

Contract no. 1433

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AGREEMENT

BETWEEN

LAMBERTVILLE SEWERAGE AUTHORITY

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

JULY 1, 1991 through JUNE 30, 1993

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ARTICLE I

PREAMBLE

THIS AGREEMENT between the Lambertville Sewerage Authority, located at P.O. Box 300, City of Lambertville, County of Hunterdon, State of New Jersey (hereinafter referred to as the "Authority") and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union") represents the complete and final understanding on all issues, which were or could have been bargained upon between the parties.

ARTICLE II

RECOGNITION

The Authority recognizes the Union as the exclusive bargaining representative for the purpose of collective negotiations for all permanent blue-collar, non-supervisory, full-time employees and regularly scheduled permanent part-time employees. Employees who are regularly scheduled to work at least forty (40) hours per week are considered full-time; employee(es) scheduled to work at least twenty-four (24) hours per week are considered part-time. Seasonal and/or casual employees shall not be members of the bargaining unit, irrespective of the number of hours of work.

ARTICLE III

MANAGEMENT RIGHTS

- A. Subject to the provisions of this Agreement, the Authority reserves to itself sole

jurisdiction and authority over matters of policy, and further, the Authority specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, the United States and any other relevant and applicable laws, to do at least the following:

1. To direct the employees of the Authority;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement;
3. To demote, discharge, or take any other disciplinary action for cause against employees covered by this Agreement;
4. To make work assignments, including overtime assignments;
5. To relieve employees from duties because of lack of work or any other legitimate reasons;
6. To maintain the efficiency of the Authority's operations that are entrusted to it;
7. To determine the methods, means and personnel by which such operations are to be conducted;
8. To take any other lawful action, with respect to its employees, permitted;
9. To subcontract any and/or all work being handled by members of the Union. The Authority shall notify the Union at least thirty (30) days prior to said subcontracting to meet and confer regarding such; and,
10. To make any other work related assignments as are required by the Executive Director or designee and/or the Authority Board.

B. In the exercise of the powers, rights, authority and/or responsibilities of the Authority the adoption of polices, rules, regulations and/or practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent to which the specific and express terms are in conformance with the Constitution and laws of the United States and the State of New Jersey. The Union will receive copies of any changes in rules or regulations prior to their implementation.

C. Nothing contained herein shall be construed to deny or restrict the Authority of its rights, responsibilities and authority under N.J.S.A. 40 or 40A or any other national, state, county or local laws or ordinances.

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that for the entire term of this Agreement either the Union or anyone acting on its behalf will not cause, authorize or support any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement. Any employee who participates in such action heretofore mentioned may be subject to discipline, including immediate discharge, which may

be appealable to the procedures set forth in Article V.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in the strike, work stoppage, slowdown, walk-out or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Authority and that the Union will publicly disavow such action and order all members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE V

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of the employee having the grievance to discuss the matter informally with any appropriate member of the Authority.

C. In regard to the Authority and the employees covered by this Agreement, the term

"grievance" as used herein shall mean:

- 1) a complaint or controversy arising over the interpretation or application of the terms and conditions of this Agreement; or,
- 2) a claimed violation, misinterpretation or misapplication of existing policies and/or orders applicable to the grievant which shall be limited to those matters affecting the terms and conditions or employment.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent:

Step 1:

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the Authority's Executive Director or designee for the purpose of resolving the matter informally. Failure to act within said (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Executive Director or designee shall answer the grievance in writing within five (5) calendar days of the receipt of the grievance which shall be given to him no later than fifteen (15) calendar days after the grievance has occurred.

Step 2:

If the Union wishes to appeal the decision of the Executive Director or designee, such appeal shall be presented to the Authority Board within seven (7) calendar days after the

Executive Director or designee's decision or the date by which the decision should have been rendered. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board shall schedule a meeting with the employee and the Union within ten (10) calendar days after the receipt of the written submission. The Board will respond in writing within ten (10) calendar days of said meeting.

Step 3:

If the Union wishes to appeal the decision of the Board in Step 2 and the grievance is related only to a complaint/controversy related to an interpretation or application of the terms and conditions of this Agreement, then either the Union or Authority shall have the right to submit the dispute to arbitration within twenty (20) calendar days of the decision of the Board to the New Jersey State Board of Mediation. The arbitrator selected, according to the rules and regulations of the Board, shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding, pursuant to law.

