

**AGREEMENT  
BY AND BETWEEN**

**WESTERN MONMOUTH UTILITIES AUTHORITY**

**AND**

**TEAMSTERS LOCAL UNION NO. 701**

**OFFICE-CLERICAL EMPLOYEE'S CONTRACT**

**EFFECTIVE FEBRUARY 1, 2013- THROUGH- JANUARY 31, 2017**

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## ARTICLE 1. RECOGNITION OF RIGHTS

### A. RECOGNITION OF UNION

1. In accordance with the "Certificate of Representative" of the Public Employment Relations Commission dated September 2, 1992 (Docket NO. RO 91-131), the Authority recognizes the Local Union 701 as the exclusive collective bargaining agent in matters pertaining to wages, hours of work, and other terms and conditions of employment for all its employees in the Union.

2. The Authority will not negotiate with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with the employees in the Union.

3. **Included:** All clerical employees employed by the Western Monmouth Utilities Authority.

**Excluded:** All managerial executives, confidential employees, supervisors within the meaning of the Act, professional employees, craft employees, all employees in other negotiating units and all other employees employed by the Western Monmouth Utilities Authority.

### B. MANAGEMENT'S RIGHTS

1. Except as specifically modified, relinquished or restricted herein, as long as such terms are in conformance with the Constitution and Laws of the State of New Jersey and of the United States, the Authority retains and shall possess and may exercise all rights, powers, functions, and privileges whether or not exercised, existing to it prior to the recognition of the Union and the execution of this Agreement, and same shall be retained by the Authority and

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remains exclusively in the discretion of the Authority.

2. Included in such rights, but not limited thereto, is the Authority's right to manage and operate its facility, to introduce new methods of operation and administration, to determine, establish or modify job standards, to introduce or change machinery, equipment and technical apparatus, to direct the working forces, to fix the number of shifts and adjust the same from time to time, to hire, classify, promote, transfer, discharge, suspend, discipline, lay-off, and recall employees, and, generally, to control and direct the Authority in all of its operations and affairs.

3. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities, duties, or authority under N.J.S.A.40-14B, the Sewerage Authority Law or any other national, state, county, or local law or ordinance.

## **ARTICLE 2. POLICY AGREEMENTS**

### **A. NON-DISCRIMINATION**

1. The Authority and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, color, religion, national origin, physical handicap, political affiliation, Union membership, or legal Union activity permitted herein.

### **B. INITIATION FEE DEDUCTION**

1. The Authority agrees to deduct from the wages or salaries of its employees, subject to this Agreement, initiation fees and dues for the Union. The amount of initiation fees and dues will be certified to the Authority by the Secretary-Treasurer of the Union, and such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e) as amended. Said monies together with records of any corrections shall be forwarded to the Union office in accordance with the monthly bill-paying cycle of the Authority.

2. If, during the life of this Agreement, there should be any change in the rate of

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membership dues, the Union shall furnish to the Authority written notice prior to the effective date of such change, and shall furnish to the Authority an official notification on the letterhead of the Union and signed by the Secretary-Treasurer or President of the Union advising of such changed deduction.

3. The Union shall provide the necessary Authorization forms, secure the signature of its members on the forms, and deliver the signed forms to the General Manager of the Authority. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that should arise out of or by reason of action taken by the Authority in reliance upon wage or salary deduction authorization cards submitted by the Union to the Authority or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

4. If a full-time regular employee is not a member of the Union, said employee shall be required to pay a representation fee to the Union. 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 Union, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five per cent of the regular membership dues, fees, and assessments.

C. **STRIKES-LOCKOUTS**

1. It is agreed, subject to the laws of the State of New Jersey applicable thereto, that the Union, its officers and representatives, and the employees covered by this Agreement will not strike, slow down, picket, or engage in any job action that interferes with the Authority's operation of its facility during the term of this Agreement. Likewise, the Authority agrees there will be no lockout of employees during this Agreement.

2. The Authority shall have the right to take such disciplinary action, which it deems





necessary, against any or all of the employees who participate in the aforementioned improper activity and such participation will constitute just cause for discharge assuming the conduct is proven.

**ARTICLE 3. AUTHORITY RULES**

**A. RESPONSIBILITY**

1. It shall be the responsibility of the employee to be aware of the contents of this Agreement and any additions necessitated by its provisions.

**B. NEW RULES**

1. The Authority may establish such Authority rules as it deems necessary or desirable, provided that such are not in conflict with the terms and provisions of this Agreement and further, provided that any controversy arising out of the establishment or exercise of any such rules is subject to the grievance procedure.

2. The Authority shall provide a list of all management personnel who can respond to grievances or issue rules.

**ARTICLE 4. DISCIPLINE AND DISMISSAL**

**A. DEFINITION**

1. Discipline of an employee shall be imposed only for just cause, and shall be defined as verbal warning, written warning, suspension of three (3) days or less, suspension of more than three (3) days, and/or demotion, and discharge. All warnings including verbal warnings shall be documented with copies provided to the Union and/or the employees.

**B. WARNING NOTICE**

1. Warning notices issued by the Authority shall be given to the employee involved in the presence of a shop steward and a copy of the same shall be given to the shop steward and

the Union.

2. Warning notices shall not remain in effect for a period of more than eight (8) months providing the employee does not receive any additional warning notice on the same violation except that for PTO abuse violations, pursuant to Article 13.A.10, the time period shall be ten (10) months.


3. No warning letter or letter of suspension shall be considered valid unless issued by the Employer within ten (10) days excluding Saturday, Sunday and Holidays from the date the Employer knew of or reasonably should have become aware of the specific grounds and circumstances upon which it is based.

**C. SUSPENSION**

1. An Employee shall not be suspended until the Local Union has been given two day's notice by phone and/or in writing (Saturday, Sunday and holidays shall be excluded in determining the two-day period) unless the circumstances are such that the Authority or the employee would be better served by the employee not being at work.

