

AGREEMENT
between
THE OCEAN COUNTY UTILITIES AUTHORITY
and
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 32, AFL-CIO

January 1, 2001 through December 31, 2003

TABLE OF CONTENTS

	<u>Article</u>	<u>Page #</u>
PREAMBLE	--	--
AGENCY FEE	5	12
BEREAVEMENT PAY	18	35
CALL-IN PAY	30	54
CODE OF CONDUCT	24	45
DRESS CODE	27	50
DUES CHECK-OFF	4	10
EDUCATION AND TRAINING	31	55
EFFECT OF LEGISLATION - SEPARABILITY	9	22
FULLY BARGAINED PROVISIONS	7	20
GRIEVANCE PROCEDURE	6	15
HOLIDAYS	19	36
HOURS OF WORK AND OVERTIME	26	48
INJURY ON OTHER EMPLOYMENT	20	38
JOB POSTING	15	31
JURY DUTY	14	29
LEAVE OF ABSENCE	11	24
MANAGEMENT RIGHTS	2	5
MEAL ALLOWANCE	28	52
MEDICAL COVERAGE	33	58
MILEAGE	34	60
MILITARY LEAVE	32	57
NO-STRIKE PLEDGE	3	8
NONDISCRIMINATION	8	21
PERFORMANCE EVALUATION	37	63
PERSONAL LEAVE	23	44
POLITICAL ACTIVITY	25	47
PROBATIONARY PERIOD	10	23
PRODUCTIVITY	35	61
RECOGNITION	1	1
RECOGNITION	1A	3
RESIGNATION, RETIREMENT, SEVERANCE	39	66
SAFETY COMMITTEE	17	34
SALARY INCREASES	38	64
SENIORITY	16	32
SHIFT DIFFERENTIAL	29	53
SICK LEAVE	22	42
TERM AND RENEWAL	40	68
UNION BUSINESS	13	27
UNION VISITATION RIGHTS	12	26
VACATIONS	21	39
WORK PERFORMANCE	36	62
GENERAL AGREEMENT		69

PREAMBLE

- A. This Agreement made this twenty-sixth day of April 2001, by and between the OCEAN COUNTY UTILITIES AUTHORITY, in the County of Ocean, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority"), and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 32, AFL-CIO (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Authority and the Union.

- B. The purpose of this Agreement is to set forth herein all negotiable terms and conditions of employment.

- C. References to any one gender shall mean reference to both genders, throughout this Agreement.

ARTICLE I
RECOGNITION

- A. The Authority recognizes the Union as the exclusive representative, as certified on May 25, 1990 by the New Jersey Public Employment Relations Commission (Docket No. RO-90-144) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time and regular part-time (who work at least twenty (20) hours per week) white collar employees, including white collar craft employees employed by the Authority, but excluding all blue collar employees, confidential employees, managerial executives, police, secondary and primary supervisors within the meaning of the Act, professional employees and all other employees of the Authority.
- B. The following are included in the unit:
- Administrative Services Supervisor
 - Assistant Bookkeeper
 - Bookkeeper
 - Chief Inspector
 - Contract Office Assistant
 - Engineering Technician
 - Engineering Technician/CAD Operator
 - Grants/Capital Budget Coordinator
 - Industrial Discharge Coordinator
 - Inspector
 - Instrumentation Laboratory Technician
 - Metering Instrument Specialist
 - Paymaster
 - Power Generation Technician
 - Preventive Maintenance Planner
 - Procurement Specialist
 - Purchasing Agent

Receptionist/Office Assistant
Regulatory Compliance Assistant
Sales and Marketing Coordinator
Secretary
Senior Inspector
TV Systems Equipment Operator

This is the full and complete listing of all positions which are currently represented by the OPEIU (Union) in this group.

ARTICLE 1A
RECOGNITION

- A. The Authority recognizes the Union as the exclusive representative, as certified on May 25, 1990 by the New Jersey Public Employment Relations Commission (Docket No. RO-90-152) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time and regular part-time (who work at least twenty (20) hours per week) primary level supervisors, including primary level supervisory craft and professional employees employed by the Authority, but excluding non-supervisory employees, secondary level supervisors, blue collar employees, confidential employees, quality control officer, police, managerial executives and supervisors within the meaning of the Act, and all other employees of the Authority.
- B. The following are included in the unit:
- Assistant Buildings and Groundskeeper
 - Bookkeeping Supervisor
 - Building and Grounds Superintendent
 - Chief Electrician
 - Instrumentation Maintenance Superintendent
 - Laboratory Manager
 - Laboratory Supervisor
 - Lines Maintenance Superintendent
 - Lines Maintenance Supervisor
 - Metering/Sulfide Crew Chief
 - Plant Electrician
 - Plant Mechanic
 - Pump Station Foreman
 - Shift Supervisor
 - Sludge Handling Foreman
 - Stores Supervisor

Stores/Inventory Foreman

TV Systems Supervisor

Vehicle Maintenance Superintendent

This is the full and complete listing of all employees who are currently represented by the OPEIU (Union) in this group.

ARTICLE 2
MANAGEMENT RIGHTS

- A. The Authority hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:
1. All management functions and responsibilities which the Authority has not expressly modified or restricted by specific provision of this Agreement.
 2. The right to establish and administer policies and procedures related to personnel matters, Authority control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Authority.
 3. To reprimand, suspend, discharge or otherwise discipline employees.
 4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work.
 5. To determine the number of employees and the duties to be performed.
 6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service.

7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Authority.
 8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Authority, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
 9. To subcontract for any existing or future services as determined necessary by the Authority.
 10. To make or change Authority rules, regulations, policies, and practices consistent with the specific terms and provisions of this Agreement.
 11. And otherwise to generally manage the affairs of the Authority, attain and maintain full operating efficiency and productivity and to direct the work force.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority shall only be limited by the express language of this agreement.
- C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Authority on behalf of the taxpayers and that the Authority cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Authority or any of its authorized managerial executives or supervisory personnel.

- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Authority not specifically prohibited by this agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

ARTICLE 3
NO STRIKE PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Authority's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.

- B. The Union covenants and agrees that during the term of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position or stoppage of work or abstinence 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 job action against the Authority.

- C. The Union agrees that it will do everything in its power to actively discourage any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to publicly disavowing such action, and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The Union agrees that it will undertake any necessary actions at its own expense to terminate any of the above activities on the part of its members of the bargaining unit.