- a. The parties will direct the arbitrator to decide as a preliminary question whether or not he has the jurisdiction to hear and decide the matter in dispute.
- b. The arbitrator shall be bound by the provisions of this Agreement, the Constitution of the United States and laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or, subtract from the provisions of this Agreement.

- c. The arbitrator shall be limited to deciding one issue upon one set of facts. No multiple grievance arbitrations will be permitted.
- d. The costs of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Union and the Authority.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits set forth, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed herein, then the disposition of the grievance at the last step shall be deemed to be conclusive. If a decision is not rendered within the time limits specified for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing, in writing and signed by representatives of both parties, to expand or contract the time limits for processing the grievance at any step in the procedure.

ARTICLE VI

PROBATIONARY PERIOD

A. The first six (6) months of employment with the Authority for all new employees shall be considered a probationary period. The Authority retains the right to extend the probationary period for an additional three (3) calendar months, with notification to the Union prior to the expiration of the initial probationary period. During the aforementioned period(s),

the Authority may discharge such employee for any reason whatsoever. An employee who is discharged during his probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Authority shall have no responsibility for the re-employment of a newly engaged probationary employee if he is dismissed during his probationary period.

B. During a probationary period, the employee will not receive any benefits that would normally accrue to a full-time permanent employee of the Authority such as sick leave, vacation days and personal days. If the employee is hired on a permanent basis, all benefits will accrue to him retroactive to his original date of employment with the Authority.

C. During the probationary period, the new employee will be paid based on the following schedule:

1 - 2 months of employment	70% of classification rate
3 - 4 months of employment	80% of classification rate
5 - 6 months of employment	90% of classification rate
After 6 months	Full rate

D. Prior to the completion of the probationary period, the Authority Board or its designee may discuss with the employee his current status and, if applicable, prepare a memorandum concerning the employee's continuation of service.

ARTICLE VII

UNION BUSINESS

A. The Authority shall provide reasonable bulletin board space for the posting of

official Union notices. No notice shall be posted which contains material of a controversial or political nature or which may conflict with the rules and regulations of the Authority. The Union agrees that it will not engage in recruitment activities during business hours.

B. The Authority shall permit the Union one (1) hour of non-accumulated paid time per quarter for the conduct of membership meetings of the Union, so long as such membership meetings do not interfere with the normal work day. Such meetings shall be held after 3:00 P.M. and the Union will attempt to give the Executive Director at least seven (7) calendar days notice as to the scheduling of any such meeting.

C. The Authority, if it desires, reserves the first fifteen (15) minutes of the meeting above to discuss business pertinent to department business. The meeting shall take place at an Authority facility.

ARTICLE VIII

STEWARD

A. The Authority recognizes the right of the Union to designate one (1) Steward to enforce this Agreement. The Union shall furnish in writing to the Authority with the name of the Steward and notify the Authority of any change.

B. The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities;

1. The investigation and presentation of grievances in accordance with the provisions of the Agreement, so long as it does not interfere with the employee's normal working duties;

2. The transmission of such messages and information which shall originate with and authorized by the Union, so long as it does not interfere with the employee's normal working duties.

ARTICLE IX

PERSONNEL FILES

A. Upon request and with no more than one (1) calendar day prior to the time for inspection, an employee shall have the opportunity to review and examine his personnel file. The Authority has the right to have such review and examination in the present of a designated Authority official. The Authority recognizes and agrees to permit this review and examination at any reasonable time subject to above. Furthermore, said review shall be limited as follows:

1. The review shall take place between the hours of 8:00 A.M. and 2:00 P.M. on Monday through Thursday;
2. The employee's review of his file shall be limited to no more than one half (½) hour.

B. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file.

ARTICLE X

DISCRIMINATION

- A. Neither the Authority or the Union shall discriminate against any employee by

reason of race, creed, color, age, sex, religion, national origin, political affiliation or membership or non-membership in the Union.