**D. DISMISSAL**

1. The only causes for immediate dismissal prior to a hearing shall be for:

- (a) Theft of money, goods, or merchandise.
  - (b) Being under the influence of alcohol while at work.
  - (c) Being under the influence of drugs while at work.
  - (d) Signing in or out another's time sheet without express permission by the Authority.
  - (e) Possession of drugs, alcohol, or television sets on the premises.
  - (f) Falsification of test results. Bonafide errors will not be deemed to be a falsification of test results.
  - (g) Calling or engaging in a strike, slowdown, picket or any job action that
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interferes with the Authority's operation at its facility.

- (h) Assault on an employer or his representative.
- (i) Falsification of Application for Employment.
- (j) Intentional Falsification or modification of time card.
- (k) Sleeping on the job.

## **ARTICLE 5. UNION RIGHTS AND REPRESENTATIVES**

### **A. ACCESS TO PREMISES**

1. Authorized representatives of the Union shall have access to the Authority's premises at a mutually convenient time for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to providing there is no interruption of the Authority's business therefrom.

### **B. INSPECTION OF PAYROLL RECORDS**

1. An authorized representative of the Union shall have the right to inspect the Employer's pay records, sign in sheets, welfare and pension fund records and/or other records of the employees at a mutually convenient time.

### **C. UNION STEWARD**

1. The Authority recognizes the right of the Union to designate a Shop Steward and to remove said Steward at any time for the good of the Union.

2. Said Steward shall handle such Union business as may from time to time be assigned to the Steward by the Union.

3. Said Steward shall have no authority to take any action that will interrupt or interfere with the Authority's business or operation.

4. Said Steward shall have super seniority for lay-off purposes.

5. The Shop Steward or the Shop Steward's designated alternate shall be permitted



reasonable time to investigate, present and process grievances on the company property without loss of time or pay. Such time spent in handling grievances during the Shop Steward's or Shop Steward's designated alternate's working hours shall be considered working hours in computing daily and/or weekly overtime, provided that this does not interfere with the performance of the Shop Steward's regular duties.

#### **ARTICLE 6. GRIEVANCE, PROCEDURE, AND ARBITRATION**

Should a difference arise between the Authority and the Union or the Authority and any employee as to the interpretation, meaning or application of any provision of this Agreement, every effort shall be made to settle such difference in the following manner:

1. All issues shall first be discussed with the immediate supervisor and/or shop steward and the employee identifying the issues to see if a resolution can be obtained.
2. If the issues cannot be resolved, then the reasons giving rise to said grievance shall be reduced to writing by the employee alleging the grievance on the standard grievance forms supplied by the Union, indicating the Article and/or Section of this Agreement violated by the Employer and all pertinent facts involved.
3. The applicable Shop Steward shall present the written grievance to the supervisor/manager involved for disposition of the matter to be recorded on said form. The supervisor/manager shall give his answer, in writing, within seven (7) working days (Monday to Friday). Should the supervisor/manager fail to respond within seven (7) working days, the grievance will be deemed denied and the Union may proceed to the next step of the grievance procedure.
4. If a satisfactory settlement cannot be reached at this level, the entire written grievance, shall be referred to a meeting between the General Manager and an official of the Union. General Manager, if necessary, shall have the grievance reviewed by the Commissioners





of the Authority. If a settlement of the matter cannot be reached at this level, the grievance shall be referred immediately to arbitration as herein provided.

5. If a grievance is not made known to the Authority within seven (7) days of the date of said violation, the matter shall be considered untimely, except that there shall be a ninety (90) day time limit on grievances involving wages, seniority and fringe benefits. With regard to (D) above, the meeting between the General Manager or his designate and representatives of the Union shall take place within twelve (12) days following the written answer in the preceding step or within fifteen (15) days from the date of the grievance, whichever is the later. Any disposition of a grievance accepted by the Union or from which no timely appeal has been taken by the Union or the employee shall be final and conclusive and binding upon the employee, the Authority and the Union.

#### **MEDIATION OPTION:**

In the event the Authority and the Union are unable to adjust the grievance, the dispute may be reduced to writing and referred to Thomas Sileo, Mediator, or another Mediator of the New Jersey State Board of Mediation if Mr. Sileo is not available. This notice must be conducted within thirty (30) days of the final decision by the Authority. Either the Authority or the Union may reject this referral to Mediation.

Mr. Sileo shall conduct an informal Mediation. The parties may rely on a verbal presentation of evidence and documentation of evidence. The Mediator will render a written advisory recommendation, as soon as possible, but no later than thirty (30) days after the hearing. The recommendation will be based on the evidence presented by both parties.

Both parties may agree that the written recommendation is final and binding. The Mediator shall acknowledge such agreement in his written decision. If the Authority and the Union agree that the decision is final and binding, neither the Authority nor the Union can



request Arbitration. The decision of the Mediator will be in lieu of a final and binding decision of an Arbitrator.

If the Mediators written recommendation is not final and binding, either party may elect not to accept and implement the recommendations of the Mediator. In the event of refusal to accept the recommendation of the impartial third party, both parties shall agree that the recommendation of the Mediator shall not be admissible in the Arbitration. The parties also agree that no admissions made at the Mediation shall be admissible in the Arbitration.

If either rejects the Mediators advisory recommendation, the matter shall be submitted to the New Jersey State Board of Mediation, who shall designate the Arbitrator to hear the dispute and render a final and binding decision.

## **B. ARBITRATION**

If the Union determines that a grievance is meritorious and required a review by a third party, it may file a request for arbitration with the New Jersey Mediation Service within fifteen working days from the date of receipt of the request from the aggrieved employee.