- D. Any activity enumerated above on the part of a Union member or member of this bargaining unit will be deemed as appropriate grounds for the termination of employment from the Authority.

- E. 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 an injunction or damages, or both, in the event of such breach by the Union or any of its members.

- F. In the event of activity aforementioned, the Authority shall cease making deductions under the “dues deductions” clause herein.

- G. The Authority agrees that it shall not lock out any employee covered under this Agreement.

ARTICLE 4
DUES CHECK-OFF

- A. The Authority agrees to deduct from the salaries of its employees covered by this Agreement, dues which said employees individually and voluntarily authorize the Authority to deduct. All such deductions will be made in compliance with applicable law.

- B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Authority written notice ninety (90) days prior to the effective date of such change.

- C. The Union will provide the necessary “check-off authorization” form and will secure the signatures of its members on the forms and deliver the signed forms to the Authority. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Authority in reliance upon the salary deduction authorization forms submitted by the Union to the Authority. It is specifically agreed that the Authority assumes no obligation, financial or otherwise, arising out of the provisions of this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

- D. Payroll deductions of Union dues under the properly executed authorization for payroll deduction of Union dues form, shall become effective on the month following the time the form is signed by the employee, and shall be deducted and paid to the Union at least once each month.

- E. The Authority shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) leave of absence, or (e)

revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Authority will resume the obligation of making said deductions in accordance with Paragraph D hereof.

- F. The Authority shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

ARTICLE 5
AGENCY FEE

- A. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.
- B. Prior to the beginning of each calendar year, the Union will notify the Authority in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that calendar year. The representation fee to be paid by non-members will be equal to 85% of that amount. 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 the salary deduction of those on the agency fee list for these representation fees. It is specifically agreed that the Authority assumes no obligation, financial or otherwise, arising out of the provisions of this article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.
- C. 1. Once during each calendar year covered in whole or in part by this Agreement, the Union will submit to the Authority a list of those employees who have not become members of the Union for the then current membership year. The Authority will deduct from the salaries of such employees, in accordance with Paragraph C. 2., below, the full amount of the representation fee, and will transmit the amount so deducted to the Union.

2. The Authority will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. Within thirty (30) days after receipt of the aforesaid list by the Authority; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority in a non-bargaining unit position, or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
4. The Union will notify the Authority in writing of any changes in the list provided for in Paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Authority received said notice.
5. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:14-5 (c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority shall immediately cease making said deductions.

6. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority prior to the institution of this Article.
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- D. The Authority shall be relieved from making such representation fee deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) leave of absence, or (e) revocation of the Union's agency fee list in accordance with its terms or with applicable law. Notwithstanding the foregoing upon the return of an employee to work from any of the foregoing enumerated absences, the Authority will resume the obligation of making said deductions in accordance with Paragraph C. 2.
 - E. The Authority shall not be obligated to make Agency Fee deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the deduction.

ARTICLE 6
GRIEVANCE PROCEDURE

A. **DEFINITION**

The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of the expressed terms of this Agreement, or policies or administrative decisions which affect terms and conditions of employment, and may be raised by an individual unit employee, a group of unit employees, or the Union on behalf of an individual unit employee or a group of individual unit employees.

B. **PURPOSE**

The purpose of this grievance procedure is to secure a solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his/her grievance in any forum thereafter. However, time limits specified may be extended in writing by mutual agreement. This grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term.

C. **PROCEDURE**

STEP ONE

The aggrieved shall institute action in writing, under the provisions hereof, within seven (7) working 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 his/her next immediate superior who is not in any O.P.E.I.U. bargaining unit, for the purposes of resolving the matter informally. Failure to act within seven (7) working days shall be

deemed to constitute an abandonment of the grievance. The immediate superior shall render a decision, in writing, within seven (7) working days after receipt of the grievance. The written grievance must identify the grievant by name(s) and be signed by him/her (them) and the Union. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all employer representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the employer and shall constitute an abandonment of the grievance. The matters identified in the written grievance shall not be expanded upon subsequent to its filing.

STEP TWO

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above, the grievance may be filed in writing with the Division Director or his/her designee, if appropriate within seven (7) calendar days. The Division Director, or his/her designee, shall have seven (7) calendar days to respond to the grievance. If it is not appropriate to file at this level with the Division Director, the grievance should be filed in accordance with Step Three instead.

STEP THREE

In the event that the grievance is not resolved to the satisfaction of the Union at Step Two above, the grievance may be filed in writing with the Director, Human Resources, or the Authority's designee, within seven (7) calendar days. The Director, Human Resources, or the Authority's designee, shall have seven (7) calendar days to respond to the grievance.

STEP FOUR

If the grievance is not resolved to the satisfaction of the Union at Step Three, the Union shall, within seven (7) calendar days after the response from the Director, Human Resources or the Authority's designee, submit the grievance to the Executive Director of the Authority, or his/her designee. The Executive Director, or his/her designee, shall hold a hearing on such grievance within fourteen (14) calendar days after submission, and shall have fourteen (14) calendar days thereafter to render his/her decision.

STEP FIVE (A)

With respect only to those grievances not involving the expressed terms of this Agreement, and in lieu of Step Five (B), if the grievance is not resolved to the satisfaction of the Union at Step Four above, the Union shall within fourteen (14) calendar days after the response from the Executive Director, or his/her designee, submit the grievance to the Authority's Commissioners. The Authority's Commissioners may hold a hearing on such grievance within thirty (30) days and shall render a decision within fourteen (14) calendar days from the close of the hearing. If more time is needed, the Union shall be notified. The decision of the Authority's Commissioners shall be final and binding upon the parties.

STEP FIVE (B)

1. With respect only to those grievances involving the expressed terms of this Agreement, and in lieu of Step Five (A), and in the event the grievance is not resolved to the Union's satisfaction at Step Four, or in the event the Executive Director has not served a timely written response at Step Four, then within fourteen (14) calendar days after the response date set forth in Step Four, the Union may notify the Executive Director in writing of the Union's

intention to submit the grievance to binding arbitration, and shall request the Executive Director to join in the request for arbitration.