B. When the words "he" or "his" is used in this Agreement, it shall refer to both sexes.

ARTICLE XI

SAFETY

A. The Authority will endeavor to do all that is reasonable necessary to maintain safe working conditions for employees during their working hours. However, anything contained herein to the contrary notwithstanding, the Authority does not hereby waive any legal defenses it may have.

B. The Authority will post a list of necessary safety equipment, tools and/or devices for all jobs maintained by the bargaining unit. Employees will be required to familiarize themselves with the necessary equipment, tools and/or devices and properly wear/use them during working hours. Failure to properly wear/use the required equipment, tools and/or devices shall result in disciplinary action.

ARTICLE XII

DISCIPLINE

A. The Authority shall not discipline any member of this bargaining unit without cause.

B. All disciplinary action taken by the Authority will be in one or more of the following formats:

1. Informal, private, or oral reprimand by the supervisor or Executive Director or designee's;
2. A written memorandum of censure by the Executive Director or designee with copies to the Authority Board and the employee and his personnel files;
3. Suspension from duty with or without pay not to exceed five (5) working days by action of the Executive Director or designee;
4. Suspension from duty without pay irrespective of time frame taken by action of the Authority Board or its designee;
5. Demotion by action of the Authority Board or its designee or fine as set forth below. Demotion shall include, but not be limited to, a change in job title and/or loss of pay. A fine may be imposed as a form of restitution, in lieu of a suspension, where the employee has agreed to a fine as a disciplinary option. Said fine may be paid in a lump sum or in installments, as determined by the Authority;
6. Dismissal from the Authority's employ by action of the Authority Board or its designee.

C. Nothing shall require the Authority to take disciplinary action in the order of appearance in this Article so long as the action taken is related to the severity of the offense

determined to have occurred.

D. All documents in any way connected with an employee's disciplinary history shall be placed in the employee's personnel file and may be viewed in accordance with the terms of this Agreement.

E. Newly hired probationary employees may be separated from their employment by action of the Authority Board or its designee at anytime without recourse from said employee.

F. An employee who is terminated shall not be entitled to payment for any unused benefit days.

G. The Union shall be given notification of disciplinary action within five (5) calendar days after implementation of the disciplinary action. Written notice to the Shop Steward and the President of CWA Local 1032 or designee shall constitute such notification.

ARTICLE XIII

HOLIDAYS

A. Employees covered by this Agreement shall be entitled to receive the following

paid holidays:	New Year's Day	Labor Day
	President's Day	Veterans Day
	Good Friday	Thanksgiving Day
	Memorial Day	Day after Thanksgiving
	Independence Day	Christmas Day

B. Holidays may not be carried over to the following calendar year.

C. Any employee who is required to work a holiday shall, under normal workload conditions, shall receive no less than four (4) hours of overtime pay, but no more than five

(5) hours of overtime pay at one and one-half (1½) times his current wage and this shall be in addition to his regular holiday pay, which is based upon an eight (8) hour day. Normal workload shall be defined as performing basic routine tasks (i.e. flow meter readings, pump station inspections, drawing sludge, grit removal, chlorine residuals, imhoff cone test, D.O., Ph. and temperature readings). When calculating holiday pay, the Authority shall monetarily compensate an employee only for that specific period of time actually worked beyond the four (4) hour minimum stated above.

D. The current rotational schedule for assigning holiday work shall remain in effect.

ARTICLE XIV

HOURS OF WORK AND OVERTIME

A. The regular work week for all permanent full-time employees hired on or before the signing of this Agreement shall be eight (8) hours a day, five (5) consecutive days per week (Monday through Friday) for a total of forty (40) hours per week, which includes a thirty (30) minute paid lunch period per day. The normal work day for these employees shall begin no earlier than 7:00 A.M. and end no later than 5:00 P.M.

B. The regular work for all permanent full-time employees hired after the signing of this Agreement shall be eight (8) hours a day, five (5) days per week for a total of forty (40) hours per week, which includes a thirty (30) minute paid lunch period per day. The normal work week shall be set by the Authority.

C. For payroll purposes, the work week begins on Saturday and ends on Friday.

Holidays and vacation days are counted as hours worked for payroll purposes when total hours are determined; however, occasional absence and personal days are not considered hours worked.