1. Selection of an arbitrator and the conduct of any arbitration shall be in accordance with the established rules and regulations of the New Jersey State Board of Mediation.
2. In rendering a decision, the arbitrator shall be limited to the issues submitted as well as the definition of arbitration contained herein and shall consider nothing else. The arbitrator cannot add to or subtract from, change or modify the Agreement between the parties.
3. The decision of the arbitrator shall be final and binding upon the parties for the duration of the Agreement.
4. The arbitrator's fee and reasonable expenses shall be paid by the losing party. All other costs shall be borne by the party incurring such costs.



## ARTICLE 7. SENIORITY AND PROBATIONARY EMPLOYEES

### A. SENIORITY

1. Seniority shall be defined as the continuous length of employment with the Authority from the employee's date of last hire. At the expiration of the probationary period, the employee's seniority shall date from the date of the employee's last hire.
2. Seniority shall be considered in the matter of the selection of vacation.
3. An employee shall lose seniority rights for any of the following reasons:
  - (a) If an employee resigns.
  - (b) If an employee is discharged.
  - (c) If an employee does not return to work within seventy-two hours when recalled from layoff, unless excused for illness or other valid reasons.
  - (d) If an employee is absent for three or more consecutive days or shifts without notifying the Authority, unless the employee can establish that it was impossible to do so.
  - (e) If an employee is laid off for at least twenty-four months.
4. The Authority shall provide an updated seniority list. The Employer shall post in a conspicuous place at the employer's facility; a list of employee's arranged according to their seniority.
5. In determining promotions, demotions (other than for discipline) and transfers, the successful and/or retained employee must possess any college degree/college credits required for the job. If no employees possessing the requisite degree or college credits can be found within the bargaining unit, the Employer may pursue external candidates outside the bargaining unit to fill the position. If more than one employee within the bargaining unit possesses the requisite degree or college credits, the successful and/or retained employee shall be selected based on the following criteria, on the following order of importance.

If the most senior employee does not successfully complete the probationary period then





the Employer shall choose the most-qualified employee. In the event that another employee feels that they are the most qualified, the only appeal shall be to the General Manager whose decision shall be final and binding. The General Manager agrees to meet with the challenging employee and his Union representative as quickly as possible.

With respect to layoffs, an employee affected by a layoff may bump an employee with lesser seniority; however, the bumping employee shall be given a 30-day probationary period to show that the employee has the ability to perform the job. A second 30-day probationary period may be granted at the Authority's discretion. If at the end of either probationary period, it is determined that said bumping employee does not have the ability to perform the job, said bumping employee shall be laid off.

**B. JOB VACANCIES/NEW JOBS/PROMOTIONS**

1. If new jobs, are created or if ANY vacancies occur after thirty (30) day duration for a higher rate position, the Authority shall determine the qualifications required for such position. The Authority agrees to post a notice of any new job vacancy on the Union Bulletin board for a period of four (4) working days. Such notice shall contain a description of the job, the rate, hours of work, location, and when the job shall be available. The notice shall also contain qualifications necessary for the job, and preference will be granted on the basis of seniority provided that the employee meets the qualifications.

Employees who are interested, in order to be eligible for such job, must sign the notice or notify their shop steward to sign in their absence. Any employee who fails to sign the notice shall not be eligible for the vacancy or position in question. All employees are eligible to bid. Each employee shall be given a minimum opportunity of four (4) days to sign the notice. All job openings must be filled thirty (30) days from the date of posting.

2. Any employee filling such job shall be granted a training period of thirty (30)

calendar days. At the discretion of management, this period can be extended to a maximum of 90 days. If it shall be determined that the employee is unqualified or unable to perform the duties to management's satisfaction to which the employee is promoted, the Authority shall place the employee in the employee's former position.

3. An employee in one job classification may be used in another job classification provided the employee performing the work of a higher rate of pay receives the higher rate. The employee must work in the out-of-title position for a minimum of twenty (20) consecutive days.

### C. LAYOFF

In the event of a layoff, the employees with the most seniority will have preference. However, the employee determined to have the most seniority must also meet the requisite qualifications, skills, and have the ability to perform the required work. Management will make this determination.

1. All permanent employees shall be given at least twenty - (20) working days written notice prior to layoffs. The Authority, if contemplating layoff of employees covered by this Agreement, should make every effort to determine what employment opportunities are available to its employees within the bargaining unit covered by this Agreement.

2. Layoffs should not be made until the Authority has exhausted every possibility for transfer, reassignment or demotion of the employees within the bargaining unit covered by this Agreement. The employee(s) involved should be offered any other employment available within the bargaining unit, for which they may be qualified, based on their background and qualifications.

3. When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits.

However, the calculation of total period of continuous service does not include the length of the period of the employee's layoff.

**D. PROBATIONARY PERIOD**

1. All newly hired employees shall be on probation for a period of ninety (90) days following the calendar date of hire.
2. During the probationary period, an employee may be discharged for any reason which need not be stated by the Authority, and, in which event, there is no recourse by the Union or the employee to the grievance procedure or arbitration in this Agreement.
3. Unless specifically provided otherwise in this Agreement, probationary employees will be entitled to receive no paid benefits other than wages. However, they will receive seniority credit toward paid benefits following the probationary period.

**ARTICLE 8. HOURS OF WORK AND OVERTIME**

**A. HOURS OF WORK**

1. Hours of work shall be five consecutive days, Monday through Friday, at seven hours (7) per day.
2. Employees established working hours shall be 8:30 AM to 4:30 PM. Provided the employee gives at least seven (7) days notice, operations permitting, the Authority shall allow for flex time up to one (1) hour either before or after the established starting time with either a half-hour (1/2) unpaid lunch or one (1) hour unpaid lunch. The seven (7) days notice may be waived by the Authority in an emergency situation. However, the O&M Clerk and the Maintenance Clerk are required to start at the same time as the Day shift for the employees in the Plant, Operations and Maintenance Department.