2. Within seven (7) calendar days after receipt of the Union's notice and request as aforesaid, the Executive Director shall reserve upon the Union written determination respecting such request. The Executive Director shall join in the submission to arbitration if he/she determines that the grievance: relates solely to a controversy involving the expressed terms of this Agreement; was timely filed and timely processed through the applicable internal steps of this grievance procedure; relates solely to subject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by way of remedy does not seek a result inconsistent with statute, administrative regulation or decisional law, inconsistent with the Authority's management prerogatives set forth generally and specifically in the Management Rights Article of this agreement, or which would significantly interfere with such management prerogatives.
3. In the event the Executive Director determines to join the submission to binding arbitration, or in the event the Executive Director has not served a timely written determination, then within seven (7) calendar days after the determination date set forth in Paragraph 2 above, the Union may invoke binding arbitration by submitting a written request therefore to the New Jersey State Board of Mediation, with a copy of such request to the Executive Director. Thereafter, binding arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the New Jersey State Board of Mediation, except as they may be expressly altered or modified herein.

4. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his/her award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, and shall be expressly bound by the considerations set forth in Paragraph 2, notwithstanding any positions expressed thereon by the Executive Director, or his/her failure to respond with respect thereto.
5. Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his/her request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the appropriate Division Director, or his/her designee, in writing by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority.
6. Costs of the arbitrator shall be split between the parties.
7. Additional costs incurred shall be borne by the party incurring same.

ARTICLE 7

FULLY BARGAINED PROVISIONS

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. 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. There shall be no new negotiations on any such matters during the term of this Agreement.

- B. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement.

- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 8
NONDISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination.

ARTICLE 9
EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, within thirty (30) days of discovery, the Authority and Union shall meet to negotiate new contract language to replace the particular clause(s) which was (were) invalidated by Federal or State legislation. If no action is taken within thirty (30) days, such law or regulation, so long as same is in force and effect, will supersede the existing provision(s). All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 10
PROBATIONARY PERIOD

- A. During the first one hundred eighty (180) days of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his/her employment within that time without challenge, by either the employee or the Union, and without resort to any grievance procedures or any other hearing procedure.
- B. The Authority retains the sole right to establish a hiring rate.
- C. During the probationary period, the new employee will not accumulate or be able to use the following:
- | | |
|-------------------|-------------------------|
| 1. Sick Time | 4. Medical Bank |
| 2. Vacation Leave | 5. Promotions/Transfers |
| 3. Personal Time | 6. Floating Holiday |
- After a successful completion of the probation, the employee will begin to accumulate and be able to use the above benefits as set forth by contract and/or Authority policy.
- D. State benefits are not affected by this Article.
- E. Seniority will begin on date of hire.

ARTICLE 11
LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Authority.
- B. At the discretion of the Division Director and with the approval of the Executive Director and the Authority's Commissioners, any employee may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay, except military leave, does not accrue annual leave, sick leave benefits, or any other benefits, with the exception of membership in the health benefits plan, which shall continue, and membership in the retirement system, which may be continued by forwarding a copy of the Authority's Resolution authorizing the leave of absence. However, no payments will be made by the Authority to the pension system during this leave of absence. The Authority will make available to an employee on leave necessary information to continue health coverage on his/her own. In the event that an employee is eligible for Federal Family Leave, health insurance coverage will continue, at the expense of the Authority, for the period of time that the employee is covered under the Federal and Family Medical Leave Act of 1993.
- D. A leave of absence shall not exceed three (3) months in length, after which it may be reconsidered, and any requested extension shall either be granted or denied. In the case of leave for disability purposes, the original leave shall not exceed six (6) months. During such periods of disability leave, the Authority shall have the right to replace the employee on leave with a temporary employee for the duration of the leave.
- E. Employees are required to notify the Authority of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.

- F. The Authority shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave.

- G. An employee on authorized leave of absence shall retain seniority for “length of services” purposes.

ARTICLE 12
UNION VISITATION RIGHTS

An officer or duly accredited representative of the Union may be permitted to visit the premises only after prior authorization from the Executive Director or his/her designee. Such visitation shall not interfere with the conduct of the Employer's business or with the duties of any of its employees.

ARTICLE 13
UNION BUSINESS

- A. The Employer's sole responsibility in the administration of all Union matters shall be with the Shop Steward. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Steward shall be the designated representative of the Union for such matters which take place at the work place.

- B. Grievances are to be discussed by Shop Stewards on their own time only. In accordance with Paragraphs C and D below, however, the Shop Steward shall be given an opportunity to engage in the adjustment of the grievances as provided for under the Grievance Procedure herein with the Employer's representatives, in those instances where the Authority deems it necessary that such discussions be held during the work day.

- C. The Shop Steward shall not leave his/her job without the permission of his/her Supervisor, and shall not contact another employee on Union business without prior permission of that employee's Supervisor and his/her own.

- D. Under no conditions shall the Shop Steward interfere with the performance of the work of others.

- E. The Authority shall supply and maintain an enclosed bulletin board specifically marked for Union notices, upon which the Union may post notices of Union meetings and activities. Only official notices may be posted which must be signed by a Union Official or Shop Steward.

- F. The Authority reserves the right to remove other postings or matters which it considers inflammatory or in poor taste.

- G. A total of twelve (12) aggregate days off from work for each contract year without pay will be granted to Shop Stewards of the Union for union business. This time shall not be accumulative. No one (1) Shop Steward may have more than four (4) unpaid days off from work under this article. Such leave shall include time off for Union meetings, conventions, and other Union functions. The employee requesting such leave must submit a written request for said leave at least one week in advance of the commencement of his/her leave. The leave shall not impede the Authority's operation and will only be granted with the Authority's permission.
- H. Up to three (3) employee members of the Negotiating Committee shall be excused for negotiations for the entire length of the contract negotiations with no loss in regular pay. Such meetings shall take place at the Authority's offices and the start times will be determined at the Authority's discretion. It shall be the employee's responsibility to notify his/her supervisor at least one (1) week in advance of any negotiating meeting.

ARTICLE 14

JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight-time pay less any compensation (excluding travel expenses) they may receive for attending said Court proceeding for a maximum of two (2) weeks.
- B. If an employee is required to remain on jury duty for longer than the two (2) week period, then upon submission of a letter from the Judge presiding over the case expressing such requirement, the Authority shall grant up to one (1) additional week's leave.
- C. If employees are required to serve on jury duty, such employees shall be required to notify their immediate superiors in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty more than three (3) hours prior to the end of a work day, employees shall report for work for the remainder of the work day.
- D. This Article applies to day shift employees only; however, employees on the midnight shift who are required to serve on jury duty will be excused two (2) hours early with no loss of pay, and employees on the afternoon shift who are required to serve on jury duty may start their shift two (2) hours late with no loss in pay.
- E. For the purpose of this article, jury duty will include legal subpoena(s) which are served upon the employee which arise out of a third party action. No time will be granted under this article for subpoenas which are caused by the employee's action upon himself/herself, or against anyone else by the employee.