D. Employees shall be entitled to one (1) rest period/coffee break per day for no more than thirty (30) minutes in the morning. This break shall be counted as hours worked and the employee must not leave the Authority's premises. As for the meal period, employees must be completely relieved from duty for the purpose of eating regular meals. When the Authority determines that a task must be performed during the regular lunch period or rest period, the Authority shall require that the employees alternate their lunch periods and/or rest period in accordance with a schedule determined by the Executive Director or designee. The meal period shall last no longer than thirty (30) minutes. Only under unusual circumstances, as approved by the Executive Director or designee, may an employee forego a meal and/or rest period. The Executive Director or designee should schedule employee's meal and rest periods (coffee break) which are compatible with workload and adequate coverage.

E. 1. All hours worked in excess of eight (8) hours worked in a day or forty (40) hours worked in a week shall be paid at one and one-half (1½) times the employee's normal rate of pay.

2a. When an employee hired on or before the signing of this Agreement is required to work on the weekend (Saturdays and Sundays) under normal workload conditions those hours worked shall be between the hours of 6:00 A.M. and 1:00 P.M. Any employee in this group shall receive a minimum of four (4) hours of overtime pay, but no more than five (5)

hours of overtime pay at one and one-half (1½) times his current wage. When calculating weekend pay, the Authority shall monetarily compensate an employee for only that exact time actually worked beyond the four (4) hours minimum set forth above. Normal workload is defined as performing the basis routine tasks (for example flow meter readings, pump station inspections, drawing sludge, grit removal, chlorine residuals, imhoff cone test, D.O., Ph. and temperature readings). In the event an emergency arises during an employee's weekend duty which qualifies for overtime under Section E(1), the employee shall be compensated at the overtime rate for time worked in addition to the monies set forth herein for performing the normal workload.

2b. All employees hired after the signing of this Agreement who are required to work on the weekend shall work those hours as assigned by the Authority Board or designee pursuant to Section B of this Article and shall only be eligible for overtime pay pursuant to Section E(1) above.

F. If an employee is recalled to duty and the hours of the recall are not contiguous to the employee's normal work schedule, the employee shall receive a minimum of two (2) hours pay at the employee's overtime rate. If the recall is contiguous, the employee shall receive the straight time or overtime pay rate as worked. The Authority reserves the right to require the employee to work the full two (2) hours.

G. Full-time employees shall be offered overtime work prior to other employees in the bargaining unit. The current rotational schedule for weekend work shall remain in place with in the parameters of Sections E1, E2a and E2b set forth above.

2. If employed after June 30 0 work days

All employees are eligible for vacation in the second calendar year and after as follows:

1. One (1) year through the completion of five (5) years of service 10 work days
2. From the sixth (6th) year of service through the completion of the tenth (10th) year of service 15 work days
3. From the eleventh (11th) year of service through the completion of the nineteenth (19th) year of service 20 work days
4. From the twenty-fifth (25th) year of service and thereafter 25 work days

Part-time employees will receive a pro-rata share of vacation leave. An increase in vacation eligibility is considered earned in the calendar year in which the anniversary occurs.

B. The vacation schedule shall be posted by the Authority on January 2nd of each year on the Authority's bulletin board and shall remain posted until January 15th for employees to select their vacations for the period of January 1 through June 30. The Authority will repost the vacation schedule on July 1 of each year and such shall remain posted until December 31st for employees to select their vacations for the period of July 1 through December 31. In preparing the vacation schedule, the Authority will endeavor to assign vacations on the basis of the seniority of its employees. The Executive Director or designee shall, in any event, have the right to schedule vacation(s) so as to obtain the manpower necessary to maintain adequate coverage during the vacation period. An employee shall have his vacation determined at the

discretion of the Executive Director.

C. An employee, with prior approval of the Executive Director or his designee, may charge a single day or two (2) days against his vacation time, but no more than five (5) vacation days shall be used in the current year and shall not accumulate without the prior approval of the Authority Board and further subject to any special provisions that the Board, in its sole discretion, determines to be in the best interests of the Authority.

D. All vacations shall start on Monday and end of Friday, except as noted above. Only one employee shall be permitted to take a day off (excluding unexcused absences/sick leave) at one time. This is in consideration of the limited manpower to handle the workload properly and safely.