3. When an employee is requested to work overtime on a daily basis, they shall be guaranteed a minimum of one (1) hour work or pay, but must stay the hour unless voluntarily dismissed earlier by their manager, but still being compensated for a minimum of one (1) hour.

**B. LATENESS**

1. Whenever an employee is delayed in reporting for a scheduled work shift, the employee should attempt to contact his/her supervisor in advance, if possible. An employee is late when the employee is not punched in and ready to work at the employee's scheduled starting time.

**C. OVERTIME**

1. Time and one-half the employee's regular straight-time rate of pay will be paid to employees for all hours worked or paid in excess of 35 hours.

2. Time and one-half the employee's regular straight-time rate of pay will be paid to employees for all work done on Saturday over 35 hours per week. Double time the employee's regular straight-time rate of pay will be paid to employees for all work done on Sunday.

3. Time and one-half the employee's regular straight-time rate of pay will be paid to employees for all work done on scheduled holidays.

4. Meals allowance shall be \$10.00 and payable when an employee works four or more hours of unscheduled overtime.

**ARTICLE 9. REST AND MEAL BREAKS**

1. An unpaid meal break shall be provided to all employees. An unpaid meal break of either thirty (30) minutes or one (1) hour shall be provided to all employees, at the employee's election. All employees are required to work a total of seven (7) hours each day, not including the unpaid meal break.

2. There shall be a paid 15 minute break in the first half of the workday and a paid 15 minute break in the second half of the workday. Break times shall be taken near the middle of the morning and afternoon work periods as practical as possible while staggering breaks to ensure adequate coverage in the office.

## **ARTICLE 10. ANNOUNCEMENTS**

### **A. ANNOUNCEMENTS**

1. Announcements describing various work-related, medical, educational, etc., programs shall be prominently posted in order that interested employees may have an opportunity to be informed and apply for such programs.
2. The Authority shall post job openings and announcements for a period of four working days in such a place or places where notices are customarily posted.
3. The requirements for the job opening shall be listed in addition to any required licensing or specific educational. If job requirements are upgraded, seniority will first be considered. Existing employees will be given a reasonable amount of time to gain the qualifications.
4. The successful and/or retained employee must possess any college degree/college credits required for the job. If more than one applicant within the bargaining unit possesses the requisite degree or college credits, the successful employee shall be selected based on the following criteria, on the following order of importance: **(a) seniority**. If the most senior employee does not successfully complete the probationary period then the Employer shall choose the most-qualified employee. In the event that another employee feels that they are the most qualified, the only appeal shall be to the



General Manager whose decision shall be final and binding. The General Manager agrees to meet with the challenging employee and his Union representative as quickly as possible.

5. Employees shall be afforded a trial period of up to sixty (60) days to qualify. During this trial period, the employee shall receive the posted rate of pay.

6. If the employee fails to qualify, he shall be returned to his former job and receive his former rate of pay. Once qualified, the employee shall receive the new rate of pay.

7. All job bids must be filled within thirty (30) working days from the date of posting. If the successful bidder is not moved into the bided position within thirty (30) working days the bid shall be re-posted.

8. Individuals who desire to bid into another position (other than the one they were grandfathered) need to acquire the required certificate (SI and/or CI) license within the designated period of two (2) years unless unusual circumstances delay the process.

**ARTICLE 11. COMPENSATION PLAN AND PROGRAM**

A. **COMPENSATION** *See attachment (A) wage rate job title clerical.*

<b>02/01/13</b>	<b>02/01/14</b>	<b>02/01/15</b>	<b>02/01/16</b>
<b>2.0%</b>	<b>2.0%</b>	<b>2.5%</b>	<b>3.0%</b>

The 2013 compensation increase above will be retroactively applied to the date provided in the chart.

<b>JOB TITLES:</b>
Accounts Payable
Accountant
Authority Clerk
Bookkeeper
Accounts Receivable
Asst. Accounts Receivable
Receptionist
Sr. Oper & Maint Clerk
Jr. Oper & Maint Clerk
Maintenance Clerk

**B. PROMOTION INCREASES**

1. Promotion increases shall be paid in accordance with Article 7 (c) Seniority. An employee who is promoted to a different title shall receive the current contract rate for that position to which the employee is promoted, if said salary is greater than the salary earned in the prior title.

**C. NEW HIRES**

1. Starting hourly rate shall be 85% to 100% of the current hourly rate for the position. If a new position is created, the Union and the Authority shall negotiate the hourly rate.

**D. DIRECT DEPOSIT**

1. Pursuant to P.L. 2013, c. 28, the Authority shall have the option after July 1, 2014 to require all employees to be paid by direct deposit.

**ARTICLE 12. HEALTH AND WELFARE**

**A. PENSION**

1. Employees are enrolled as of their date of hire in the State of New Jersey Public Employees Retirement System.

**B. HEALTH BENEFITS**

1. All employees covered under this Contract shall be provided through the State of New Jersey Health Benefits Plan. Coverage shall be provided to the employee and his or her eligible dependents. Should the employee wish to enroll in some other type of medical coverage program, i.e. Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO), the Authority shall pay for the cost of the alternative program up to the equivalent cost which would be the Authority's responsibility under the New Jersey Health Benefits Program. The Authority shall have the right to change Insurance carriers for health benefits provided the benefits are equal to or better than the current plan.

2. Effective February 1, 2013, all employees covered under this contract shall be subject to making the minimum contributions required by law pursuant to the provisions of P.L. 2011, c. 78 with no administrative fees being assessed.

