

CONTRACT BETWEEN
TWO RIVERS WATER RECLAMATION AUTHORITY
AND
O.P.E.I.U., AFL-CIO, CLC, LOCAL 32
January 1, 2002 to December 31, 2005

Article	Title	Page Number
I	Agreement	3
II	Union Security	4
III	Dues Check Off	5
IV	Union Representation	6
V	Plant Visitation	7
VI	Hours Of Work	8
VII	Overtime	9
VIII	Report Time	11
IX	Seniority	12
X	Grievance Procedure and Arbitration	13
XI	Probationary Employees	16
XII	Promotions and Upgrades	17
XIII	Vacations	18
XIV	Holidays	20
XV	Sick and Personal Leave Days	21
XVI	Health	23
XVII	Salary Guide	24
XVIII	Discipline and Discharge	25
XIX	Bulletin Board	26
XX	Jury Duty Pay	27
XXI	Bereavement Pay	28
XXII	Safety	29
XXIII	Tuition Assistance Program	30
XXIV	Management Responsibility	31
XXV	Embodiment of Agreement	32
XXVI	Workers' Compensation Program	33
XXVII	Duration	34

ARTICLE I

AGREEMENT

This Agreement, made and entered into this 22nd day of January, 2003, between the Two Rivers Water Reclamation Authority, whose offices and main treatment plant are located at One Highland Avenue in the Borough of Monmouth Beach, New Jersey, hereinafter referred to as Authority or Employer, and the Office and Professional Employees International Union Local #32, hereinafter called the Union, by, for and in conjunction with the O.P.E.I.U LOCAL #32.

The Authority recognizes the Union, OPEIU Local 32 as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions specifically covered by this agreement of employment of all employees covered by this Agreement. The Authority will notify/consult the Union on major changes of matters not specifically covered by this Agreement.

ARTICLE II

UNION SECURITY

- A. The Authority, for each of its employees in the bargaining unit who individually, in writing, authorizes the Authority to do so, will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for such employee's membership in the Union.

- B. Subject to applicable law, any such authorization shall be revocable by the individual employee by individual notice in writing mailed by registered letter to the Authority and the Union postmarked not earlier than five (5) days prior to anniversary date of the signing of the authorization or five (5) days prior to the termination date of this Agreement, whichever is sooner.

ARTICLE III

DUES CHECK OFF

Following the successful completion of probation the employer agrees to deduct from the earnings of each employee union member dues and special assessments when said employee has properly authorized such deduction in writing. The Union will indemnify, defend and save harmless the Authority against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards submitted by the Union to the Authority. The dues will be sent on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union Local #32. A list of the names of deductees will be forwarded annually.

The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of O.P.E.I.U. shall pay an agency shop fee equal to 85% of the dues and by statute, special assessments of the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this Article.

ARTICLE IV

UNION REPRESENTATION

- A. The Authority shall not deny the Union the right to have one (1) employee leave his job to attend out of plant Union meetings or conventions without compensation.

- B. Upon receiving approval of their supervisors, the privilege of the Steward to leave his work at a reasonable time during working hours to investigate grievances and/or other matters on the Authority premises without loss of pay is extended with the understanding the time will be reasonable and devoted solely to the proper handling of legitimate Union business. The Assistant Steward may replace the Steward when the Steward is unavailable. The Authority and the Union agree that only one (1) Union representative shall attend to Union business.

ARTICLE V

PLANT VISITATION

A duly authorized non-employee union representative must request of the ED or his designee permission to be on the premises. The decision of the ED shall be final and binding and non-arbitrable.

