

AGREEMENT

BETWEEN

RIVERSIDE WATER RECLAMATION AUTHORITY

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

LOCAL 1034

JANUARY 1, 2008 - DECEMBER 31, 2011

## INDEX

		PAGE
ARTICLE I	PREAMBLE	2
ARTICLE II	RECOGNITION	2
ARTICLE III	HOURS OF WORK	2
ARTICLE IV	COMPENSATION	3
ARTICLE V	OVERTIME	4
ARTICLE VI	CALL OUTS	5
ARTICLE VII	STAND-BY ASSIGNMENTS	5
ARTICLE VIII	GRIEVANCE PROCEDURE	6
ARTICLE IX	DRUG/ALCOHOL FREE ENVIRONMENT	8
ARTICLE X	DISCIPLINE	8
ARTICLE XI	MANAGEMENT RIGHTS	9
ARTICLE XII	UNION RIGHTS	9
ARTICLE XIII	NO STRIKES	10
ARTICLE XIV	PERSONNEL FILES	10
ARTICLE XV	HEALTH BENEFITS/BUY OUT-OPT IN/RETIREMENT	11
ARTICLE XVI	NEW JERSEY TEMPORARY DISABILITY INSURANCE	11
ARTICLE XVII	PENSION & GROUP LIFE INSURANCE	11
ARTICLE XVIII	HEALTH & SAFETY/UNIFORMS	12
ARTICLE XIX	WORKER'S COMPENSATION INSURANCE	12
ARTICLE XX	TRAVEL, TRAINING, LICENSING & INCENTIVES	13
ARTICLE XXI	SENIORITY	16
ARTICLE XXII	UNION DUES/AGENCY FEE	17
ARTICLE XXIII	HOLIDAYS	17
ARTICLE XXIV	SICK LEAVE/RETIREMENT	18
ARTICLE XXV	VACATIONS	19
ARTICLE XXVI	PERSONAL DAYS	20
ARTICLE XXVII	LEAVES - FEDERAL FMLA/NJ FAMILY LEAVE	21
ARTICLE XXVIII	JURY DUTY	21
ARTICLE XXIX	FUNERAL LEAVE	21
ARTICLE XXX	LONGEVITY	22
ARTICLE XXXI	EQUAL TREATMENT	22
ARTICLE XXXII	TERMINATION	22
SIGNATURE SHEET		23
ATTACHMENT A	DRUG/ALCOHOL POLICY	24
ATTACHMENT B	UNION DUES/AGENCY FEE	31
ATTACHMENT C	HORIZON BLUE CROSS & BLUE SHIELD HEALTHCARE OUTLINES	33

## **ARTICLE I - PREAMBLE**

This Agreement entered into by the Riverside Water Reclamation Authority (referred to as the "Employer") and the Employees of the Riverside Water Reclamation Authority, Communications Workers of America, AFL-CIO (referred to as the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment for the Employees represented by the Union.

## **ARTICLE II - RECOGNITION**

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its Employees in the established bargaining unit. This unit includes all full and part-time Riverside Water Reclamation Authority Employees, including laborers and operators. Excluded are Managerial executives, confidential Employees, and supervisors within the meaning of the Act; craft Employees, professional Employees, police Employees, casual Employees and all other Employees.

## **ARTICLE III - HOURS OF WORK**

A. The regular work day is eight hours exclusive of a one-half hour lunch break. The lunch breaks may be staggered to accommodate coverage/service needs.

B. The regular work week is five days, eight hours per day, scheduled within the pay period from Sunday at 12:01 a.m. to Saturday at midnight. While an employee will be scheduled to work five (5) consecutive days, insofar as within the Sunday-to-Saturday work week is concerned, the five days may not be consecutive. For example, an employee may be scheduled to work Wednesday through Sunday with Wednesday through Saturday in one work week and Sunday in the following work week.

1. Nothing herein shall constitute a guarantee of employment or a guarantee of a particular number of hours of work per week.

C. The hours and work schedule of the Authority shall be as the Authority determines is appropriate and they may be changed as circumstances warrant. These circumstances may include, but are not limited to, employee absences, terminations, new employees, new regulatory requirements, new technology, and the like. The hours of operation are, unless changed, 7:30 a.m. to 4 p.m., seven days per week, including Saturdays, Sundays and holidays. At least two Employees shall be scheduled to work Saturdays, Sundays and holidays as part of their regularly scheduled work weeks.

D. No employee shall punch any time card other than his/her own card. He/she shall punch his/her card as follows:

1. when reporting for work, whether on the regular schedule or pursuant to a call-out;
2. when taking a lunch break;
3. when returning to work after the lunch break;
4. when leaving at the end of the work day or end of a call-out.