**C. BENEFITS CONTINUATION**

Employees on extended sick leave, state disability or supplemental disability will continue to receive paid health benefits up to three (3) months. ("Extended sick leave" is an

absence due to the same illness that lasts longer than three (3) consecutive days but is not necessarily qualified as a disability under state law or supplemental disability insurance.) Thereafter, employees may purchase continuation health insurance for the employee's dependents pursuant to COBRA. If an employee on extended sick leave/disability beyond three months fails to pay the required premium, the Authority may terminate the health insurance for the employee and employee's dependents.

**D. RETIREE HEALTH BENEFITS (TITLE 88)**

The Authority shall pay the premium or periodic charges for the benefits provided to a retired employee and the employee's dependents covered under the program, if such employee retired from a State or locally-administered retirement system on a benefit based on 25 years or more of service credited in such retirement system, and shall also reimburse such retired employee for the employee's premium charges under Part B of Medicare covering the retired employee and the employee's spouse. "Retired employee and the employees dependents" shall also include otherwise eligible employees, and their dependents, who retired from a State or locally-administered retirement system prior to the date that the Authority became a participating employer in the New Jersey State Health Benefits Program. The term shall also include otherwise eligible employees, and their dependents who did not elect to continue coverage in the program during such time after the Authority became a participating employer that the Authority did not pay premium or periodic charges for benefits to retired employees and their dependents. Eligibility and enrollment of such employees and dependents shall be in accordance with such rules and regulations as may be adopted by the State Health Benefits Commissioner.

The Authority shall pay the premium or periodic charges for the benefits provided to the surviving spouse of a retired employee and the employee's dependents covered under the




program as provided in this Article.

**E. DENTAL PLAN**

1. Authority shall provide to its employees and their dependents dental care under the provisions of the Delta Dental Plan or coverage that is equal to or better than the current plan. Eligible dependents included the lawful spouse, unmarried children up to the age of 19, or to the age of 23 if enrolled as a full-time student in an accredited educational institution. The term "children" includes stepchildren, adopted children and foster children, provided such children are dependent upon the employee for their support and maintenance. Effective February 1, 1999, the annual dental benefit is increased to \$1,500.00 per year.

**F. DISABILITY/SUPPLEMENTAL DISABILITY**

1. Disability insurance is provided through the State of New Jersey Disability Plan to which the employee contributes through payroll taxes.
  2. The Authority shall provide to employees a Supplemental Disability benefit, to replace the Supplemental Disability insurance currently being paid for by the Authority.
  3. This Supplemental Disability benefit shall be payable to employees beginning at the end of the third month of extended sick leave/disability and shall continue no longer than the end of the twenty-fourth month of extended sick leave/disability.
  4. This Supplemental Disability benefit shall apply to all extended sick leave or disability absences except: (1) mental health disabilities; and (2) workers compensation absences.
  5. This Supplemental Disability benefit shall be equivalent to the cost to the employee of purchasing COBRA benefits.
  6. An employee out on state disability or supplemental disability, or workers
- 

compensation, who receives a medical determination of permanent partial or total disability that prevents the employee from performing the essential functions of the employee's job, shall no longer be entitled to earn or accrue vacation time, PTO time, or holidays, effective the date of the medical determination.

**G. WORKMEN'S COMPENSATION**

In the event that an employee files for worker's compensation and that employee promptly files a claim, the Authority will use its best efforts to insure that the employee promptly receives the employee's compensation. Such efforts shall include telephone calls and letters to the Worker's Compensation Carrier.

**H. RETIREMENT PLAN**

Employee shall be entitled to participate in the Authority sponsored ICMA-457 Plan at the employee's expense.

**I. MEETINGS REGARDING PENSION/BENEFITS**

Whenever a meeting, excluding seminars or forums open to the general public, is held between the Authority and the State or healthcare provider, pertaining to any matters of pension or health benefits, the Shop Steward or their designee, shall be permitted to be in attendance. Up to one union member covered under this Agreement shall be paid their applicable salary and benefits during such meeting.

**ARTICLE 13. LEAVES OF ABSENCE**

**A. PTO TIME CALCULATIONS**

1. All employees who have completed twelve (12) months of continuous and uninterrupted service as of the execution of this Agreement are entitled to thirteen (13)

PTO days of annual leave every year of this Agreement. PTO time, however, shall not be calculated in increments of less than one (1) hour at the beginning of the work day.

2. Employees in their first year of employment shall acquire one (PTO) day per month to a maximum of twelve per year. In the contract year following the first anniversary of hiring, each employee shall have thirteen (13) days per year effective at the beginning of the contract year.
3. Unused (PTO) days shall be reimbursed at the rate of one hundred per cent pay at the end of the contract year. (PTO) days may be accumulated from one year to the next for a total of one hundred (100) days. The option of being reimbursed or allowing (PTO) days to accumulate shall be that of the employee. The rate of reimbursement shall be at the salary level earned by the respective employee at the end of the contract year.
4. An employee will be entitled to leave under the Family & Medical Leave Act of 1993 (FMLA) and the New Jersey Family Leave Act in accordance with the provisions of such statutes. Employees who request absences from work for family leaves will be required to provide written certification that their absence qualifies under the applicable family leave statutes. The Authority's policy with respect to such leave shall be applicable to all employees covered by this collective bargaining agreement. Wherever provisions of this collective bargaining agreement conflict with such policy, such policy shall control. A copy of the Authority's Family and Medical Leave policy is available for inspection by the Union and members of the unit. Approved family leave absences will not be chargeable absences.