- F. The Authority reserves the right to reschedule any employee on jury duty to other shifts and/or weekends.

ARTICLE 15
JOB POSTING

- A. Notice of bargaining unit vacancies covered by this Agreement shall be posted on the bulletin boards with a copy submitted to the Shop Steward of the Union. Employees applying for such vacancies shall make a request in writing through their immediate supervisors to the Director, Human Resources.

- B. Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided that such employees are, in the discretion of the Authority, qualified and have satisfactory job performance.

- C. Any employee, who has received a suspension for disciplinary reasons, will not be eligible to apply for a job posting until six (6) months has elapsed from the completion of the suspension.

- D. If two (2) or more qualified employees apply for such position or promotion, seniority will be considered along with qualifications in determining which employee shall be selected to fill the position before any new employee is hired. The Authority reserves the right to select the most qualified candidate to fill the position.

- E. Applicants may apply for positions only during the posting period.

- F. In the event a candidate is out on authorized leave, the Shop Steward may apply for a position on his/her behalf; however, the candidate must reapply within two (2) days of his/her return to work. Failure to do so shall invalidate the application.

- G. If an employee who has applied for a job opening requests to know whether he/she has been given the job, the Authority will provide such information.

ARTICLE 16

SENIORITY

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

- B. The seniority of an employee is defined as the length of continuous uninterrupted service as an Authority employee dating back to the original date of hire.

- C. The parties hereto shall recognize the principle of Authority-wide seniority as follows:
 - 1. When the Authority determines that a layoff or rehiring is necessary, the employee with the least Authority-wide seniority in the classification affected shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with their seniority and their classification; provided the more senior employee is able to do the available work in a satisfactory manner, and provided that he/she has the proper qualifications.
 - a. If an employee who is being laid off has previously held a full-time position within the bargaining unit, he/she will have the option to bump the least senior employee in the classification the laid off employee once held; provided that the laid off employee has more Authority-wide seniority than the employee to be bumped.

 - b. If the employee who is being laid off has not previously held a full-time position within the bargaining unit, he/she will have the

option to bump a less senior employee provided that the laid off employee has more Authority-wide seniority, has the qualifications for the position, and can perform the work in a satisfactory manner.

- D. Once each year, the Authority shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Authority. The seniority list shall be posted on the bulletin boards and will show the employees' names, classifications and seniority dates.
- E. The Authority shall notify the Union of all newly hired bargaining unit employees within thirty (30) days of hire.
- F. Notwithstanding A - E above, any position deemed to be temporary by the Authority may be eliminated at any time. The employee in the position may be terminated without regard to seniority provided:
 - 1. The employee in the eliminated temporary position had been hired specifically to fill that position, or
 - 2. The employee in the eliminated temporary position had elected to accept a posted temporary position with full knowledge that in so doing he/she could be terminated without regard to seniority if the position is eliminated.

Any employee holding a temporary position at the request or direction of the Authority will retain all seniority rights and should the temporary position be eliminated, will be given the opportunity to return to their original position.

ARTICLE 17
SAFETY COMMITTEE

The Union may appoint a committee, not to exceed two (2) people, to meet with the Director, Human Resources, or the Authority's designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

ARTICLE 18
BEREAVEMENT PAY

- A. Every bargaining unit member shall be granted up to a maximum of three (3) consecutive calendar days leave, including the day of the funeral, without loss of regular straight-time pay, upon the death of a member of his/her immediate family within the State of New Jersey, and up to five (5) consecutive calendar days leave, including the day of the funeral, without loss of regular straight-time pay, if outside the State of New Jersey and if the residence of the deceased is at least five hundred (500) miles from the residence of the employee. In such cases, the leave must be with the consent of the Division Director or the Director, Human Resources. In the case of the death of an employee's parent, spouse or child, the employee shall be entitled to five (5) consecutive calendar days leave, as above defined, whether in state or not.

- B. Immediate family shall be defined as: the employee's spouse, brother, sister, children, parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, grandparents-in-law, spouse's children, or any other blood relative of the employee residing as a regular member of the employee's household at time of death.

ARTICLE 19

HOLIDAYS

- A. Each employee covered by this Agreement shall receive their share (pro rata) of holiday pay at straight time for each day for the following holidays:
- | | |
|------------------------------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| * 2. Martin Luther King/Floating Holiday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Veteran's Day |
| 4. Washington's Birthday (Observed) | 11. Thanksgiving Day |
| 5. Good Friday | 12. Day after Thanksgiving |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |
- B. An employee required to work on a holiday shall be paid at the rate of time and one-half (1-½) for the actual hours worked in addition to either seven (7) or eight (8) hours straight-time holiday pay.
- C. If a holiday falls on an employee's regular day off, the employee shall receive another day off at a mutually acceptable time, or at the option of the Authority, pay for the day.
- D. For the purposes of Paragraph B, in the case of five (5) day, Monday through Friday workers, if a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the following Monday.
- E. * An additional holiday, "Martin Luther King/Floating Holiday" has been established. This holiday may be used for the observance of the Martin Luther King Holiday or, if desired, may be taken on another day during the year. Probationary employees will be entitled to the actual "observed" Martin Luther King Holiday only. In all cases, a one (1) week advance notice must be provided to the Authority and the requested date must be mutually agreeable to both the employee and the Authority (Division/ Director's approval is required). This

holiday, which is not cumulative, must be taken as a full day (no partial days are permitted) and must be taken before December 1st of each year. New employees, who have successfully completed their initial probationary period and have not taken the “observed” Martin Luther King Holiday, will be entitled to the “Floating Holiday” option provided that a one (1) week advance notice is given after the completion of the initial probationary period, approval is given by the Division/Department Director, and the holiday is taken before December 1st.

ARTICLE 20
INJURY ON OTHER EMPLOYMENT

Any bargaining unit member who is injured while working at another job, whether authorized or not by the Authority, and whether self-employed or not, shall not be entitled to collect any sick leave nor accrue any sick or vacation time, or any other time, with the Authority during his/her absence.

