an assignment or appropriates any workers compensation check for temporary disability to his own use, then in that event, salary payments will not be due under this Paragraph until such time as the assignment is executed and/or workers compensation payments for temporary disability received by the employee are remitted to the Authority.
D. FMLA/NJFLA – All leave granted under the terms of the contract (paid and unpaid leave) will comply with and be subject to the policies of the Gloucester County Improvement Authority and all applicable law, wherever such revisions are applicable.

ARTICLE 22
MILITARY LEAVE

Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law. A copy of orders must be submitted to the DREAM PARK Administrator immediately upon receipt by the involved employee. Such leave will be in addition to regular vacation leave.

ARTICLE 23
WORK CLOTHES, SAFETY SHOES AND TOOLS

A. Employee will be provided with uniforms and safety equipment. Once every two years, the Authority shall provide each permanent full time employee with the following: 6 uniform shirts (3 short sleeve and 3 long sleeve), and 3 sweatshirts. Permanent part time employees shall receive the same issue of uniforms as permanent full time employees, except they shall only receive 3 uniform pants every two years. It shall be the responsibility of the employee to clean and maintain the uniform items. However, damaged or destroyed uniform items will be replaced by the employer provided the damage is not due to employee negligence.
B. Employees will be reimbursed up to a total of $150 annually, for the purchase of safety shoes. Safety boots must be of good quality construction that protect feet from crushing, compression or puncture by falling, moving, or sharp objects. The boots should provide good traction. Safety shoes shall be worn at all times while at the facility. Employees effective at the signing of this contract, will be reimbursed up to a total of $75 annually, for the purchase of work pants. Employees must provide valid receipts in order to receive reimbursement under this provision.
C. Employees are required to wear all uniform items and safety equipment.

ARTICLE 24
INSURANCE AND BENEFITS

A. The Authority will provide employee benefits, medical insurance, life insurance, and a vision program.
B. The Authority provides to its permanent full-time and permanent part-time employees, a comprehensive employee benefits program covering the following areas:

Administrative/Personal Days
Bereavement Leave
Credit Union
Deferred Compensation Plans
Disability Insurance
Holidays
Jury Duty
Leave of Absence
Life Insurance
Medical Insurance programs*

Military Leave
Retirement Plan
Salary Adjustments
Sick Leave**
Training and Continuing Education
Vacation**
Workers Compensation

* not available to permanent part-time employees
** based on a pro-rated basis of amount of hours worked by permanent part-time employee (34 hours or less per week)

C. Medical insurance is available to full-time permanent employees, subject to the premium share provision set forth in Paragraph D below. The Authority shall provide four plan options for coverage, which shall be termed the Platinum, Gold, Silver and Bronze plans. Each plan offers a different level of benefits, with the premium set according to the plan level benefits, with the Platinum plan being the highest cost plan. Employees seeking to reduce the amount of their premium share amount may elect from a lower cost plan. Additional information on the plans, including a schedule of benefits for each plan is available from any employee in the Health Benefits Department.

D. The Authority shall provide dental and vision coverage as follows:

Dental	1. Subject to a $ 1,500 per person calendar year maximum: A. Preventative - 100% cleaning, scaling & polishing) B. Restorative - 80% (simple extractions, surgical removal of teeth, repairs to broken partial or full removable dentures) Major - 50% (insertion of bridges, partial or full dentures, crowns) II. Orthodontics - 50% (lifetime maximum, $1000 per person) III. Deductible - $50 per family member per calendar year
Vision	$175 per family member/per calendar year (eye exams, glasses, contact lenses payable at 100% to max.)

E. In conjunction with the employee premium share as set forth herein, the Authority will pay the premium for the medical insurance outlined above for all full-time employees and eligible family members. Employees electing health benefits coverage shall be required to pay contributions based on a percentage of the cost of coverage as set forth in Section 39 of P.L. 2011, c.78. Notwithstanding any expiration of Sections 39 to 44 four (4) years after the effective date of P.L. 2011, c.78, the fully phased in applicable employee contribution rates set by Section 39 of P.L. 2011, c.78 shall be considered part of this Agreement unless and until specifically modified by collective bargaining permitted by law. Any employee contribution shall be subject to any applicable contribution phase in periods set forth in Sections 40 to 44 of said public law.