5. When an employee is out of work because of illness for three (3) consecutive days, he may be required to see a physician at the expense of the Authority.
6. Employees that become ill after reporting to work must notify management prior to leaving.
7. If an employee desires sick leave in excess of what is provided, he may not return to work without a doctor's report for each instance.
8. When employees exhaust their (PTO) benefits and require additional time off due to medical reasons, they may request, in advance, to utilize vacation benefits.
9. At the time of severance, earned but unused (PTO) time shall be compensated at full pay; in case of death of an employee who is eligible for sick time pay, the employee's estate shall be paid.
10. Employees, who use (PTO) time in excess of the allotted amount, shall be subject to the progressive discipline policy.
11. Employees who use PTO time for lateness at the beginning of his/her shift shall be subject to the following procedures:
  - (a) In any 30-calendar day period, each employee is entitled to 3 uses of PTO time at the beginning of a shift without being subject to discipline. If a fourth use of PTO at the beginning of a shift occurs within any 30-calendar day period, said employee shall be subject to discipline. Said 30-calendar period shall be a "rolling" 30-day period.
  - (b) Notwithstanding the terms of Article 4.B, any warning notice issued to an employee under this Article 13.A.10 shall not remain in effect for a period of more than ten (10) months providing the employee does not receive any additional warning notice for that same offense.



**B. JURY AND WITNESS**

1. An employee shall be granted necessary time off without loss of pay when the employee is summoned and performs jury duty as prescribed by applicable law, or when the employee is summoned to appear as a witness before a court, legislative committee, or judicial body.

2. Employees shall receive full pay for all time on Jury or Witness Duty, plus the Juror Fee.

3. Employees that are called for jury or witness duty must notify the Authority at least one week prior to the date they are to report and must furnish a copy of the Summons.

**C. BEREAVEMENT**

1. When an employee loses time from work because of the death of his spouse, father, mother, sister, brother, child, current father-in-law or mother-in-law, grandparents, grandchild, or relative living with the employee, he will be paid by the Authority his regular straight-time rate of pay multiplied by the average number of hours in the employee's normal straight-time workday for each day lost up to a maximum of five (5) days, with one of the days being the day of the funeral or memorial service. It is understood that such payment will be made only when the employee attends the funeral service and for days when the employee is scheduled for work and would have worked.

2. Employees shall be entitled to one bereavement day for all other relatives in order to attend the funeral.

3. Vacation time may be used for bereavement leave for deaths other than those



listed in the contract.

**D. VACATION**

1.	0 year to completion of 04 years	10 days
	05 years to completion of 09 years	15 days
	10 years	16 days
	11 years	17 days
	12 years	18 days
	13 years	19 days
	14 years to completion of 19 years	20 days
	20 years	21 days
	21 years	22 days
	22 years	23 days
	23 years	24 days
	24 years	25 days
	25 years	1 day for each year up to 30 days.

For the first five years, employees shall earn this vacation at a rate of 1/10th of the total amount to be received each month for the first ten (10) months.

2. In their first year of employment, employees shall receive one vacation day per month of service to a maximum of ten provided that in order to be eligible to take vacation time, an employee must have been employed for at least six months. After five years, the vacation will be earned on the anniversary date. Vacation cannot be taken until earned.

3. At the time of severance, unused vacation time shall be compensated at full pay

except in the case of employees terminated for just cause.

4. (a) An employee who is on disability leave for more than three (3) consecutive months shall have vacation and sick time prorated for each month of the employee's disability in excess of the three (3) month period.

(b) The prorated sum will be calculated according to a formula based upon 1/12th of the allotted vacation and sick time in excess of the three (3) month period.

(c) The three (3) month grace period shall not commence until after the employee uses all accumulated sick leave and, at the employee's option any earned vacation.

5. Employees may use vacation time or convert such time to be applied to their sick time bank.

6. Vacations shall be treated on a first-come, first-serve basis, except that seniority shall determine who is to get a vacation day or dates if more than one (1) employee submits at the same time.

## ARTICLE 14. HOLIDAYS

### A. HOLIDAYS

The parties agree to the following holidays:

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| 1. New Year's Day                     | 8. Columbus Day                    |
| 2. Presidents Day                     | 9. Veteran's Day                   |
| 3. Martin Luther King Day             | 10. Thanksgiving Day               |
| 4. Good Friday <b>or</b> Rosh Hashana | 11. Day after Thanksgiving         |
| 5. Memorial Day                       | 12. Christmas Eve (1/2 day)        |
| 6. Independence Day                   | 13. Christmas <b>or</b> Yom Kippur |

- |              |                              |
|--------------|------------------------------|
| 7. Labor Day | 14. New Year's Eve (1/2 day) |
|              | 15. Floating Holiday*        |

An employee shall give the employer twenty-four hours notice when he seeks to use a floating holiday. \* **All new employees must work a minimum of six months during their first year of employment to receive the floating holiday.**

**B. DAYS OFF**

1. Employees who are regularly scheduled Monday through Friday shall be off duty on the above holidays. Should the holiday fall on Saturday, it shall be celebrated on the preceding Friday; should the holiday fall on Sunday, it shall be celebrated on the succeeding Monday.

**ARTICLE 15. SAFETY AND HEALTH**

**A. PRE-EMPLOYMENT PHYSICAL**

1. The Authority shall require and pay the entire cost for a pre-employment physical. The examination will be performed within ten days of the employee's hiring date.

**B. PHYSICAL EXAMINATION**

1. At anytime the Authority determines it is necessary to insure the maintenance of proper health and sanitary standards at the Authority's premises, the Authority shall have the right, at its expense, to have any employee undergo a physical examination by a physician of the employee's choice. All employees returning to work from extended sick leave/disability *may* be required, at the Authority's expense, to undergo a physical examination by a physician of employer's choice, and said physician shall verify that the employee is able to perform the essential functions of his/her job, as set forth in the employee's established job description



provided by the Authority.