ARTICLE VI

HOURS OF WORK

- A. The Authority agrees that forty (40) hours per week, eight (8) hours per day, five (5) days per week shall constitute a regular week's work, for the Plant Manager, Bookkeeper, Laboratory Technician, Member Town Billing Administrator, Administrative Accounting Clerk and any newly hired employee in the Unit, and shall be paid for at the regular straight time rates of pay provided. The Authority agrees that thirty seven and one half (37 1/2) hours per week, seven and one half (7 1/2) hours per day, five (5) days per week shall constitute a regular week's work for the Laboratory Manager, and Clerk Typist and shall be paid for at the regular straight time rates of pay hereinafter provided.
- B. The FLSA workweek starts 0001 Monday and extends 168 hours to 2400 hours on Sunday.
- C. Prior to shift changes, management will meet with the Union.

ARTICLE VII

OVERTIME

- A. The Authority's need for and right to require a reasonable amount of overtime is recognized. Except in an emergency situation at least four (4) working hours notice of overtime shall be given. When practical, overtime will be requested on a voluntary basis. However in case of emergency, the Authority has the right to assign such overtime. It is understood and agreed that an employee may refuse an assignment on occasion for good and sufficient reason.
- B. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.
- C. Employees are to be paid \$6.50 for meal when they have worked three and a half (3-1/2) hours overtime in excess of eight (8) hours. Overtime and Holiday work assignments are to be offered to full time union employees before offered to part time or summer employees.
- D. Overtime for the Member Town Billing Administrator, Clerk Typist, Bookkeeper, Laboratory Technician, and Administrative Accounting Clerk and will be computed as follows:
 - 1. One and one-half (1-1/2) times will be paid for all hours worked in excess of forty (40) hours in the basic work week.
 - 2. One and one-half (1-1/2) times will be paid for all hours worked on the sixth (6th) consecutive day of work.
 - 3. One and one-half (1-1/2) times will be paid for all hours worked on holidays in excess of forty (40) hours in the basic work week.
 - 4. Double time will be paid for all hours worked on the seventh (7th) consecutive day.

5. The calculation of days for premium payment purposes shall define the week in accordance with the pay period. All holiday, sick, vacation, personal, jury duty and bereavement hours not worked, for which an employee is compensated, shall be regarded as hours worked for the computation of overtime in the work week.
- E. The Plant Manager, and Laboratory Manager, shall receive Compensation Time at the rate of one (1) hour of time worked in excess of Regular Work Week as specified in Article VI; Section A.

ARTICLE VIII

REPORT TIME

An employee excused early because of circumstances beyond the Authority's control will be compensated for the balance of the shift.

ARTICLE IX

SENIORITY

A. Seniority is defined to mean the accumulated length of continuous service with the Authority, 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 occurs:

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

ARTICLE X

GRIEVANCE PROCEDURE AND ARBITRATION

- 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 grievances shall be as follows:

STEP I:

The employee or the employees and the union's grievance representative shall present the grievance orally to the employee's immediate supervisor within three (3) calendar days after the employee becomes aware of the grievance but in no event later than ten (10) working days after the occurrence. The immediate supervisor shall meet with the parties involved to make every reasonable effort towards a proper disposition and settlement of the grievance within three (3) working days. If no satisfactory settlement is reached within two (2) working 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 and presented to the supervisor within two (2) working days who will return his written answer to the Union within three (3) working days.

STEP II

In the event the grievance is not resolved under Step I hereof, the Union's grievance representative (the Shop Steward of the local Union) shall present the written grievance as completed under Step I 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 five (5) working days of the receipt of the written grievance, either party may refer the grievance to arbitration under Step III.

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 five day period under Step II, resort to arbitration when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement.

1. A request for arbitration shall be initiated by the Union or the Authority by serving upon the other a notice in writing of its intent to proceed to arbitration.
2. Said notice shall identify the provisions of the Agreement involved, the employee involved and a statement of the grievance or grievances that were made the subject of the previous steps.
3. The party requesting arbitration shall make application to the Public Employment Relations Commission (PERC) and request that PERC submit a list of possible arbitrators from which they may select an arbitrator.
4. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from nor modify the provisions

of this Agreement, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this Agreement.