#### **ARTICLE IV - COMPENSATION**

A. Employees shall receive the following wages increases:

1. Effective 1/1/2008 4%
2. Effective 1/1/2009 4%
3. Effective 1/1/2010 3.50%
4. Effective 1/1/2011 - 3.50%

B. All raises are retro to 1/1 of each contract year

1. New hires shall not receive the percentage increase until after their 90 days probationary period.
2. New titles added to the agreement: Laborer and Operator
3. No hire rates will be entered into the agreement for Laborer and Operator, hiring rates shall be by experience and licensing, however no new hire, Operator or Laborer shall be hired above the lowest paid current bargaining unit employee of the Riverside Water Reclamation Authority.
4. Foreperson
  - a. At time of initial hire or appointment: \$14.50/hour

b. Thereafter the salary shall be adjusted as follows:

Effective 1/1/2008 - 4%  
Effective 1/1/2009 - 4%  
Effective 1/1/2010 - 3.50%  
Effective 1/1/2011 - 3.50%

C. No one shall be eligible for Foreperson status until he/she holds at least S-2 and C-1 licenses.

D. Paychecks shall be distributed by the Superintendent each Thursday at the end of the work day or on Wednesday if Thursday is a holiday.

#### **ARTICLE V - OVERTIME**

A. Overtime shall be paid for time worked in excess of the daily eight [8] hour work day and for time worked in excess of the normal forty [40] hour work week.

B. In the event that an employee's regular scheduled workweek is Monday-Friday, overtime shall be paid at the following rates:

1. Monday through Saturday - One and one-half times the regular hourly rate.
2. Sundays and Holidays - Double time the regular hourly rate.

C. In the event that an employee's regularly scheduled work week is other than Monday-Friday (for example, Sunday-Thursday) overtime shall be paid as follows:

1. Daily overtime and the sixth consecutive day - One and one-half the regular hourly rate.
2. Holidays and the 7<sup>th</sup> consecutive day - Double time the regular hourly rate.

D. Overtime shall be paid according to the prevailing rate. The prevailing rate shall be the rate in effect at the time the overtime originates.

E. An employee's overtime rate shall be established by dividing the employee's annual base salary by 2080 (40 hours x 52 weeks).

F. Compensatory time {time off in lieu of overtime pay} shall be prohibited.

G. Overtime hours shall not be included in the make up of the eight [8] hour work day nor the make up of the forty [40] hour work week.

## **ARTICLE VI - CALL OUTS**

- A. Due to the nature of the services provided and the potential impact on public health and safety, employees shall be required to respond to emergency conditions reported after normal operating hours.
- B. When an employee is called to work after normal operating hours, the employee shall be paid on the basis of a "call out".
- C. A call out is defined as when the employee is called to work from his home or location {other than work} during those hours outside of the normal operating hours.
- D. A call out shall stand by itself and not be construed as part of the eight [8] hour work day nor as part of the forty [40] hour work week.
- E. A call out shall begin when the call is received by the employee.
- F. The minimum payment for a call out shall be four [4] hours at the employee's prevailing overtime rate. Prevailing overtime rate shall be the rate in effect at the time the call out originates.
- G. Prevailing overtime rate shall be paid for all continuous hours worked in excess of the minimum four [4] hour call out up to the employee's normal scheduled start time of 7:30 a.m.
- H. An employee shall be responsible for responding to all call outs received during the employee's stand-by assignment. Failure to respond may be cause for disciplinary action by the Plant Superintendent.

## **ARTICLE VII - STAND-BY ASSIGNMENTS**

- A. The stand-by assignment period shall be during those hours outside of the normal operating hours.
- B. Stand-by assignments shall consist of not less than seven [7] nor more than fourteen [14] consecutive days.
- C. Stand-by assignments shall be included on the work schedule posted by the Plant Superintendent.
- D. To ensure employee safety and to provide a timely response to conditions that may have an impact on public health and safety, two [2] employees shall be assigned to each stand-by period.

E. An employee on stand-by assignment shall receive the following payment per day:

2008 - \$7.00 weekday, \$ 9.00 weekends & holidays  
2009 - \$8.00 weekday, \$ 9.00 weekends & holidays  
2010 - \$8.00 weekday, \$10.00 weekends & holidays  
2011 - \$9.00 weekday, \$10.00 weekends & holidays

F. Stand-by assignment payments shall be made annually and shall be based on the total number of days an employee was on stand-by from December 1<sup>st</sup> of the previous year to November 30<sup>th</sup> of the current year.

G. The Plant Superintendent shall maintain a record of the number of days an employee has been on stand-by assignment. The total number of days an employee has been on stand-by assignment shall be submitted on the payroll time sheet immediately following the November 30<sup>th</sup> closing date.

H. An employee on stand-by assignment shall be required to carry a pager capable of notifying the employee when a call out has been received. The employee shall carry this pager during all hours outside of the normal operating hours and during all hours including operating hours on Saturday, Sunday, and Holidays.

I. An employee on stand-by assignment shall remain within a reasonable distance in order to respond to the call out in a timely manner. The response to a call out shall be considered unreasonable when there is a delay of thirty [30] minutes or more between the time the call is confirmed by the employee and the time the employee arrives at work. An unreasonable response to a call out may be cause for disciplinary action by the Plant Superintendent.

J. The Plant Superintendent shall be notified immediately if there is any question regarding the proper disposition of a call out. Questions may include but not be limited to: notification or assistance by other agencies, additional manpower, recommended operating procedures or corrective measures, or additional monitoring of existing conditions.

K. In all instances other than illness, the employee shall be responsible for coverage of any part of the stand-by assignment during which the employee will be unavailable to respond.

L. To receive proper credit, all stand-by assignment changes shall be made on the schedule posted in the Plant Superintendent's office by the employee requesting the change. The Plant Superintendent shall be notified when changes are made.