**C. INOCULATIONS AND BOOSTERS**

1. The Authority shall provide and pay for all tetanus and typhoid inoculations and boosters required of its employees.

**D. SAFETY COMMITTEE**

1. A safety advisory committee, consisting of one designated from the Union and one designated from the Authority, shall be instituted for the purposes of discussing conditions at the Authority's facility and recommending measures to improve and maintain the health and safety of its employees. This committee should meet at least once a month. Minutes of Safety Committee shall be posted on Union Bulletin Board in order to keep all employees informed of Committee discussions.

**E. RANDOM DRUG TESTING**

1. The Authority may conduct random drug tests on all non-CDL employees, including non-unionized employees, pursuant to the processes and standards specified in Appendix B. All active CDL licensed employees shall be governed by the NJDOT/FMCSA drug testing policy.

**F. EMERGENCY MEDICAL TRANSPORTATION**

1. If an employee requires medical treatment necessitating the visit of EMT personnel to the facility or work location, the employee shall be transported to the hospital or

emergency room by the EMT personnel and not in Authority vehicles and the employee shall not reasonably refuse said transportation.

**ARTICLE 16.        COMPLETE AGREEMENT**

1.        This Agreement contains the full and complete understanding between the parties hereto and shall be binding upon all of the employees within the bargaining unit. The Authority agrees not to enter into any conflicts with the terms and provisions of this Agreement. The express terms of this Agreement may not be modified except by a written understanding signed by the Authority and the Union.

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**APPENDIX (A) WMJUA**

UNION CONTRACT 2/1/2013 THROUGH 1/31/2017

Job Title	Base Year 2012	Recalc 2013	2.00% 2013	Recalc 2014	2.00% 2014	Recalc 2015	2.50% 2015	Recalc 2016	3.00% 2016
Accounts Payable Increase	30.365	30.9723	30.9723 0.6073	31.5917	31.5918 0.6195	32.3815	32.3816 0.7898	33.3530	33.353 0.9714
Accountant Increase	30.1006	30.7026	30.7026 0.602	31.3167	31.3167 0.6141	32.0996	32.0996 0.7829	33.0626	33.0626 0.963
Authority Clerk Increase	27.0713	27.6127	27.6127 0.5414	28.1650	28.165 0.5523	28.8691	28.8691 0.7041	29.7352	29.7352 0.866
Bookkeeper Increase	25.5086	26.0188	26.0188 0.5102	26.5391	26.5392 0.5204	27.2026	27.2027 0.6635	28.0187	28.0188 0.8161
Accounts Receivable Increase	24.5709	25.0623	25.0623 0.4914	25.5636	25.5635 0.5012	26.2027	26.2026 0.6039	26.9887	26.9887 0.7861
Asst. Accounts Receivable Increase	24.1261	24.6086	24.6086 0.4825	25.1008	25.1008 0.4921	25.7283	25.7283 0.6275	26.5002	26.5001 0.7718
Receptionist Increase	24.1261	24.6086	24.1304 0.4731	25.1008	24.613 0.4826	25.7283	25.2283 0.60153	26.5002	25.9851 0.7568
Sr. Oper & Maint Clerk Increase	24.631	25.1236	25.1236 0.4926	25.6261	25.6261 0.5025	26.2667	26.2668 0.6407	27.0547	27.0548 0.788
Jr. Oper & Maint Clerk Increase	23.2246	23.6891	23.6891 0.4645	24.1629	24.1629 0.4738	24.7669	24.767 0.6041	25.5100	25.51 0.743
Maintenance Clerk Increase	23.6573	24.1304	24.1304 0.4731	24.6131	24.1399 0.4826	25.2284	25.2283 0.60153	25.9852	25.9851 0.7568

The only significant differences are the Maintenance Clerk for 2014 and the Receptionist for all years.



## APPENDIX B

### WESTERN MONMOUTH UTILITIES AUTHORITY ("WMUA")

#### SUBSTANCE ABUSE POLICY FOR NON-CDL LICENSED EMPLOYEES

#### ALL ACTIVE OPERATING CDL EMPLOYEES SHALL BE GOVERNED UNDER DOT/FMCSA DRUG TESTING POLICY

This shall constitute the Western Monmouth Utilities Authority ("WMUA")'s Substance Abuse Policy ("Policy"), which shall be administered by the WMUA's Director of Personnel. This Policy is applicable to all non-CDL licensed employees subject to the WMUA's Collective Bargaining Agreements who are expected to fully comply with this Policy. Failure to do so can result in discipline, up to and including termination in conformance with collectively bargained processes and procedures, including but not limited to this Policy.

1. **OBJECTIVE.** The objective of this Policy is to ensure a safe, healthy, and productive work place for all WMUA employees. This Policy is not intended to monitor off-duty conduct, lifestyle choices of employees, or to regulate the private lives of employees. This policy is intended to stop drug-related accidents, injuries and poor work performance while striving to maintain a drug-free work environment. The WMUA expects all its employees to report to work fit for duty with no alcohol or illegal drugs in their bodies.
2. **DRUG-FREE WMUA PROPERTY AND WORK SITES.** This Policy explicitly prohibits the use, possession, purchase, sale, or distribution of illegal drugs on or within WMUA property or work sites. Similarly, illegal use, possession, purchase, sale or distribution of prescription drugs on or within WMUA property or work sites is strictly prohibited. Any employee who possesses, sells, uses, purchases or distributes an illegal drug, or a legal drug in an illegal manner, on or within WMUA property or a work site will be subject to discharge and the matter will be referred to law enforcement for further investigation.
3. **CONSENT FORM.** Before any applicant or current employee is tested, for whatever reason, they must sign a form consenting to the test. Refusal to sign the form is grounds for termination of a current employee and would be considered withdrawal of a job applicant's application.
4. **PRE-EMPLOYMENT TESTING.** All job applicants to the WMUA must be determined to be drug-free through pre-employment testing as a qualification of employment. A confirmed, positive test result for a job applicant shall be grounds for denying employment to that applicant.