F. The Authority may, from time to time, select policies which differ from those offered above, but coverage under each plan option shall be the equivalent to the plan designs in effect on December 1, 2011.

G. Health benefits will commence once the employee completes the waiting period of sixty (60) consecutive days as an active employee. The waiting period may be waived at the discretion of the Executive Director.

H. Waiving Medical/prescription coverage

1 GCIA employees are eligible to receive monthly payments in lieu of insurance, if they choose to waive their medical/prescription benefits. This choice should be made only if the employee does not expect these benefits to be needed. Also, employees who waive their medical coverage must produce proof that they have medical coverage through another source (such as a spouse who is also providing benefits).

2 Waivers will take effect on the first day of the month following the date the waiver has been approved, and will continue unless the employee subsequently reenrolls. In addition, employees who lose their alternative coverage will be re-enrolled immediately after giving notice to the GCIA, so long as there was previous credible Coverage.

3 Monthly payments will begin in the month following the acceptance of the waiver and will continue as long as the waiver remains in effect. The amount of the payments will depend upon the type of coverage the employee waives, using the following schedule:

Employee Only Medical/prescription Coverage:	$57.69 per pay
Family Medical/prescription Coverage:	$138.46 per pay

4 In order to qualify for the waiver program, employees must complete a waiver form and return it to the Health Benefits Administrator. Forms may be obtained from the Health Benefits Administrator.

I. Life Insurance

1 The Authority provides a term life insurance policy to employees. Please see the Benefits Department for more information.

2 As an active member of the Public Employees Retirement System (PERS) you may be covered by two types of group life insurance'.

a. NON-CONTRIBUTORY GROUP LIFE INSURANCE is provided by your employer through the retirement system. This is equal to one and one-half your annual base income. There is no cost to you for this coverage.

b. CONTRIBUTORY GROUP LIFE INSURANCE is the insurance for which you pay the premium. The law requires that you must be covered by contributory insurance for the first 12 months of your membership. After the 12 months have elapsed, you may cancel this coverage, if you wish, by filing the proper form available through the payroll office. Once you have cancelled this coverage, you cannot be reinstated nor are your contributions refunded. The value of this policy is equal to one and one-half your annual base income. The cost of the insurance is determined by PERS.

3 Any information regarding PERS or Contributory Life, contact the Woodbury Administrative Office. The Authority provides the opportunity for all employees to voluntarily purchase coverage through payroll deductions for a life insurance policy thru Standard Insurance. This policy is for the employee and the employee's family members. Please see the Health Benefits Administrator for more information.

J. Long Term Disability Insurance (non-short-term State)
   1 Disability insurance is available to employees after a ninety (90) day waiting period. Please see the Benefits Department for more information on enrolling.
   2 New Jersey State Temporary Disability Insurance will cover employees who become disabled during the waiting period. Specific details of the disability insurance coverage are provided in the employee health benefits handbook.

K. Vision Program: Vision program is self-insured by the Authority that reimburses employee and family members up to $ 175 per family member per calendar year.

L. Safety Glasses: For reimbursement of safety prescription glasses for those employees required to wear them, the following will be adhered to: One reimbursement allowed every two years. 2011 = $250 reimbursement limit; 2012 = $275 reimbursement limit; 2013 = $300 reimbursement limit.

ARTICLE 25
PENSION CLAUSE

A. PERS is a mandatory pension plan, administered by the State of New Jersey for all public employees. Employee contributions are a percentage of your annual base salary, as determined from time to time by PERS. Specific details are provided to employees from the Payroll Administrator in the Woodbury Administrative Office or from PERS.

B. Also available are two voluntary Deferred Compensation contribution plans for all employees. The first plan is available through The Variable Annuities Life Insurance Company (VALIC). The second plan is available thorough AXA Advisors. See the Payroll Administrator in the Woodbury Administrative Office for more details.