E. All vacations must be taken at a time convenient to the Authority or designee to insure effective staffing requirements. The selection of vacation period shall be on the basis of seniority with each person choosing two (2) weeks in turn until all employees have chosen within the parameters of Section B above. Any additional vacation due an employee may then again be chosen on the basis of seniority. Employees with four (4) or more weeks vacation must take at least one (1) week prior to May 1 of each year or after September 30 or both.

F. Should the employee's vacation time include a paid holiday, the employee will be permitted to take an additional day at a mutually convenient time approved by the Executive Director or designee.

G. Employees shall be required to make advance arrangements with their co-workers, and advise the Executive Director of such, to cover the employees' weekend and/or holiday

hours when requesting time off, when the schedule requires that the employee work on the weekend and/or holiday during, and/or immediately before, and/or after the requested vacation time. Should any employee be unable to make arrangements with the employees' co-workers to cover the weekend and/or holiday, the employee shall be required to work the weekend and/or holiday in question.

H. An employee who is unable to take vacation because of an absence caused by disability or workers' compensation may be permitted to carryover vacation into the next calendar year. Said vacation must be taken, if carried over, in the following year.

I. Only employees who retire with at least twenty (20) years of service with the Authority or who die while actively employed with the Authority shall be entitled to receive vacation pay for earned vacation time not taken in the year of retirement or death.

ARTICLE XVII

HEALTH BENEFITS

A. The Authority shall provide medical insurance in accordance with the New Jersey State Health Benefits Program (Program) to all employees who are employed with the Authority pursuant to plan requirements. The Authority has the right to change insurance carriers at any time during the term of this Agreement so long as substantially similar benefits are provided.

B. All full-time permanent employees are covered by the New Jersey State Health Benefits Program (New Jersey Blue Cross and Blue Shield), effective after two (2) months of employment. The Program includes basic and extended hospital and medical-surgical benefits, as

well as reimbursement for major medical expenses. The Authority shall also provide coverage for the employee's spouse and dependents as defined below.

C. Dependents are defined as the employee's lawful spouse and unmarried children to the age of twenty-three (23) (coverage normally ends on the December 31 of the year the child turns age twenty-three (23) who live with the employee in a regular parent-child relationship. Children shall include step-children, adopted children and/or foster children provided that such children are dependent upon the employee for support and maintenance.

D. If an employee retiring between the ages of 62 and 65 and with a minimum of fifteen (15) years employment by the Authority chooses to continue coverage with the New Jersey State Health Benefit Program under the "conversion" plan, the Authority will reimburse the retired employee, to age 65, for the retired employee's health insurance coverage cost. This reimbursement will be for the retired employee's coverage cost only, not for the costs of dependant coverage. The retired employee will be reimbursed on a quarter-year basis, concurrent with the State deduction of health benefits coverage cost from the retired employee's pension payments.

E. A complete physical examination, with the cost to be provided by the Authority, shall be given to each employee at least every two (2) years, if not more, if requested by the Authority with a copy provided to the employee. The Authority will work with designated physician(s) to establish the guidelines for said examination.

F. Effective July 15th of each calendar year of this Agreement, upon presentation of dental or eye examination bills, the Authority will reimburse the employee up to \$50.00 per

year for said bills. The bills must be submitted to the Authority no later than twenty (20) days prior to the July Authority meeting in order to be eligible for reimbursement.

ARTICLE XVIII

OCCASIONAL ABSENCE

A. An occasional absence is defined as an absence of an individual day or two. In determining the legitimacy of an absence, the Executive Director or designee will generally approve an absence for personal or family illness, or special situations.

B. All permanent full-time employees who have completed six (6) months of service are eligible for occasional absence/sick day. Salary is not paid for any absence incurred during the first six (6) months of service. Thereafter, compensation for an occasional absence/sick day is at the discretion of the Executive Director, depending on the reason for the absence and the number of total absences. A permanent full-time employee who exceeds six (6) days of occasional absences/sick days during a calendar year may be placed on no-pay status. Exceptions due to performance, service, and prior attendance will be taken into consideration. Excessive absences may result in disciplinary action, up to and including termination.