#### **ARTICLE VIII - GRIEVANCE PROCEDURE**

A. A "grievance" is a claimed breach, violation, misinterpretation or improper application of the terms of this Agreement, including disciplinary action.

B. The processing of the grievance shall not interfere with the continuity or efficiency of operations.

C. Any grievance or dispute which arises between an Employee and the Employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all time limits, unless otherwise expressed, refer to working days that the Employee is scheduled to work.

D.1. Within five (5) working days of the date of the grievance or the date in which the grievant should have reasonably known of its occurrence, an Employee with a potential grievance must orally present and discuss his/her complaint with the Superintendent on an informal basis prior to filing a formal Step 1 grievance. A Union steward may be present at such discussions. If it remains unresolved, the matter shall be process in accordance with Step 1.

#### Step 1.

A grievance must be filed initially within ten (10) working days from the informal meeting described in paragraph C above. The grievant shall prepare the grievance in writing on forms approved by the parties and submit it to the Superintendent who shall schedule, hear and determine it within ten (10) working days after receiving it. Such grievance shall include the date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. The decision of the Superintendent shall be in writing and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representative and the Authority members within ten (10) working days. Failure of the Superintendent to process the grievance within the designated time period shall automatically move it to Step 2.

#### Step 2.

Upon receipt of an adverse determination by the Superintendent, the grievant or the Union representative shall have a period of ten (10) working days to appeal such determination to the Executive Director. The Executive Director or a member of the Authority, as the Authority determines, shall discuss the grievance with the grievant and the Union. If it is the Executive Director, the meeting will be within five (5) working days after submission of the grievance and he/she will respond within five (5) working days thereafter. If it is a member of the Authority, the meeting will be within fifteen (15) working days after the submission of the grievance with a written response within fifteen (15) working days thereafter. Failure of the Executive Director or the Authority member, as the case may be, to process the grievance within the designated time period shall automatically move it to Step 3.

#### Step 3.

If the grievant and the Union are dissatisfied with the response of the Executive Director or the Authority member, as the case may be, the Union may submit the grievance to an arbitrator pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be advisory. The grievance must be submitted



to arbitration within thirty (30) calendar days following receipt of the response of the Executive Director or the Authority member. The arbitrator shall be without authority to add to, subtract from, modify or amend any term of this Agreement. The expenses and fees of the arbitrator shall be shared equally by the parties. All other costs shall be borne by the party incurring the same.

D.2. At all steps of the grievance procedure, the grievant shall have the right to be represented by the Union and only by the Union.

D.3. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, he/she shall have the option to file the grievance at the next highest step in the grievance procedure for resolution.

D.4. A group or class grievance may be filed by a member of the affected group or class by a representative of the Union. However, any such grievance shall clearly delineate the group or class involved and it shall list the names and titles of the individual Employees involved.

D.5. Extensions of time limits may be obtained only by written consent of the grievant or representative and the person designated to hear and determine the grievance.

D.6. If the grievant accepts a resolution that is not in conflict with this Agreement, that resolution shall be final and binding upon the parties.

#### Step 4.

The advisory decision of the arbitrator shall be submitted to the Authority for review. Within thirty (30) calendar days following the receipt thereof, the Authority will, after having given consideration to the advisory arbitrator's decision, render its decision on the grievance. The Authority's decision shall be final and binding on both the Employee and the Union.

### **ARTICLE IX - DRUG/ALCOHOL FREE ENVIRONMENT**

The drug/alcohol policy shall be as set forth in Attachment A which is a part hereof.

### **ARTICLE X - DISCIPLINE**

Employees may be disciplined for just cause. Depending upon the severity of the offense, disciplinary action may include counseling, a written reprimand, suspensions without pay and discharge. More serious offenses, such as theft, assaults, falsifications, striking another Employee's time card, and the like, may result in immediate discharge.

## **ARTICLE XI - MANAGEMENT RIGHTS**

A. Subject to the express written terms of this Agreement, the Authority hereby retains reserves unto itself, without limitation, all powers, rights, authority and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by governmental entities in providing their services, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of its operation, its properties and facilities;

2. To hire all Employees, subject to the provisions of law and this Agreement, to determine their qualifications, their conditions for their continued employment, their dismissal or demotion or promotion, their assignments and reassignments;

3. To establish and control methods of operations as deemed necessary or advisable;

4. To determine schedules, duties and responsibilities of Employees.

B. The exercise of management rights, and compliance with applicable law and regulations, are specifically excluded from the Grievance Procedure.

C. In addition, the exercise of the foregoing powers, rights, authority and functions, as well as the practices in furtherance thereof and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of applicable laws and regulation of the State of New Jersey and the terms of this Agreement.

## **ARTICLE XII - UNION RIGHTS**

A. Employees shall have the right for a Union representative to be present, if the Employee so requests, during any meeting at which the Employee is being questioned on a matter which may lead to disciplinary action. Furthermore, the Authority must notify the Employee of his right prior to the meeting. The Employee may waive his right prior to the meeting. The Employee may waive his right to have a representative present but must do so in writing.

B. The Authority will provide the Union with an up-to-date seniority list on or before January 30<sup>th</sup> of each year.

C. The representatives of the Union shall be permitted to transact Union business on the premises of the Authority before or after normal working hours and during the lunch period, provided, however, that this shall not interfere with or interrupt normal operations of the

Authority. Advance notice in writing of at least 24 hours shall be given by the Union to the Executive Director or Plant Superintendent.