5. A decision of the arbitrator shall be binding on both parties.
 6. All fees and expenses or administrative charges for the arbitrator 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 witnesses from outside of the bargaining unit.
 7. The arbitrator shall hold the hearing at a time and place convenient to the parties.
 8. In cases involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.
- 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 XI

PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first four (4) months, during which time the Authority can reprimand or discharge without being challenged by the Union. The Authority shall have discretion to extend the probationary period an additional four (4) months. There shall be no responsibility for reemployment of probationary employees if they are discharged or laid off during this probationary period. After the probationary period, the said new employee will be placed on the seniority list from the first day of employment.

ARTICLE XII

PROMOTIONS AND UPGRADES

All open positions will be posted with job description, salary, and qualifications.

If two or more candidates are equally qualified, the employee with the greatest seniority shall be awarded the promotion.

The Authority will notify the Union and the affected employee, prior to implementation, of major changes in job descriptions of all unit members. The Authority will consult with the Union over possible pay adjustments due to said major changes in job description.

Consideration shall be given to all current employees for any new or vacant position. If another candidate is chosen, the current employee shall be informed of the reason for the decision.

ARTICLE XIII

VACATIONS

1. Employees who have been in the continuous employ of the Authority for six (6) full months shall receive one (1) weeks vacation at their base rate of pay.
2. A newly hired employee who commences employment prior to the fifteenth (15th) of a given month shall receive credit for the full month; a newly hired employee who commences employment on the fifteenth (15th) of a given month or later shall receive no credit for that month.
3. For each additional full month of employ, up to one (1) year, the employee shall receive one additional day of vacation until two (2) weeks are reached.
4. For each additional year employed, the employee shall receive one (1) additional day of vacation until four (4) weeks are reached. For each additional year of employment over nineteen (19) years, an employee shall receive one (1) additional day of vacation until five (5) weeks is reached.
5. Up to five days can be carried over from year to year non cumulative.
6. When an employee is laid off, quits or is terminated, he shall be paid proportionately for earned vacation time.
7. Vacation eligibility list shall be posted by January 15 for the following year. Vacations to be confirmed must be requested by February 15. With the exception of confirmed vacations, in the event of conflict the employee

with the greatest seniority shall have first preference within the department. Vacations shall run from January 1 to December 31. In case of conflict, the employee with the greater seniority shall have first preference within their department.

8. No more than one office member may schedule vacation for the same week. Exceptions, which do not interfere with the operation of the office, may be made at the sole discretion of the Authority.
9. No two laboratory staff members may take vacation on the same day.
10. All vacation schedules must be approved by the Executive Director or his designee and posted.

ARTICLE XIV

HOLIDAYS

A. A regular, full-time employee, not required to work on a holiday will receive straight-time wages based upon his regular rate of pay, for each of the following holidays listed. An employee must be in a pay status the scheduled work day before and the first scheduled work day after the holiday, even though in a different work week, unless excused by the employer or is absent because of illness. The Authority may request a doctor's certificate as proof of illness in cases of suspected abuse.

B. Holidays under the scope of this Agreement shall be:

One-half day on the day prior to New Year's Day

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

One-half day on the day prior to Christmas Day

Christmas Day

C. Holidays that fall on Saturday will be celebrated on Friday. Holidays that fall on Sunday will be celebrated on Monday. This affects only those employees working Monday through Friday.