ARTICLE 21

VACATIONS

A. 1. Each employee covered by this Agreement who has had the length of continuous employment as specified in the following table shall be entitled to the working time (pro rata) shown as vacation pay, at his/her regular hourly rate of pay:

Up to and including the third (3rd) year	- Ten (10) days One day to accrue for each of the first ten (10) months of the year.
*Fourth (4th) through sixth (6th) year	- Twelve (12) days Employee will receive six (6) days on January 1 following the anniversary date and one (1) day will accrue per month January through June.
*Seventh (7th) through twelfth (12th) year	- Fifteen (15) days Employee will receive seven and one-half (7.5) days on January 1 following the anniversary date and will accrue one (1) day per month January through July and one-half (.5) day in August.
*Thirteenth (13th) through nineteenth (19th) year	- Twenty (20) days Employee will receive ten (10) days on January 1 following the anniversary date and will accrue one (1) day per month January through October.
*Twentieth (20th) year and later	- Twenty-five (25) days Employee will receive thirteen (13) days on January 1 following the anniversary date and will accrue one (1) day per month January through December.**

*Any additional vacation earned due to a status change will be given prorated on the anniversary date for the remaining months left in that calendar year.

**If a vacation day is earned in December, that day would be available as of December 22 of that particular calendar year.

2. While the formula for vacation accrual will remain the same, the Authority will credit employees with their annual vacation eligibility as of January 1st of each calendar year.
 3. In the event that an employee leaves the Authority for any reason and has used more vacation days than he/she would be entitled to under the current contractual formula, that employee would be required to reimburse the Authority for the cost of those excess vacation days
- B. Eligibility for vacation shall be computed as the length of continuous uninterrupted service as an Authority employee dating back to the original date of hire. Employees who have resigned from the Authority in good standing and are subsequently rehired, shall have their eligibility for vacation computed as of the most recent date on which they were rehired.
- C. 1. Vacations shall be taken at a minimum of one (1) week at a time unless the Authority approves less at its option.
2. Vacation requests will be granted on a first-come first-served basis, based on the needs of the Authority.
 3. If vacations are not taken during the vacation year earned, vacation days may accrue to a maximum of twenty-four (24) months' worth of vacation. Requests to accrue beyond twenty-four (24) months' worth of vacation days shall be reviewed by the Authority on a case-by-case basis.
 4. If, due to the exigencies of the work situation, the Authority requests an employee to forego his/her vacation, then the Authority may approve an accrual greater than twenty-four (24) months' worth of vacation.
 5. Vacation pay shall be paid in advance, at the employee's request, provided proper advance notice is given to the Authority, and provided the vacation is for

at least five (5) work days in one payroll period. Pay in advance will not be authorized for vacations that bridge the end of one calendar year and the start of another year.

6. During an employee's probationary period, vacation leave will not be accrued and no paid vacation leave will be given during this period.

ARTICLE 22

SICK LEAVE

- A. All employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every full month of service. Unused sick days may be accumulated without limitation. Employees may “sell back” accumulated unused sick leave on the basis of one (1) day’s pay for each day accumulated, for those days accumulated in excess of forty-five (45) days only. The minimum sell-back shall be one (1) full day. This plan shall be administered in accordance with Authority rules and regulations, as shall a separate benefit relating to unused sick time at retirement.
- B. Sick leave shall be defined as follows:
1. Exposure to a contagious disease that would endanger the health of co-workers, or absence from duty due to illness or injury.
 2. Presence of illness or injury in the immediate family which requires the employee’s personal care. Immediate family shall be defined as any blood relative who resides as a regular member of the employee’s household. This will include mother and father whether living within or outside of the household. A maximum of three (3) sick leave days may be used for this purpose; however, due to extenuating circumstances, this period may be extended at the discretion of the Authority.
- C. During an employee’s probationary period, sick leave will not be accrued and no paid sick leave will be given during this period. Sick leave is not advanced and cannot be used until it is earned.
- D. Supervisors may, in their own discretion, ask for medical proof of illness. In any event, a medical report from a practicing physician will be required for absences

of three (3) days or more. Abuse of sick leave or “patterned illness” shall be cause for disciplinary action up to and including dismissal.

- E. In the event of a work-incurred injury, an employee must apply for Workers’ Compensation benefits. An employee shall be paid only the difference between such Workers’ Compensation benefits and his/her full regular salary. Only the difference between such Workers’ Compensation benefits and the employee’s full regular salary shall be charged against accumulated sick leave.
- F. At no time may an employee collect more than his/her full regular salary.
- G. If an employee uses up his/her accumulated sick leave, he/she may then use any unused vacation time on the same basis as in Paragraph E above, or he/she may elect to go on unpaid leave of absence and retain any Workers’ Compensation benefits to which he/she is entitled.
- H. The Authority reserves the right to assign “light duty work” to an employee, at its option.
- I. In the event the employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician chosen by the Authority, or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a Judgment in the Division of Workers’ Compensation, establishing such further period of disability, and such findings by the Division of Workers’ Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.

ARTICLE 23
PERSONAL LEAVE

- A. Each employecc may be eligible for four (4) days Personal Leave, which may be used for personal business that cannot be conducted after the work day. The employee must have the permission of his/her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative. Employees must provide one (1) week's notice to the immediate supervisor.

- B. Requests for personal days off which are requested with less than one week's notice will not be unreasonably denied, according to the needs of the Authority.

- C. The Authority will continue to request that employees in the three operating divisions use their personal days before single vacations days are taken. If personal leave is depleted, requests for single vacations days will not be unreasonably denied, according to the needs of the Authority, provided:
 - 1. Adequate notice (five [5] calendar days) is given to the Authority, and
 - 2. Adequate staffing coverage is maintained. If overtime is required to maintain adequate staffing, the Authority will approve the use of such overtime on a limited and reasonable basis.

- D. During an employee's probationary period, Personal Leave will not accrue and no paid Personal Leave will be given during this period.

ARTICLE 24
CODE OF CONDUCT

- A. Each employee agrees to abide by the New Jersey State Department of Environmental Protection, Standards of Conduct, as provided in N.J.A.C. 7:9-15.23, and any revisions thereto.

- B. In addition to the Standards mentioned in Paragraph A, each employee shall follow the following guidelines:
 - 1. No employee shall engage in any activity which interferes with the full performance of his/her duties and responsibilities.

 - 2. No employee shall have direct or indirect financial interest that conflicts with his/her Authority duties and responsibilities or shall engage in a financial transaction as a result of relying on information obtained through his/her employment.

 - 3. No employee shall use or allow the use of Authority property of any kind for other than officially-approved activities.