D. The Union will have the right to place items relating to Union business on the existing Employee bulletin board.

E. As required by law, the Authority shall provide legal representation to its Employees if litigation shall develop as a result of actions arising out of and in the course of employment, except that no representation shall be provided for the defense of a criminal or disorderly persons complaint, charge or indictment.

### **ARTICLE XIII - NO STRIKES**

A. The Union agrees that there shall be no strikes, picketing, slow downs, curtailment of production, work stoppages of any kind or other interruption of Authority business. In the event that one or more Employees fail to abide by the provisions of the Article, the Authority retains full right to take any disciplinary action it deems necessary, including discharge. The parties agree that any discipline imposed does not have to be uniform but different levels of discipline may be imposed upon anyone determined to have been an organizer of the action.

B. Employees engaging in any of the activities prohibited by the Article shall not be entitled to any benefits contained in this Agreement which accrue during the period of such action or they shall pay for the portion of said benefits for which the Authority ordinarily pays, as determined by the Authority.

### **ARTICLE XIV - PERSONNEL FILES**

A. All Employees shall have the right to see all documents in their personnel files upon at least forty-eight (48) hours prior written notice to the Executive Director or Plant Superintendent. An Employee shall be permitted to have a copy of any document in his/her file.

B. Employees shall be given copies of all disciplinary matters, evaluations or work performance documents placed in their files at the time that the document is so placed. Prior to placement of a document, Employees shall first be given the opportunity to initial the same. Such initialing shall not indicate anything other than that the Employee has reviewed the document. However, Employees shall be given the opportunity to indicate that they have read and accepted the contents of the document. Upon written release from an Employee, a Union representative may see and copy documents in the Employee's file.

C. Employees shall have the right to respond in writing to anything placed in their files.

## **ARTICLE XV - BENEFITS**

A. The Authority shall provide health care coverage under Horizon Blue Cross and Blue Shield for the employees. Individual coverage shall be provided at no cost to the employee when the employee is single with no dependents. Family coverage shall be provided at no cost to the employee when the employee is married, or responsible for his/her child or children. Outlines of the Horizon Blue Cross and Blue Shield program options offered by Horizon B/C & B/S are attached in *Attachment "C"*. The employee shall be responsible for all co-payments and deductibles established by the plan provider.

The Authority shall provide a Prescription Plan, known as Horizon Blue Cross and Blue Shield, with a \$1.00/\$6.00 co-pay, for the employees. The employee shall be responsible for all co-payments and deductibles established by the plan provider.

The Authority shall provide dental insurance coverage under Horizon Blue Cross/Blue Shield of NJ for the employees. The employee shall be responsible for all co-payments and deductibles established by the plan provider.

B. New employees shall be eligible for the above benefits after 60 days from his/her starting date.

### **C. EYE GLASS REIMBURSEMENT**

The Authority shall provide a prescription eyeglass reimbursement of \$85 for single lens and \$95 for bi or trifocals upon submittal of a copy of the receipt to the Plant Superintendent. This reimbursement shall be concurrent with the Health Care Plan benefit providing prescription lens reimbursement every 2 years.

### **D. RETIRED EMPLOYEE HEALTH INSURANCE REIMBURSEMENT**

"Reserved for future negotiation".

## **ARTICLE XVI - NEW JERSEY TEMPORARY DISABILITY INSURANCE**

A. All Employees shall be enrolled in the New Jersey Temporary Disability Insurance Plan.

B. Deductions shall be based on the Employee's annual base salary and shall be deducted weekly. The contribution rate shall be the current prevailing rate established by NJTDI.

C. Deductions for NJTDI for new Employees shall begin during the first week of employment.

D. Employees become eligible for benefits under NJTDI after twenty (20) weeks of continuous employment.

E. In the event of a prolonged injury or illness, all accumulated leave (sick, vacation, personal) must be exhausted before the Employee is eligible for NJTDI benefits.

F. Claim forms are available through the New Jersey Department of Labor, Division of Temporary Disability Insurance, or the local unemployment claims office.

## **ARTICLE XVII - PENSION & GROUP LIFE INSURANCE**

A. All Employees will be entitled to enrollment in the Public Employees Retirement System (PERS)

B. Pension contributions shall be based on the Employee's annual base salary and shall be deducted weekly. Contributor rate shall be the current prevailing rate established by PERS.

C. New Employees shall be enrolled in the PERS within thirty (30) days of his/her starting date.

D. Contributory Life Insurance is paid by the Employee. Enrollment is mandatory during the first twelve (12) months of employment. Benefits are equal to one and one-half times the Employee's annual base salary. Once canceled, Contributory Life Insurance cannot be reinstated.

E. Non-Contributory Life Insurance is provided by the Authority through the PERS at no cost to the Employee. Benefits are equal to one and one-half (1-1/2) times the Employee's annual base salary.

#### **ARTICLE XVIII - HEALTH & SAFETY**

The Employer shall at all times maintain safe and healthful working conditions and shall provide the following:

A. The Authority shall provide work uniforms and uniform cleaning services for all employees. The daily wearing of Authority uniforms is mandatory. Failure to do so may result in disciplinary action.