ARTICLE XV

SICK AND PERSONAL LEAVE DAYS

- A. An employee will be granted thirteen (13) days of sick leave per year.
- B. Unused sick days can be accumulated from one year to the next with no limit.
- C. In cases where the Authority suspects abuse of sick leave, it may request the employee's reason for use of the sick day. The Authority shall retain the right to request a doctor's certificate of illness in the event an employee utilized three (3) or more consecutive sick days.
- D. The Authority will provide a form of temporary disability benefits. If an employee is temporarily disabled, not caused by a work related injury or illness, for more than seven (7) days, they will receive temporary disability benefits in accordance with the terms of the State's temporary disability program with the following exception: section entitled "Limitation of Benefits" Part 1 replace with "An employee must exhaust 13 days of sick leave prior to receiving any benefits." After 13 days an employee can use sick leave to supplement disability benefit.
- E. After five (5) years of service, upon separation or death, except for just cause, the Authority will grant one-half (1/2) day's pay for each accumulated unused sick day up to one hundred and fifty (150) days. In the event of death, the benefits under this clause shall be paid to the employee's beneficiary.
- F. Full time, permanent employees are entitled to two (2) personal days per year. Except in cases of emergency, the employee shall provide twenty-four (24) hours notice before using a personal day. Personal days are not cumulative from one year to the next. No personal days shall be granted the day before or the day after a vacation or holiday.

G. An employee who becomes pregnant is required to:

1. Notify her supervisor of her condition immediately upon discovery of the pregnancy;
2. Submit to her supervisor a written statement from her personal physician specifying the estimated delivery date and the estimated date that the employee should cease working and any impediments to performance of assigned duties.
3. Submit to her supervisor a written statement from her personal physician if the initial estimated dates are changed.
4. Maternity Leave of Absence will commence when the employee's physician certifies that she is no longer able to perform her work safely and efficiently. However, the Authority reserves the right to initiate a leave of absence if the employee's attendance and quality and quantity of work are adversely affected by the pregnancy. Maternity leave will continue until such time as the employee's physician certifies that she is able to return to work. An employee on maternity Leave of Absence is required to contact the Executive Director and report her return-to-work plans within thirty days of the birth of the child or termination of the pregnancy.
5. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions are temporary disabilities for the purpose of any health or temporary disability insurance or sick leave plan maintained by the Authority. Employees who are granted a maternity Leave of Absence will be eligible for the same sick benefits received by employees suffering from illness or other temporary disabilities.
6. In accordance with State guidelines the maximum total maternity leave with a normal delivery is 10 weeks.

ARTICLE XVI

HEALTH

The Authority will continue the present Dental and Prescription plan for all full time employees, for the term of this contract.

Effective April 1, 2003, health benefit coverage will be provided by the New Jersey State Health Benefit program for all full time employees for the term of this contract.

The Authority will consult with the union regarding changes in benefits. Any changes in benefits will provide benefits equal to the present coverage provided.

The Authority will provide \$20,000.00 life insurance for each full time employee in this unit.

Health Care Upon Retirement:

1. Health benefits will be provided for employees upon retirement. To be eligible an employee shall have twenty-five (25) years of service with the employer and meet the minimum age of fifty-five (55) years old.

ARTICLE XVII

SALARY GUIDE

The positions listed below will have adjustments to the base rate of pay equal to 3% annually during the term of the contract effective January 1, 2002, January 1, 2003, January 1, 2004, and January 1, 2005.

Administrative Accounting Clerk
Member Town Billing Administrator
Bookkeeper
Clerk Typist
Laboratory Manager
Laboratory Technician
Plant Manager

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

- A. It is agreed that nothing herein shall in any way prohibit the Authority from discharging or otherwise disciplining any Authority employee, regardless of seniority, for just cause. In all cases of discharge or discipline, an employee has the right to have a union representative present. Written notice of discharge or discipline shall be served upon the union and the employee involved.

- B. In the event that a discharged employee feels that he has been discharged or disciplined unjustly, said employee or the union, with permission of the employee, shall have the right to file a grievance, which must be in writing, with the Employer within three (3) work days from the time of discharge or discipline. Said grievance shall be initiated at the second step of the grievance procedure and arbitration as herein provided. If no grievance is filed within the time period specified, then said discharge or discipline shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

ARTICLE XIX

BULLETIN BOARD

The Union shall have the use of a bulletin board on the Authority's premises for posting of notices relating to Union meetings, official business and social functions only. No notice shall be posted until it has been submitted to and approved by the Executive Director of the Authority.