 - 4. No employee shall use or allow the use of official information gained through employment for furthering a private interest.

 - 5. No employee shall report for duty while under the influence of alcohol or any other drugs which could adversely affect the employee's performance, or engage in any gambling activity while on Authority-owned or Authority-leased property.

6. No employee shall engage in any act of violence causing damage to property or injury to individuals while on duty or on Authority-owned or Authority-leased property.
7. Inasmuch as the Authority is a public body and subject to Federal and State regulations, it is imperative that no employee shall engage in any criminal or disgraceful conduct which could prove prejudicial to the Authority.
8. No employee shall solicit or accept, whether directly or indirectly, or through his/her spouse or any member of his/her family, any compensation, gift, favor or service of value which he/she knows or should know is offered or obtained to influence him in the performance of his/her public duties and responsibilities. The acceptance of infrequent business meals of nominal value does not fall into such a category.

ARTICLE 25
POLITICAL ACTIVITY

- A. The Authority is a Federally-funded project and, as such, some employees are subject to provisions of the “Hatch Act” regulating political activities.

- B. Examples of the activities which are prohibited are as follows:
 - 1. Using your official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.

 - 2. Directly or indirectly coercing, attempting to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party, committee or organization, agency or person for political purposes.

 - 3. Being a candidate for elective office as a partisan candidate representing a national or State political party.

- C. These employees may be candidates for local school boards or non-partisan local government offices, since the provisions of the Hatch Act only prohibit activity in a solely partisan situation.

- D. In addition to the provisions of the Hatch Act, no Authority employee shall directly or indirectly use or seek to use his/her authority or influence of his/her position to control or modify the political action of another person, and no Authority employee shall during the hours of duty, engage in political activity; nor shall he/she at any other time participate in political activities so as to impair his/her usefulness in the position in which he/she is employed. To avoid misunderstandings and potential loss of Federal funds, an employee should discuss any potential political activity with his/her Department/Division Director.

ARTICLE 26
HOURS OF WORK AND OVERTIME

- A. The normal workweek for Authority employees shall be either five (5) eight (8) hour days or five (5) seven (7) hour days, or any portion of hours considered part-time employment, beginning at 12:01 a.m. Sunday and terminating midnight Saturday. The specific shifts and hours shall be scheduled as needed by the Authority. It is acknowledged that a Memorandum of Agreement dated May 27, 1998 was signed by the parties setting forth a schedule for certain supervisors and other personnel. That Memorandum of Agreement was amended by an arrangement signed by both parties on December 1, 1999, changing the schedules of the Shift Supervisors and also rescheduling the shifts of the Sludge Handling Foreman so as not to cross over from one day to the next.

- B. Work schedules shall be posted on bulletin boards at least three (3) days in advance. However, the Authority reserves the right to make changes due to its needs.

- C. Work in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated at the rate of time and one-half (1 ½) the base rate of pay, except for those exempt under Wage and Hour Law. However, there shall be no pyramiding or duplication of overtime payments. A work day shall be defined as the twenty-four (24) hour period beginning with 12:01 a.m. and ending 12:00 midnight.

- D. For the purpose of computation of overtime, hours worked, regular holidays, annual leave, and personal time shall be counted.

- E. All time shall be properly recorded.

- F. All employees shall be expected to work a reasonable amount of overtime when requested by the Authority.

- G. The Authority reserves the right to schedule or reschedule employees in accordance with its needs. If an employee is scheduled to attend training outside of his/her normal working hours, the Authority will not change said employee's hours to avoid overtime.
- H. All meal breaks are taken on the employee's own time, as scheduled by the employer.
- I. Nothing herein shall guarantee employees any minimum workday or work week.
- J. In order to be compensable, all routine overtime must be prior approved by the supervisor. In cases of unusual circumstances or particular manpower coverage, overtime may be approved after the fact.
- K. All eight (8) hour employees shall be entitled to a one-half ($\frac{1}{2}$) hour non-paid meal period per shift. The eight (8) hour day in Paragraph A shall be exclusive of the meal period. All seven (7) hour employees shall be entitled to a one (1) hour non-paid meal period per shift. The seven (7) hour day in Paragraph A shall be exclusive of the meal period.

ARTICLE 27
DRESS CODE

- A. Employees covered under this Agreement shall wear uniforms if required by the Authority. If so required, the Authority will provide a uniform allowance of \$400 per year. This uniform allowance will be available for compensation as of January of each year. For reimbursement purposes, eligible employees must submit a voucher with the appropriate receipts to the Management and Budget Department. Employees will not receive the balance, if any, of their allowance in their paycheck. New employees will receive a pro rata share when first starting with the Authority.
- B. 1. Employees covered under this agreement, who receive a uniform allowance, are required to wear the appropriate uniform while working, whether on or off Authority property.
2. The Authority expects uniforms to be as neat and clean as possible. Uniforms are not to be altered or cut away. Ragged or badly worn uniforms will not be allowed.
3. The following list of clothing is the proper apparel to be worn while at work. Approval is required for any substitute clothing.
- Shirts White shirts must be worn at all times. No employee will be allowed to work without a shirt. Sleeve length may be long or short. Shirts must have a collar and should button in the front. Plain, solid white polo shirts with collars are acceptable.
 - Pants Navy blue permanent press work pants (“Docker” style or equivalent) must be worn at all times. Blue jeans/dungarees or pants made of denim material are not allowed.
 - Coveralls Navy blue coveralls are appropriate, if needed. Coveralls may be cotton or insulated.

Employees, who have purchased other than blue coveralls prior to 2001, will be allowed to wear them through year-end 2001.

- Jackets Plain navy blue or plain black jackets are the required outerwear. Jackets made of denim material are not part of the approved uniform code. Jackets may vary in length and weight.

4. Employees may wear their own plain, white turtlenecks under the required white uniform shirt during the winter season. Employees may also wear their own sweatshirts, hooded or crewneck, under their coats or coveralls for additional warmth while on duty. Sweatshirts must be navy blue with no pictures or writing on them. If the sweatshirts or turtlenecks become contaminated, the employees will be allowed to use the Authority's washer and dryer before or after their work schedule. The same procedure may be used for washing the jacket liners. Please note that the washer and dryer are to be used as directed by the Authority.
 5. Employees, who are not in compliance with this dress code, will be counseled by their immediate supervisor. Any employee who continues to violate this dress code will be subject to further disciplinary action.
- C. The Authority shall provide reimbursement for safety shoes for those employees who are required by the Authority to wear them. It is understood that this allowance may be used for more than one (1) pair of shoes, but shall not exceed \$150 per year in total (maximum). New employees will receive a pro rata share when first starting with the Authority.
- D. As determined by the Authority, in some cases, while working with dangerous chemicals, additional safety equipment, which shall be supplied by the Authority, may be required. Supervisors shall advise their staff as to required safety equipment.