The Authority shall provide seven (7) high visibility shirts and three (3) high visibility windbreakers on April 1<sup>st</sup> every three (3) years. Each employee shall be responsible for the cleaning and maintenance of his/her issued tee shirts. The tee shirts supplied shall be the only acceptable substitute for the uniform shirt during work hours and shall not be worn during off duty hours, except when on a call out. Each employee shall be responsible for the cleaning and maintenance of his/her windbreaker. The windbreakers supplied shall be the only acceptable substitute for the uniform jacket during work hours and shall not be worn during off duty hours, except when on a call out.

Traffic safety vests shall be mandatory during work hours and during call outs when responding to any collection system complaint within the Authority's service area, while performing maintenance to the collection system, or when responding to assist another Township agency or municipality. The high visibility shirts and windbreakers are the only acceptable substitute for the traffic safety vests during daylight hours only except when existing weather conditions impair or impede visibility.

B. The Authority shall provide steel-toe work shoes for all employees. One pair of work shoes shall be provided annually for each employee with replacement on a fair wear and tear basis. New steel toe work shoes shall be supplied during the month of May of each calendar year. Steel toe work shoes shall be mandatory during all work hours, including weekend and holiday assignments, while performing plant and collection system duties. Steel toe work shoes shall be mandatory during call outs when responding to any collection system complaint within the Authority's service area or when responding to assist another Township agency or municipality.

C. The Authority shall provide all necessary Personal Protective Equipment to minimize employee exposure to potential hazards. PPE shall include but not be limited to rubber, leather, and disposable gloves, rubber boots, rain gear, disposable coveralls, goggles, safety glasses, respiratory protection, and hearing protection.

D. The Authority shall provide recommended immunizations and annual Health Maintenance examinations {physicals} for all employees. This shall include hepatitis when recommended.

#### **ARTICLE XIX - WORKERS' COMPENSATION INSURANCE**

A. The Authority shall provide Worker's Compensation Insurance coverage for all Employees. Coverage shall begin on the first day that the employee reports to work.

B. Any employee who becomes sick or injured while on duty shall be granted full pay from the Authority until the claim for Worker's Compensation is approved. If the employee's claim for Worker's Compensation is denied, the Authority shall be reimbursed the difference by the employee from his/her accumulated sick, vacation, or personal leave time.

C. Supplemental payments shall be the difference between the Worker's Compensation benefits and the employee's regular pay. Supplemental payments shall be made according to the following schedule:

- < 1 year of employment - no supplemental payments
- 1 - 9 years of employment - payments not to exceed 3 months [13 weeks]
- 10 or more years of employment - payments not to exceed 6 months [26 weeks]

## **ARTICLE XX - TRAVEL, LICENSING & INCENTIVES**

### **A. General Conditions**

1. The purpose of this section is to define the Authority's position in regard to the payment of fees and related expenses for work related training.
2. It shall be the policy of the Riverside Water Reclamation Authority to encourage and approve attendance at work related training courses and seminars, NJDEP approved license examination and license recertification courses, and other recommended courses.
3. All requests for training shall be submitted in writing to the Authority by the Plant Superintendent and shall be subject to approval by the Authority. License recertification shall be scheduled according to the provisions in Section D.
4. Fees and related expenses for approved courses and seminars shall be subject to the conditions noted in part B-2, 3, & 4, and part C - 1, 2, & 3.
5. Reimbursement for "out of pocket" expenses incurred due to circumstances beyond the control of the employee shall be certified by the Plant Superintendent and subject to approval by the Authority.
6. The Authority shall provide all safety training and retraining courses required by PEOSHA and the JIF. The Authority will make every effort to schedule these course during normal work hours at its facility. Employee attendance is mandatory.

## B. Travel

1. The Authority will make every effort to provide transportation for employees scheduled to attend work related training during the normal work day. The availability of an Authority vehicle shall be determined by the Plant Superintendent.
2. Travel reimbursements shall include mileage and, if applicable, bridge, toll road, and public transportation fees. Receipts certifying bridge, toll road, and public transportation fees shall be required for reimbursement.
3. When it is necessary for an employee to use his/her personal vehicle to attend work related training sessions during the normal work day, the employee shall be reimbursed for mileage at the current prevailing rate established by the Authority. Mileage submitted shall be equal to the combined distance from the employee's home to the training site and from the training site to the employee's home.
4. Employees attending NJDEP approved licensing courses shall be reimbursed for mileage at the current prevailing rate established by the Authority upon completion of the course. Mileage submitted shall be equal to the combined distance from the employee's home to the course and/or field trip site and from the course and/or field trip site to the employee's home multiplied by the number of sessions attended.
5. All requisitions for reimbursement shall be considered complete when accompanied by all applicable documentation. All requisitions shall be signed by the Plant Superintendent as certification of the employee's attendance.

## C. Training

1. Upon approval and subject to conditions noted, the Authority shall provide the necessary fees for employees requesting to attend training courses and/or seminars.
2. All course fees for NJDEP approved licensing courses shall be paid by the employee. The employee shall be eligible for reimbursement of all fees including mileage upon presentation of the Certificate of Completion and copies of all receipts for applicable fees. All requisitions for reimbursement shall be signed by the Plant Superintendent as certification of the employee's attendance.
3. Since it is the policy of the Authority that an employee pay in advance for a licensing course, should that employee begin the course and, through no fault of his/her own, be unable to complete the course, as certified in writing by the Plant Superintendent, the Authority shall reimburse that employee for all expenses incurred, including accumulated mileage. However, should the employee willfully fail to complete the course, he/she will not be eligible for reimbursement of fees or mileage.