ARTICLE XX

JURY DUTY PAY

Each employee who has served his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the Authority an amount equal to the difference between the regular straight time earnings the employee otherwise would have earned by working during straight time hours for the Authority on that day and the daily jury duty fee paid by the Court for each day on which he reports for or performs jury duty or when summoned for appearance for examination as to competency and qualifications to serve as a trial juror, and on which he otherwise would have been scheduled to work for the Authority.

The employee must provide the Authority with proper documentation of service upon return to work.

If an employee is called twice in the same year to serve jury duty it is the obligation of the employee to request relief from said service and just provide a copy of said request to the Authority.

ARTICLE XXI

BREAVEMENT PAY

- A. A regular, full-time employee shall be excused from work by his supervisor because of death in his immediate family, as defined below, and shall be paid his regular rate of pay for the scheduled working hours missed but not exceeding three (3) eight (8) hour days.

- B. Immediate family is defined to mean parents, children, spouse, grandparents, grandchildren, brother or sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law only. Proof of death satisfactory to the Authority shall be furnished to it upon request.

ARTICLE XXII

SAFETY

- A. The Authority shall pay for one (1) pair of safety shoes on an as needed basis determined by the Executive Director or designee upon request by the employee.

- B. A Committee of one (1) member of Management and one (1) member of the Union will constitute the Safety committee. They will meet a minimum once every three (3) months to bring up safety and health problems in order to protect workers from injury and sickness. The Committee may also meet at request of either party as special situations arise. The committee will keep written reports of their findings so that if a situation has not been corrected, it will appear on next meeting's agenda.

ARTICLE XXIII

TUITION ASSISTANCE PROGRAM

- A. The Authority will reimburse employees for education or training at an accredited or recognized college, trade, correspondence or other special school for courses that are directly related to the position.
- B. To be eligible for tuition reimbursement, the employee must:
 - 1. Be a full time permanent staff member; and
 - 2. Be actively employed with the Authority for two (2) years prior to application for the course; and
 - 3. Secure prior written approval of the course(s) from the Executive Director.
 - 4. Employees must remain on the employer's rolls for one year after completion of the course, failure to do so will result in all related moneys being reimbursed to the Authority by the employee.
- C. Employees will be reimbursed for tuition, books and lab fees providing receipts are presented for each item, upon proof of successful completion of the course.
- D. Review courses for license or registration taken for the first time will be reimbursed 100%. Review courses taken more than one time will not be reimbursed.
- E. Training and conference registration shall be paid directly by the Authority for approved sessions.

ARTICLE XXIV

MANAGEMENT RESPONSIBILITY

It is recognized that the management of all operations, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the Authority. Accordingly, the Authority retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities and stations, determine the work to be performed within the Union, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules that shall not be inconsistent or contrary to this Agreement.

ARTICLE XXV

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject that is (or may be) subject to collective negotiations. Any prior commitment or agreement between the Authority and the Union or any individual employee covered by this Agreement is hereby superseded.

ARTICLE XXVI

WORKERS' COMPENSATION PROGRAM

The Authority shall continue payment, pursuant with the current practice for a period of ten (10) weeks; this payment shall terminate after ten (10) weeks.

ARTICLE XXVII

DURATION

This Agreement shall become effective as of **January 1, 2002** and shall remain in effect as otherwise provided herein, up to and including **December 31, 2005** and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend the Agreement is given by either party to the other as least sixty (60) days prior to its expiration or any annual renewal thereof.

IN WITNESS WHEREOF, the parties hereunto have set their hands and affixed their seals the day and year first above written.

Two Rivers Water Reclamation Authority

ATTEST:

Elwood Baxter, Chairman

William Leonard, Vice Chairman

Charles Maps Commissioner

Michael A. Gianforte, P.E., Executive Director

ATTEST:

O.P.E.I.U., AFL-CIO, CLC,
LOCAL #32

Sharon Eastwick Business Agent

Melvyn Martens, Shop Steward