C. The Authority reserves the right to require an employee to provide medical documentation to substantiate an absence from post or duty at anytime if conditions warrant. The Authority also reserves the right to send an employee to a physician of its choosing to examine or report on the condition of the patient to the Executive Director or designee; the Authority shall pay for said visit(s). If the suspected period of illness or disability of the

employee is for an extended period of time, the Executive Director or designee will require updates on the condition of the patient, at least weekly, from the employee's attending physician and//or the Authority's designated physician.

D. No employee shall be allowed to work and endanger the health and well-being of other employees. The Executive Director may direct the employee to the Authority designated physician for an opinion as to the eligibility of the employee(s)' fitness for work, at the expense of the Authority.

E. Occasional absence with pay shall not be allowed under the following conditions:

1. When, in the opinion of the Authority's designated physician, the disability or illness is not of a sufficient severity to justify the employee's absence from duty subject to the provision of Paragraph "F" of this Agreement;
2. When an employee does not report to the Authority's physician after being requested to do so.

F. The recommendations of the Authority's designated physician, as well as those of the attending physician, as to the justification for the absence from duty on account of disability or of the fitness of the employee to return to duty, shall be considered by the Executive Director in determining whether or not to reinstate the employee in question. The Executive Director reserves the right in such cases where there is a difference of professional opinion between the Authority's physician and the employee's personal physician to require the employee to submit to an examination by a third doctor, at the expense of the Authority.

G. In charging the employee with an occasional absence, the smallest unit to be

considered is one-half (½) of a work day.

H. If the employee is absent from work for reasons that entitle him to an occasional absence, the Executive Director or his designee shall be notified as early as possible, but no later than one-half (½) hour prior to the start of the scheduled work shift from which the employee is absent. Failure to so notify the Executive Director or his designee may be cause for denial of occasional absence pay for that absence. An employee who is absent for two (2) consecutive days or more and does not notify the Executive Director or designee of either of the first two (2) days shall be subject to disciplinary action.

I. An employee who is absent for a period of five (5) consecutive working days and does not notify the Executive Director or his designee shall be determined to have abandoned his position and shall be considered terminated.

J. Extended Sick Leave

1. If an employee with seven (7) years or more continuous service with the Authority shall be required to continue his absence, as defined in Section A of this Article, and the Authority designated physician's prognosis is that the employee will return to his regular duties within the time period granted, his sick leave may be extended by a decision of the Authority Board not to exceed three (3) months.

2. An employee while on extended sick leave, in accordance with this section, may be paid at the rate of pay he received at the time of his illness or injury. Employees under extended sick leave shall not be eligible for any

wage increase, personal day payment or vacation accrual which occurs during the period of extended sick/injury leave.

K. Payments which an employee received under the provisions of Workers Compensation or Temporary Disability laws shall either be remitted to the Authority or used as an offset to full salary payments. No employee while receiving such payments shall receive more than the full salary he would have received at the time of his injury/illness.

L. Employees, when sick, shall be responsible for notifying the Authority as to their place of confinement or any subsequent change in their place of confinement. If an employee is unable to report such confinement or change of confinement, a relative or other responsible person shall advise the Authority as to their place of confinement or any subsequent change in their place of confinement.

M. Abuse of occasional absence shall be cause for disciplinary action.

N. An employee under this Article shall not engage in any other employment activity, either with the Authority or with another employer while on sick leave/occasional absence or injury leave. Any employee who is found to be engaged in employment with any other employer will be subject to suspension of sick benefits and immediate termination.

ARTICLE XIX

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of funeral, whichever the employee chooses, but in no event shall said leave exceed four (4) consecutive calendar days. The employee may extend the leave to a total maximum of ten (10) consecutive working days, as approved by the Executive Director. Said extension must consist of the use of personal and/or vacation leave.

B. The immediate family shall be defined to include spouse, children, grandchildren, parent, sibling, in-laws of the employee and, subject to the approval of the Executive Director, any dependents of the employee actually residing in the employee's residence at the time of death.

C. Verification of the event may be required by the Authority. Bereavement leave shall not be in addition to any holiday, vacation or other paid leave.

D. An employee may make a request to the Executive Director or designee for time off to attend a funeral separate and distinct from that set out under this Article. Such requests, if granted by the Executive Director or designee, shall be charged to the employee as an unpaid day, or at the employee's choice, charged against personal, sick or vacation leave.