#### D. License Recertification

1. Effective October 2, 2000, all licensed operators are required to obtain continuing education credits, defined as Total Contact Hours [TCH], in order to renew their licenses. The licensed operator must complete the required number of TCH, as determined by each valid license classification, during each three [3] year tracking period.

2. The Authority shall recommend and enroll licensed employees in NJDEP approved TCH courses. The Authority shall maintain a record of the TCH accumulated by each licensed employee, but it shall be the responsibility of the employee to ensure that he/she meets or exceeds the TCH requirement for each valid license classification at the time of license renewal.

3. Due to the total number of employees and the need to ensure that daily operating requirements are met, the Authority shall make every effort to provide licensed employees the opportunity to attend courses approved for TCH during each year of the three [3] year tracking period.

4. Reimbursement for expenses incurred while attending TCH approved courses shall be subject to the conditions noted in part B - 2, 3, & 4, and part C - 1, 2, & 3.

5. As established by N.J.A.C. 7:10A, Licensing of Water Supply and Wastewater Treatment System Operators, the TCH requirement for each S and C class license is as follows: S-3, S-4, C-3, C-4, 36 TCH; S-1, S-2, C-1, C-2, 18 TCH.

#### E. License Reimbursement & License Incentives

1. Employees in possession of a valid S-class and/or C-class license issued by NJDEP shall be reimbursed the annual renewal fee(s) by the Authority. However, the Authority shall not be responsible for reimbursement of late charges assessed due to the employee's failure to return the license renewal(s) in a timely manner. The requisitions for reimbursement shall be signed by the Plant Superintendent and shall be submitted with copies of the renewal certificate and personal check or money order for the appropriate fee(s).



2. Examination fee(s), mileage, and initial licensing fee(s) shall be reimbursed by the Authority when an employee has successfully obtained the S-class and/or C-class license sought. The requisition for reimbursement shall be signed by the Plant Superintendent and shall be submitted with copies of the NJDEP notification letter and check(s) or money order(s) for the examination and initial licensing fee(s). Mileage submitted shall be equal to the combined distance from the employee's home to the examination site and from the examination site to the employee's home.

3. Employees who have successfully obtained a S-class and/or C-class license shall receive the salary incentive increase listed below:

Each Wastewater Treatment {S-class} license - \$2,500

Each Collection System {C-class} license - \$1,000

4. To receive salary incentive increase, the employee shall submit a copy of the written notification from NJDEP to the Plant Superintendent. The salary incentive increase shall be added to the employee's current annual base salary and shall become effective during the payroll period immediately following submittal of the written notification from NJDEP.

#### **ARTICLE XXI - SENIORITY**

A. Seniority is defined as an employee's total length of service as a full-time employee with the Authority computed from the employee's hiring date.

B. In the event of a dispute concerning the seniority of two or more employees hired on the same date, preference shall be given in alphabetical order of the employees' last names.

C. The Authority shall maintain an accurate, up-to-date seniority roster with each employee's date of hire, classification and pay rate. Such records shall be available to the Union representative upon request.

D. Seniority shall be recognized provided the employee has the skill and ability to perform the available work, in cases of layoff and recall. In addition, employees holding licenses shall be the last to be laid off and the first to be recalled.

E. Seniority shall also be recognized in regard to vacation preference.

**ARTICLE XXII - UNION DUES**

Union dues will be deducted in accordance with N.J.S.A. 52:14-15.9e. (A copy of the statutory provision is attached hereto as Attachment B)

**ARTICLE XXIII - HOLIDAYS**

A. Employees shall be granted fourteen [14] paid holidays during the year.

B. Holidays granted shall be:

- |                           |                               |
|---------------------------|-------------------------------|
| <u>New Year's Day</u>     | <u>Columbus Day</u>           |
| <u>Lincoln's Birthday</u> | <u>Veterans Day</u>           |
| <u>President's Day</u>    | <u>Thanksgiving</u>           |
| <u>Good Friday</u>        | <u>Day After Thanksgiving</u> |
| <u>Easter Monday</u>      | <u>Christmas Eve</u>          |
| <u>Memorial Day</u>       | <u>Christmas Day</u>          |
| <u>Independence Day</u>   |                               |
| <u>Labor Day</u>          |                               |

C. An employee required to work on a holiday shall receive one [1] day or eight [8] hours at the employee's base rate {Holiday Pay} in addition to his/her overtime pay for working the holiday. {double time}.

D. Compensatory time {time off in lieu of the Holiday Pay} shall be prohibited.

E. New employees shall be granted those holidays remaining within the year from the date of his/her employment.

F. When a scheduled holiday falls on a weekend {Saturday or Sunday}, a day off for the holiday shall be granted as follows:

1. If the holiday falls on a Saturday, employees will be granted Friday off, the day before the holiday.

2. If the holiday falls on a Sunday, employees will be granted Monday off, the day after the holiday.

3. When Christmas Eve is on a Friday and Christmas Day is on a Saturday, time off for the Christmas Day holiday will be granted on Monday December 27<sup>th</sup>.