ARTICLE 28
MEAL ALLOWANCE

- A. If any employee shall work for three (3) full continuous hours past the normal eight (8) hour shift, or four (4) full continuous hours past the normal seven (7) hour shift (i.e., for a total of eleven (11) full continuous hours), the Authority shall provide a meal allowance of up to five dollars (\$5.00) for such hours worked.

- B. The Authority may, in its discretion, require employees to provide a validated receipt for said meal.

ARTICLE 29
SHIFT DIFFERENTIAL

- A. An employee working the regular afternoon shift shall receive a straight-time pay differential of five percent (5%). An employee working the regular midnight shift shall receive a straight-time pay differential of six percent (6%). All shift supervisors working permanent shifts shall be given premium time for shift differential on an annual basis, computed as follows:

The annual differential will be calculated by averaging 5.5% of two-thirds of the base salary with the other one-third of base salary alone.

- B. Shift differential will not be compounded when determining base salaries for yearly adjustments.

ARTICLE 30
CALL-IN PAY

- A. If any employee is required to return to work in addition to his/her regularly scheduled work hours, it shall be considered a “call-in.”

- B. Any employee called in, in accordance with Paragraph A above, shall receive a minimum guarantee of three (3) hours work or pay in lieu thereof at straight time. Provided the employee has worked eight (8) hours in a day, or forty (40) hours in a week, any employee who works one (1) hour and twenty (20) minutes or more under a “call-in” will be compensated at time and one half.

- C. There shall be no pay for travel time under this Article.

ARTICLE 31
EDUCATION AND TRAINING

- A. The Authority may request that an employee enroll in job-related training courses. The employee may also take the initiative and request that the Authority sponsor employees in courses which are considered to be job-related. This request is made by submitting a completed "Tuition Request" form through his/her supervisor to the Executive Director for approval.
- B. Upon authorization by the Executive Director, the cost of tuition and required text books for these job-related courses will be borne by the Authority. When possible, courses will be taken on the employee's time.
- C. Normally, evidence of passing grades and a properly executed and documented voucher must be submitted to the Accounting Department in accordance with the Authority's Billing Procedure to obtain this payment; however, the Executive Director may, in his/her discretion, authorize payment in advance.
- D. The Authority will not participate in any general education or post-graduate courses, which are not directly job-related.
- E. The decision of the Executive Director with respect to the approval or denial of requests to take courses shall be on a case-by-case basis and shall not be precedential.
- F. The Authority may attempt to arrange working hours on a flexible basis for those employees who desire to attend approved training courses on their own time.
- G. 1. Training for TCH/CEU Certification
While it is the employee's responsibility to fulfill the State's new TCH/CEU certification requirements, the Authority will assist in providing training, if

deemed appropriate by the Authority, for the Shift Supervisors as licensed operators (S-1, S-2, etc.)

2. The Authority is not yet sure what format this training will be made available to our Shift Supervisors, but it will be provided at no cost to our employees. If training outside the Authority is approved, the Authority will permit the Shift Supervisors to attend appropriate workshops, seminars, etc. on Authority time, provided:

- a) The employee attending the requested training is paid only at the “straight-time” rate, and
- b) Adequate operations coverage is maintained.

However, if it is at all feasible, the Authority will attempt to provide “in-house” training.

ARTICLE 32
MILITARY LEAVE

- A. Authority employees in the military reserves are granted Military Leave to fulfill their military obligations. This leave is not charged against the employee's annual leave.

- B. During the period of service in the military reserves, the employee is paid the difference, if any, between his/her salary with the Authority and that received from the military.

- C. The employee must furnish a copy of his/her orders to the Authority and if supplemental salary is requested from the Authority, the employee must furnish proof of the amount of salary received from the military for the period of his/her service.

ARTICLE 33
MEDICAL COVERAGE

- A. 1. All current insurance benefits shall be maintained at not less than the current levels for the duration of this Agreement for all employees hired as of the signing date of this Agreement, who work twenty (20) hours or more per week, and employees hired on or after March 30, 1999, who work thirty-four (34) hours or more per week. Employees hired on or after March 30, 1999, who work less than thirty-four (34) hours per week, will not be eligible for medical insurance coverage.
2. As of March 30, 1999, the Authority had no intention of replacing any full-time bargaining unit employee with a part-time position or part-time employee. All bargaining unit employees hired before March 30, 1999, are grandfathered for medical benefits as fully covered employees, regardless of hours worked per week, provided they work twenty (20) hours a week in accordance with the State's minimum requirement.
- B. 1. In addition to the coverages outlined in Paragraph A above, the Authority provides a medical expense "bank" as follows:

	<u>Employees with Single Coverage</u>	<u>Employees with Dependent Coverage</u>
2001	\$450	\$500
2002	\$450	\$500
2003	\$475	\$525

2. This bank may be drawn upon by the employee to meet any of the following bona fide expenses:
- **Prescription Eyeglass Expenses**
 - **Prescription Hearing Aide Expenses**

- **A Dental Insurance Plan Purchased Privately by the Employee**

- **Dental Expenses**

Only original, paid receipts will be accepted for expenses incurred during the current year. Each receipt must be itemized with the name of the patient, type of service, date of service, charge for that date, and any payment received by insurance and/or patient. No receipts will be accepted without the above information.

- **Insurance Deductible**

Deductible amount required under the medical plan of the employee or his/her legal dependents covered by the plan. Employee must submit an original statement from the Major Medical carrier stating what part of the deductible has been met.

- **Prescriptions**

Provided employee's medical plan does not have prescription coverage.

3. Employee must submit a voucher for reimbursement to the Human Resources Office by the first Friday of the month. The Authority reserves the right to verify claims.
4. During the first year of employment, an employee is entitled to a pro rata share of the medical bank.
5. The balance in the employee's medical bank at the end of the calendar year (up to a maximum of \$2,400) shall be carried forward to the next year.
6. No cash benefits will be paid from this bank on termination or cessation of service for any reason. If any employee has already submitted a claim, he/she will be reimbursed regardless of the circumstances of the cessation of services.
7. This plan shall be administered in accordance with the Authority's rules and regulations.