C. GCIA will provide continuing medical and prescription coverage for certain employees who retire under the Public Employees Retirement System or other state retirement system, together with their dependents, as follows:
   1 Employees who have retired on a disability pension;
   2 Employees who are 65 years old and have retired after 25 years or more of service credit in a state or locally-administered retirement systems at the time of retirement; or
   3 Employees who are 62 years old and have retired after 20 years or more of service credit in a state or locally-administered retirement system at the time of retirement.

D. All permanent full-time employees are mandated to be enrolled in PERS per New Jersey law.

ARTICLE 26
WAGES

A. Retroactive to January 1, 2023, regular employees covered by this Agreement will receive a 3.0 percent increase over 2022 wages. Wages are as follows:
   1 Maintenance Operator $23.92/hour
   2 Maintenance Laborer $21.35/hour
   3 Barn Worker $18.17/hour

B. Effective January l, 2024, regular employees covered by this Agreement will receive a 3.0 percent increase over 2023 wages. Wages are as follows:
   1 Maintenance Operator 24.63/hour
   2 Maintenance Laborer $21.99/hour

3 Barn Worker $18.72/hour

C. Effective January 1, 2025, regular employees covered by this Agreement will receive a 3.0 percent increase over 2024 wages. Wages are as follows:

1 Maintenance Operator $25.37/hour
2 Maintenance Laborer $22.65/ hour
3 Barn Worker $19.28/hour

D. Starting salaries for new employees hired during the term of the Agreement shall be a rate which is Two Dollars ($2.00) less than the rate for their position paid to regular employees, as specified herein, as follows: After the completion of six months of service, new employees shall receive a raise of $1.00. After the completion of one year of service, new employees shall become regular employees and shall be entitled to receive the regular employee rate for their position.

1 The authority will pay for any expenses to acquire a CDL license required by an employee's position. The Authority will reimburse expenses to maintain current status during employment with the GCIA. The employee must provide proof of payment.
2 If the Authority offers training for the on the road portion of CDL test using Authority equipment to employees in positions for which a CDL license is NOT required, such training opportunities will be offered on an equitable basis among employees who have passed, on their own initiative and at their own expense, the written pol-lion of the CDL test. Such training opportunities shall be voluntary and Employees (other than Employees engaged as the trainer) shall not be paid for any training time or for time taking the CDL test.

E. Maintenance Operators must be able to demonstrate proficiency with all equipment necessary for the position. Maintenance Operators who are employed in that position on the date this Agreement becomes effective shall have one year from that date to demonstrate such proficiency. Training, pursuant to a schedule set by the Administrator, shall be provided to these employees.

F. Maintenance Operators who enter the position after the effective date of this Agreement shall have six (6) months to demonstrate proficiency with all equipment necessary for the equipment. Nothing herein shall preclude the Authority from requiring any employee or applicant who seeks to fill a Maintenance Operator position from being able to demonstrate such proficiency prior to entering the position.

SIGNATURE PAGE

The foregoing Articles of this Agreement shall be in effect for covered employees at the Dream Park for the period from the date of execution through December 31, 2025.

This Agreement shall be in full force and effect through December 31, 2025 unless notice is given in writing by either party to the other, three months prior to the aforementioned expiration date that such party desires a change in the terms and conditions as set forth herein.

This Agreement shall not, however, become effective until countersigned by a duly authorized representative of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, USW, AFL-CIO-CLC, on behalf of its Local 4-00380, and the Gloucester County Improvement Authority.

UNITED STEELWORKERS
AFL-CIO-CLC

Thomas Conway, International President

John Shinn, Secretary/Treasurer

Dave McCall, Vice-President, Administration

Kevin J Mapp, Vice-President, Human Affairs

Del Vitale, Director, District #4

Ken Gomeringer, Staff Representative

Robert Tapp, President, Local #4-00380

GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY

Charles Fentress, Chairman

Paul W. Lenkowski
Secretary/Treasurer

George D. Strachan
Executive Director