4. When Christmas Eve is on a Saturday and Christmas Day is on a Sunday, time off for the holidays will be granted as specified in 1 and 2.

5. When Christmas Eve is on Sunday and Christmas Day is on Monday, time off for the Christmas Eve holiday will be granted on Tuesday December 26<sup>th</sup>.

6. For the year 2008 only - employees shall work the day before Christmas (Wednesday) and shall have Friday the day after Christmas off with pay as the holiday.

G. In order to be eligible for holiday pay, the employee:

1. Must have received earned pay for the week in which the holiday is celebrated unless excused for good cause.

2. Must have worked the scheduled work day immediately preceding and immediately following the holiday unless excused for good cause.

H. If a holiday occurs while an employee is on vacation, the employee will not be charged a vacation day and will receive holiday pay.

#### **ARTICLE XXIV - SICK LEAVE**

A. One [1] paid sick day shall be equal to one [1] day or eight [8] hours at the employee's base rate.

B. Employees shall be granted paid sick days as outlined below:

1. Less than one [1] year of service - one [1] day for each month worked after completion of the ninety [90] day probationary period. Total sick days shall not exceed ten [10] days during the employee's first year of employment

2. One [1] year of service and beyond - fifteen [15] days per year.

C. Unused sick days shall accumulate from year to year.

D. Upon notification of an employee's intention to retire, due to medical reasons, disability, or regular retirement, the employee shall be paid at the rate of fifty percent [50%] for all unused and accumulated sick days up to a maximum of \$6,750.00 for year 2008, \$7,000.00 for year 2009, \$7,250.00 for year 2010, and \$7,500.00 for year 2011.

E. An employee shall notify the plant by no later than 7:30 am when he/she is unable to report to work due to illness. A message on the answering machine shall be sufficient notice if no one is available to answer your call.

F. An employee shall notify the Plant Superintendent by no later than 7:00 am when he/she will be unable to report to work on a scheduled weekend or holiday due to illness.

G. An employee who has reported out of work due to illness for three [3] or more consecutive days shall submit a Doctor's Certificate to the Plant Superintendent. Failure to submit a Doctor's Certificate shall result in forfeiture of the employee's sick leave pay.

H. The Plant Superintendent shall arrange coverage of an employee's stand-by duty if one of the employees on stand-by duty has reported out of work due to illness.

I. Periodic sick leave or excessive sick leave without Doctor's Certification may be cause to evaluate an employee's attendance record. When there is cause to question sick leave, the Plant Superintendent may request the employee to present a Doctor's Certificate. Failure to submit a Doctor's Certificate when requested may result in forfeiture of the employee's sick leave pay, and may also result in additional disciplinary action by the Plant Superintendent.

J. An employee who reports out of work due to illness on the day before or on the day after a scheduled holiday may be required to submit a Doctor's Certificate. Failure to submit a Doctor's Certificate may result in forfeiture of the employee's sick leave pay and holiday pay, and may also result in additional disciplinary action by the Plant Superintendent.

#### **ARTICLE XXV - VACATIONS**

A. One [1] paid vacation day shall be equal to one [1] day or eight [8] hours at the employee's base rate.

B. Employees shall be granted paid vacation days as outlined below:

1. Less than one [1] year of service - one [1] day for each month worked after completion of the ninety [90] day probationary period. Total vacation days shall not exceed ten [10] days during the employee's first year of employment.

2. One [1] through Six [6] Years of service - Twelve [12] days

3. Seven [7] through Thirteen [13] Years of service - Fifteen [15] days

4. Fourteen [14] through Twenty [20] Years of service - Eighteen [18] days

5. Twenty one [21] Years of service and beyond - Twenty-five [25] days

C. Vacation shall be chosen by the employees in order of their seniority.

D. Vacations shall not be accumulative. However, unused vacation days during the current year may be carried over to the following year provided that the unused vacation days are taken by December 31<sup>st</sup> of that year.

E. Vacation days shall be scheduled with the approval of the Plant Superintendent.

F. No more than one [1] employee shall be scheduled for vacation time during the same work period unless approved by the Plant Superintendent.

G. In all instances, operating requirements shall determine the availability of the vacation time selected. However, requests shall not be unreasonably denied.

H. The employee shall be responsible for posting selected vacation time on the schedule in the Plant Superintendent's office.

I. Vacation pay requests shall be submitted by the employee to the Plant Superintendent no later than three [3] weeks prior to that employee's scheduled vacation.

J. If an employee dies while in active service, all of his/her accumulated and unused earned vacation leave shall be paid to his/her estate at his/her daily straight time rate of pay at the time of death.

K. Upon any separation in good standing from employment, including layoff for lack of work, an employee shall receive 100% of all of his/her accumulated and unused earned vacation leave.

L. If an employee becomes sufficiently ill as to require in-patient hospitalization while on vacation, he/she may charge such period of illness against unused sick leave rather than vacation, at his/her option.

#### **ARTICLE XXVI - PERSONAL**

A. One [1] paid personal day shall be equal to one [1] day or eight [8] hours at the employee's base rate.

B. Employees shall be granted and paid personal days as outlined below:

1. Less than one [1] year of service - one [1] day after completion of the ninety [90] day probationary period.

2. One [1] year of service and beyond - three [3] days per year.

C. Personal days shall not be accumulative. Personal days must be used by December 31<sup>st</sup> of each year. Unused personal days shall not be carried over into the following year.