ARTICLE 34
MILEAGE

Employees, who utilize their vehicles on Authority business, shall be reimbursed for their business mileage at the prevailing IRS allowable rate.

ARTICLE 35
PRODUCTIVITY

The Union agrees that it will cooperate with the Ocean County Utilities Authority and its agents in any productivity programs adopted by the Authority concerning members of this bargaining unit. The Union agrees that it supports and will cooperate with all efforts of the Authority to increase and improve productivity among members of this bargaining unit.

ARTICLE 36
WORK PERFORMANCE

- A. All employees covered by this Agreement will be expected to perform all duties assigned by their supervisor. This shall include, but not be limited to, the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through employer work rules, personnel regulations or other regulations. It is also recognized and agreed that employees in this bargaining unit recognize the authority of the Authority to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Authority.

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

ARTICLE 37
PERFORMANCE EVALUATION

The Employer reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Normally, performance evaluations will be performed once a year, be conducted by the appropriate supervisor, and the employee will be given a copy of his/her performance evaluation.

ARTICLE 38
SALARY INCREASES

- A. During negotiations, there were forty-three (43) individual salary adjustments proposed and accepted by the Union and the Authority. They will become effective during the course of this Agreement as approved by the Authority in Resolution No. 01- 0000, dated April 26, 2001.

- B. Salaries for the calendar year 2001 shall be increased for all current members of the bargaining unit who were employed as members of the bargaining unit as of January 1, 2001 by three percent (3%) retroactively to January 1, 2001.

- C. Salaries for the calendar year 2002 shall be increased by three percent (3%) effective January 1, 2002.

- D. Salaries for the calendar year 2003 shall be increased by three percent (3%) effective January 1, 2003.

- E. Effective retroactively to January 1, 2001, the supervisory “buffer” will increase to \$1,400. This buffer shall continue between the base annual salaries (excluding overtime, shift differential and other “extra” pay) of the shift supervisor and the employees they supervise who hold the same license as does the shift supervisor (i.e., a shift supervisor with a S-1 license will, if necessary, receive a “buffer” adjustment of \$1,400 more than the annual base salary of an operator with a S-1 license; he/she will not receive a “buffer” adjustment of \$1,400 more than the base salary of an operator who holds a higher license).

This “buffer” also applies to the following supervisors:

- Assistant Buildings & Groundskeeper
- Instrumentation Maintenance Superintendent
- Laboratory Supervisor

Lines Maintenance Superintendent
Plant Electrician
Plant Mechanic
Stores/Inventory Foreman
Vehicle Maintenance Superintendent

ARTICLE 39

RESIGNATION, RETIREMENT, AND SEVERANCE

- A. In order to resign from the Authority in good standing, an employee must give adequate notice to his/her department. Fourteen (14) days is considered adequate notice; however, the Department/Division Director may consent to a shorter period.
- B. Severance pay is provided for those employees who lose their position through no fault of their own who are not entitled to an immediate retirement annuity. This severance pay is in the amount of one (1) week's pay for each year of service, prorated for any portion of a year's service. This policy does not apply to those employees who resign or are terminated as a result of their own actions.
- C. Individuals leaving the employ of the Authority in good-standing, will be compensated for all of their unused annual leave, personal leave, and any sick leave in excess of 45 days. Compensation will not be given to any employee who resigned with insufficient notice or is terminated as a result of his/her own actions. Compensation will also be given for any accrued compensatory time up to a maximum of 240 hours.
- D. Employees who leave the Authority in good standing will be compensated for half of all unused sick time up to forty-five (45) days (i.e., maximum twenty-two and one-half [22.5] days) under the following conditions:
 - 1) Upon eligibility for an immediate retirement annuity, or
 - 2) Upon resignation, having a minimum of twenty years of service with the Authority
- E. In the event of the death of an Authority employee, compensation will be paid to said employee's estate for the employee's unused sick leave at the rate of one-half

(1/2) day's pay for each day of accumulated sick leave. Also paid to said employee's estate will be any unused vacation leave.

- F. Dismissal is at the discretion of the Department/Division Director and/or the Executive Director, and is subject to the grievance and arbitration procedure.

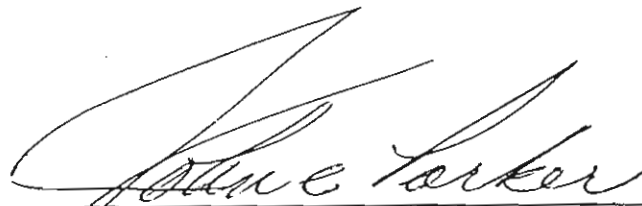
ARTICLE 40
TERM AND RENEWAL

This Agreement shall be in full force and effect as of the date hereof, and shall remain in effect to and including December 31, 2003. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.


IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this twenty-sixth day of April 2001.

THE OCEAN COUNTY
UTILITIES AUTHORITY

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION - LOCAL 32, AFL-CIO



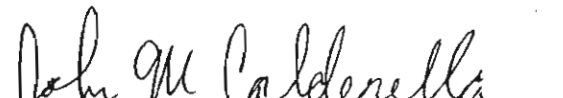
For the Authority



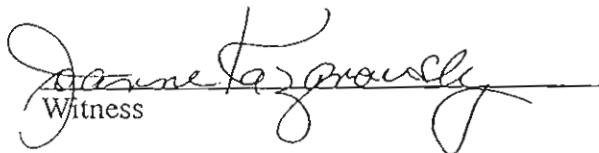
For the Union



For the Authority



For the Union



Witness



Witness

GENERAL AGREEMENT

- A. It is agreed between OPEIU Local 32, AFL-CIO and The Ocean County Utilities Authority that, in consideration of the agreements made in the Collective Bargaining Agreement, the OPEIU agrees that it will not seek to represent the FMD personnel so long as they represent the employees of The Ocean County Utilities Authority, unless a majority of the FMD personnel voluntarily seek such representation.

- B. The OPEIU agrees that it will not seek to represent the current Safety Officer or the Human Resources personnel positions for the life of this contract.

- C. It is understood and agreed by both parties that notwithstanding Article 13, Paragraph A, of the Collective Bargaining Agreement between the OCUA and the OPEIU, the Authority shall also have the right to communicate directly with the OPEIU Local 32 Business Representative as designated representative of the Union, for matters which take place at the work place.