ARTICLE XX

LEAVE OF ABSENCE

A. Military Leave

1. Permanent employees who are called to active duty with the military or naval service in war time emergency shall be granted a leave of absence for a period of such service and one (1) week thereafter. In case of service connected illness or wound which prevents the employee from returning to his employment, such leave may be extended until thirty-one (31) days after recovery, but not beyond the expiration of one (1) year after the employee's date of discharge.

2. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-renters the military service or who accepts a regular commission shall be considered as having abandoned his employment and therefore resigned.

3. An employee on probationary status who enters upon active duty with the armed forces or who enlists in a reserve component of the armed forces of the United States, or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned his position.

4. A permanent full-time employee who is a member of the National Guard or naval militia or a reserve component of any of the armed forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay less the pay provided by the Armed Forces of the United States or the

States of New Jersey or Pennsylvania, where applicable for such period as provided by law. The Authority further agrees to allow the necessary time for any employee in the reserves to perform the duties required when called without impairment of said employee's seniority rights.

B. Jury Duty

1. An employee who is called for jury duty shall be paid eight (8) hours straight time for scheduled working time lost, less juror's pay.
2. When an employee receives notice of jury duty, he shall immediately advise the Executive Director or his designee, who in turn shall notify the appropriate personnel so that the required deduction of juror's pay can be made from regular pay.
3. Any employee called for jury duty shall be required to return to work when not actively serving on a jury or when released prior to noon time.

C. An employee failing to return at the end of any leave in this Article will be considered to have resigned as of the last day of work prior to the granting of the leave. No leave shall be extended unless such extension request is made in writing, supported by proper documentation, and approved by the Authority's Board.

D. Personal Leave

1. All permanent full-time employees who are employed are entitled to no more than three (3) personal days in a calendar year once they have completed their probationary period. Unused personal days may not be carried over to the next calendar year.

2. Application for personal days must be in writing and must contain the reasons for such leave and be submitted to the Executive Director or designee at least forty-eight (48) hours in advance. However, if an emergency should arise in which the necessity for a personal day occurs with less than forty-eight (48) hours available notice, the Executive Director may grant such request so long as such request does not interfere with the normal and efficient operation of the Authority.

ARTICLE XXI

RECORDKEEPING

A. All employees are required to complete a time card when they arrive for work, when they begin and return from a meal period and when they complete work at the end of the day. The recording on the time card must be completed in pen or through the use of a time clock. Time cards must be signed by both the employee, supervisor, if applicable, and Executive Director and include the total number of hours actually worked each week. The employee's signature certifies that the "actual hours worked as shown are correct" and the other signatures indicate that the hours worked have been verified. If the employee(s) are required to punch a time clock, the employee and only the employee must punch the time clock in accordance with the requirements of this Article.

B. All incident of absence or tardiness must be explained on the time card in the space provided for this purpose. A time card will not be accepted as complete unless it accounts

for all scheduled working days.

ARTICLE XXII

PERFORMANCE APPRAISAL

The Authority shall continue to evaluate an employee's performance pursuant to conditions established by the Authority, at least on a yearly basis, in writing on a form generated by the Authority. Said evaluation shall be used in such instances as wage increases, discipline and promotions. If the employee refuses to sign the appraisal, the Authority shall acknowledge on the appraisal that the employee refused to sign. If an employee is unhappy with the merit increase received pursuant to the appraisal and its results, the employee may arbitrate the increase under the provisions of Article V. However, the employee, while arbitrating the decision of the Board, can only arbitrate the difference between the merit increase received by the aggrieved employee and the maximum merit increase available to any unit employee (which under this contract is a maximum of 2% increase).

ARTICLE XXIII

SENIORITY, LAYOFF AND RECALL

A. The Authority shall establish and maintain a seniority list which contains the names and dates of employment of its covered employees with the employee with the longest length of continuous and uninterrupted service to be placed on top of said seniority list. The names of all employees with shorter continuous service shall follow the name of such senior

employee, in order, until the name of the employee with the shortest length of continuous service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Authority. A newly hired full-time employee shall be considered without seniority until becoming permanent, following the successful completion of the probationary period, as defined in Article VI.