D. Personal days shall be chosen by the employees in order of their seniority.

E. Personal days shall be scheduled with the approval of the Plant Superintendent.

F. No more than one [1] employee shall be scheduled for a personal day during the same work period unless approved by the Plant Superintendent.

G. In all instances, operating requirements shall determine the availability of the personal time selected. However, no request shall be unreasonably denied.

H. The employee shall be responsible for posting selected personal time on the schedule in the Plant Superintendent's office.

## **ARTICLE XXVII - LEAVES**

1. Leaves shall be in accordance with State and Federal law.
2. Federal Family Medical Leave Act of 1993 ("FMLA")

To be eligible for leave under the federal FMLA, an employee must have been employed by the employer for at least 12 months and for at least 1,250 hours during the preceding 12 months. Eligible employees are entitled to take a maximum of 12 weeks unpaid leave during a 12 month period for the following reasons:

The birth of the employee's child and in order to care for the child;  
The placement of a child with the employee for adoption or foster care;  
To care for a spouse, child or parent who has a serious health condition; or  
A serious health condition that renders the employee incapable of performing the functions of his or her job.

3. New Jersey Family Leave Act ("FLA")

To be eligible for leave under the New Jersey FLA, an employee must have been employed by the same employer in the State of New Jersey for at least 12 months and for at least 1,000 hours during the preceding 12 months. New Jersey law provides for 12 weeks of leave within any 24 month period for:

The birth or adoption of a child; or  
The serious health condition of a child, parent or spouse.

4. Eligible employees will be entitled to leave if the conditions under either the federal or state law are met, subject to the requirements of whichever statute applies. If the leave qualifies under both Acts, the leave used counts concurrently against the employee's entitlement under each law.

5. A "Medical Certification Statement" will be required when an employee applies for leave based on the serious health condition of the employee (FMLA) or the employee's spouse, child or parent [FMLA & FLA]. In the Certification, the physician will be asked to attest to the nature of the serious health condition, and the duration of the leave. Employees may also be required to provide additional physician's statements at the employer's request at reasonable intervals.

## **ARTICLE XXVIII - JURY DUTY**

A. If an employee is called for Jury Duty, he/she shall be excused from work for the day or days that he/she is required to report. Employees shall suffer no loss in salary for attending Jury Duty. Upon being called for jury duty, the employee shall submit a copy of the summons to the Plant Superintendent. After serving Jury Duty, the employee shall submit an attendance certificate from the Court to the Plant Superintendent.

B. Employees shall turn over to the Authority the amount paid by the Court and receive their full pay. Employees shall suffer no loss for holiday pay, vacation pay, sick pay, personal pay or any other paid leave under this agreement if they have to attend Jury Duty. Employees shall suffer no loss in Seniority for attending to Jury Duty.

C. If the employee is released from Jury Duty prior to 1:00 p.m., he/she shall promptly return to work.

## **ARTICLE XXIX - FUNERAL LEAVE**

A. An employee shall be excused from work with pay for a period up to four [4] consecutive days when a death occurs in the immediate family.

B. Immediate family shall consist of spouse, children, grandchildren, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, or other family member(s) who may be residing with the employee at the time of death.

C. An employee shall be excused from work with pay for one [1] day per year to attend the funeral of a relative or friend.

D. The Plant Superintendent shall be notified when funeral leave is requested and he/she may, or may not, in his/her sole discretion, approve additional time for a relative not listed above.

**ARTICLE XXX - LONGEVITY**

A. Employees shall receive longevity payments beginning after three [3] years of continuous employment, then after five [5] years of continuous employment, then after ten [10] years of continuous employment, then after fifteen [15] years continuous employment, then after twenty [20] years continuous employment.

B. The base year for longevity payments shall be 1992.

C. Longevity will be payable on July 1<sup>st</sup> and December 1st.

D. Longevity payments shall be:

**YEARS SERVICE**

- 3 Years employment - \$200.00
- 5 Years employment - \$425.00
- 10 Years employment - \$475.00
- 15 Years employment - \$500.00
- 20 Years employment - \$550.00

**ARTICLE XXXI -EQUAL TREATMENT**

The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities.

For the purpose of this agreement, "he" shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

**ARTICLE XXXII -TERMINATION**

This Agreement shall be effective as of the first day of January, 2008, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2011. It shall be automatically renewed from year to year, thereafter unless either party shall notify the other in writing ninety (90) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date, and this Agreement shall remain in full force and effect during the period of negotiation and until notice of termination of this Agreement is provided to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized representatives on this 10 day of March, 2008.

Attest:

Nancy Elman  
Secretary

RIVERSIDE WATER RECLAMATION AUTHORITY

By: Richard D. Horton  
Chairperson

COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO LOCAL 1034

By: Carla A. Katz  
Carla A. Katz, President

By: Ruth L. Barrett  
Ruth L. Barrett  
International Representative

By: Florence McNamara  
Florence McNamara  
Staff Representative

By: Joseph Bader  
Joseph Bader  
Union Negotiator

By: Joseph D'Agostino  
Joseph D'Agostino  
Union Negotiator