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5. **RANDOM TESTING.** All non-CDL licensed employees shall be subject to random drug testing by the WMUA. Random tests may only be conducted by a qualified outside facility that conducts random testing consistent with the DOT guidelines proscribed under 49 CFR 40.
6. **POST-ACCIDENT TESTING.** An employee shall provide a urine specimen to be tested for the use of drugs as soon as possible after a reportable accident but in no case less than eight (8) hours for alcohol and thirty-two (32) hours for drugs. An employee who is seriously injured and cannot provide a specimen within these timeframes, shall provide necessary consent for obtaining hospital records and other documents that would indicate whether there were any drugs in their system.
7. **LAB STANDARDS.** The WMUA has selected a qualified testing laboratory, certified by the National Institute on Drug Abuse, to conduct all chemical testing. Drug testing should be a multiple step urine test which involves an immunoassay screening method approved by the Food and Drug Administration and a confirmation by use of Gas Chromatography and Mass Spectrometry (GS/MS). The initial screen should include a split of the sample. At least one-half of the sample should remain at the sampling site for possible subsequent verification of a positive result.
8. **TESTING LEVELS.** At this time, WMUA drug testing shall be limited to five (5) drugs: marijuana, cocaine, opiates, amphetamines, and phencyclidines (PCP). The drugs tested are subject to amendment by the WMUA after provision of thirty (30) days notice to all employees. The WMUA shall use the initial and confirmatory test cut off levels established by the DOT pursuant to 49 CFR 40.87, which are attached to this Policy as last adopted by the DOT on May 4, 2012.
9. **CHAIN OF CUSTODY.** Collection and shipment of all samples must follow a strict chain of custody procedure. All confirmed positive samples must be retained for a period of at least two years. If the chain of custody is broken, the test must be considered void.
10. **POSITIVE TEST RESULT.** A confirmed, positive test result for a current employee shall be handled in the following manner:
  - a. The employee will be noticed by the Director of Personnel and called in for an interview regarding their test results to be provided an opportunity to demonstrate that there was a legitimate medical reason for the result.
  - b. Absent any reasonable explanation for the result, the employee may be referred to management to be subject to discipline by the WMUA pursuant to the applicable terms of their respective Collective Bargaining Agreement.
  - c. Should the employee testing positive, however, voluntarily decide to submit to an assessment and rehabilitation program pursuant to the terms

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and conditions of the WMUA's voluntary assistance program below, the employee will be permitted to take a six (6) month leave of absence, **without pay** and without loss of seniority, if they are enrolled in an acceptable rehabilitation program for the same amount of time. An employee shall only be entitled to this opportunity once during their employment with the WMUA.

- d. All costs associated with any rehabilitation or assistance program and follow-up testing for a return to employment after a positive test shall be paid for by the employee.

**11. NEGATIVE TEST RESULT.** Whenever an employee tested randomly or otherwise passes a drug test, the employee will have a copy of the negative result placed in their personnel file.

**12. CONFIDENTIALITY.** All actions taken under this Policy will strictly maintain the confidentiality of our employees. Information related to investigation, possible employee violation, medical tests, or drug tests will be communicated only on a strict "need to know" basis in accordance with the law and employee consent. Discussion with employees conducted under this Policy will be conducted in private.

**13. VOLUNTARY ASSISTANCE.** The WMUA encourages employees covered by this Policy who recognize that they may have a problem with drugs and/or alcohol to seek assistance for resolving the problem. An employee who admits to a drug and/or alcohol problem will not have any adverse employment action taken against them. They will be given an opportunity to obtain a chemical use assessment through WMUA's agent or a community assistance program. Prior to the assessment, however, WMUA will require the employee to sign a release of information form that will enable WMUA to receive results of their assessment, and to receive subsequent reports related to their assessment, and their successful completion of all recommendations for assistance. The following conditions must apply to an employee's self-admission:

- a. The employee's admission cannot be made during their time on duty. It must occur prior to their reporting for duty on any particular day.
- b. The employee's admission cannot be made in an attempt to avoid a required drug test.
- c. The WMUA will remove the employee from their position while undergoing their assessment, if determined to be safe to remain on the job, the employee may be removed from safety sensitive functions, including driving.
- d. WMUA requires the assessment to be completed within three (3) days of the employee's disclosure.
- e. Paid sick, PTO or vacation time may be used while off the job and undergoing an assessment or an assistance program.

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When WMUA is satisfied that the employee has complied with the professional recommendations for assistance, the WMUA will return the employee to their job and/or safety sensitive functions, provided that:

- a. Prior to returning, the employee will be required to provide a negative drug and/or alcohol test result on a Return To Duty test.
- b. After being returned work, the employee will be subject to follow-up testing.
- c. An employee who self-identifies or submits to this program under this Policy, and who then fails to comply with the professional's recommendations will be considered to have engaged in conduct prohibited by this Policy and will not be permitted to return to their position.

WMUA will not bear any of the expense incurred by the employee in the process of rehabilitation or counseling.

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**ARTICLE 17. CONTRACT TERM**

1. This Agreement shall become effective as of February 1, 2013, and shall continue in full force and effect until January 31, 2017, and from year to year thereafter unless notice to terminate the Agreement is sent by either party to the other not less than ninety (90) days prior to the expiration date, by registered mail. Whenever notice to terminate this Agreement is given, the parties mutually agree that a least sixty (60) days prior to this expiration date, they will jointly confer for the purpose of negotiating a successor Agreement.

**IN WITNESS WHEREOF**, the parties have affixed their signatures this 3 day of OCT, 2013.

WESTERN MONMOUTH UTILITIES AUTHORITY:

BY:  DATE:

TEAMSTERS LOCAL UNION NO. 701

BY:  DATE: Sept 19, 2013