B. Seniority will be given preference, if qualifications are equal, in any transfer, layoff or recall.

C. In the event of a reduction in the number of persons in a job classification or the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay; and, secondly into a classification carrying a lesser rate of pay. However, no employee may bump into another classification of pay unless the employee is qualified to perform the duties of the position in question.

D. Notice of any impending layoff shall be served upon affected employee(s) and the Union no later than twenty-one (21) calendar days prior to such layoff becoming effective.

E. An employee's seniority shall cease under the following conditions:

1. Resignation or termination of the employee's employment for cause;
2. Failure of the employee to report to work no later than regular shift beginning on the seventh (7th) calendar day following the date of the receipt accompanying the notice mailed by certified mail to the employee's last known address as contained in the Authority's file; and/or,
3. Layoff of the employee more than twelve (12) consecutive months.

ARTICLE XXIV

AGENCY SHOP AND DUES CHECK OFF

I. Agency Shop

A. Representation Fee

The Authority agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Borough.

B. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership fees, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms

and conditions of employment in addition to those which are secured through collective negotiations with the Authority.

C. Challenging Assessment Procedure

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as set forth in N.J.S.A. 34:13A-5.6.
2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Authority pending final resolution of the challenge.

D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

E. Payment of Fee

The Authority shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term for this Agreement.

F. Union Responsibility

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

G. The Union shall indemnify, defend and save the Authority harmless against any and all 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 fair share information furnished by the Union or its representatives.

H. Dues Check Off

1. Payroll deduction for dues to the Union from members who are employees of the Authority covered by this Agreement shall be made by the Authority upon the submission to the Authority by the Union of notification form said employee authorizing the deduction of dues from their pay. The appropriate Authority official shall forward said dues deductions to the Union at regular intervals. Employees shall have the authority to withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Authority. The filing

of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

2. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

- I. Dues and/or agency shop fees shall be remitted by the Authority to:

Local Treasurer, CWA Local 1032
900 Brunswick Avenue
Trenton, New Jersey 08638

ARTICLE XXV

SUBSTANCE ABUSE POLICY

The parties agree to attempt to establish language/provisions for such a policy within one hundred twenty (120) calendar days after signing of this Agreement.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of the Agreement to an employee is held contrary to the law, then such provision or application of such shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XXVI

FULLY BARGAINED PROVISION

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

ARTICLE XXVII

DURATION

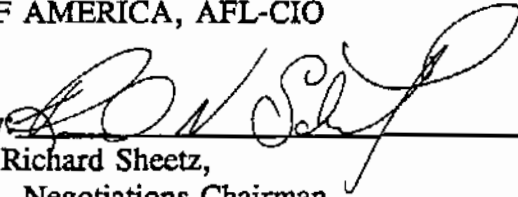
The term of this Agreement shall be from July 1, 1991 to June 30, 1993. This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, no sooner than one hundred twenty (120) calendar days prior

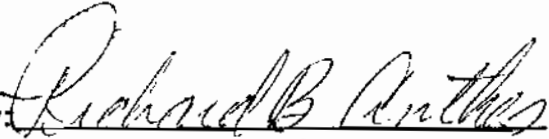
to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

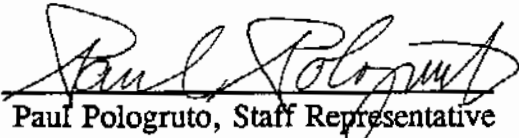
IN WITNESS WHEREOF, the parties have by their duly-authorized representatives set their hand and seals on this day of 199 .

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

LAMBERTVILLE SEWERAGE AUTHORITY

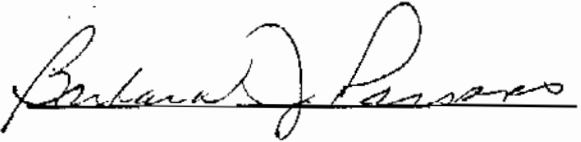
By: 
Richard Sheetz,
Negotiations Chairman

By: 
Richard Anthes, Chairman


Paul Pologruto, Staff Representative
CWA Local 1032

ATTEST:


CWA National Representative



ATTEST:
