

2827



BERKELEY TOWNSHIP SEWERAGE AUTHORITY

255 Atlantic City Blvd. (State Hwy. #9)
Bayville, New Jersey 08721

Phone: (732) 269-3500
Fax: (732) 269-4496

March 18, 1998

Public Sector Librarian
School of Management and Labor Relations Library
Rutgers, The State University
Ryderson Lane & Clifton Avenue
New Brunswick, New Jersey 08903

Dear Sir or Madam:

As required under Section 8.2 of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq., enclosed please find a copy of an Agreement between the Berkeley Township Sewerage Authority and the Utility Workers Union of America, A.F.L.-C.I.O., Local 503 for the period 1997-1999.

Very truly yours,

BERKELEY TOWNSHIP
SEWERAGE AUTHORITY

A handwritten signature in cursive script that reads 'Marlene Ritner'.

Marlene Ritner
Deputy Director

Enclosure

INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	UNION SECURITY	1
II	DUES CHECK-OFF	2
III	UNION ACTIVITIES AND RESPONSIBILITIES	2
IV	BULLETIN BOARD	2
V	DISCRIMINATION	3
VI	MANAGEMENT	3
VII	SENIORITY	3
VIII	LOSS OF SENIORITY	5
IX	HOURS OF WORK	5
X	OVERTIME	6
XI	CALL BACK TIME/PAGER	6
XII	MILITARY LEAVE	7
XIII	MEAL ALLOWANCE	7
XIV	SICK LEAVE	7
XV	VACATIONS	8
XVI	HOLIDAYS	9
XVII	BEREAVEMENT PAY	11
XVIII	UNIFORMS	11
XIX	HEALTH AND WELFARE	12
XX	CIVIC DUTY AND OTHER EMERGENCIES	12
XXI	DISCHARGE AND DISCIPLINE.	12
XXII	GRIEVANCES	13
XXIII	JOB CLASSIFICATION	14
XXIV	PROBATIONARY EMPLOYEE	14
XXV	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	14
XXVI	PERSONAL DAYS	14
XXVII	NO STRIKE/NO LOCK-OUT	14
XXVIII	WAGES	15
XXIX	OPERATING LICENSES	15
XXX	LONGEVITY	16
XXXI	DISABILITY	16
XXXII	TERMINATION AND EXTENSION OF AGREEMENT	17
XXXIII	EMBODIMENT OF AGREEMENT	17

Attachments:

Schedule A - Progressive Discipline Guidelines

Schedule B - Job Descriptions

Schedule C - Resolution re Disability

A G R E E M E N T

(For Period January 1, 1997 - December 31, 1999)

THIS AGREEMENT, made this day of , 1997,

BETWEEN

BERKELEY TOWNSHIP SEWERAGE AUTHORITY, a body politic and corporate, organized under laws of 1946, Chapter 138, having its principal office at 255 Atlantic City Boulevard, Bayville, New Jersey (hereinafter referred to as the "Authority"),

AND

THE UTILITY WORKERS UNION OF AMERICA, A.F.L.-C.I.O., certified by the State of New Jersey Public Employment Relations Commission in Docket No. RO-596 on May 1, 1973, by, for, and in conjunction with Local No. 503, having its principal office at D3 Hampton Garden, James Street, Yonkers, New York (hereinafter referred to as the "Union")

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with the law and established practices.

NOW THEREFORE, the parties hereto, in accordance with the following covenants, conditions and agreements, mutually agree as follows:

ARTICLE I - UNION SECURITY

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

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

3. Individual authorizations executed after the effective date of this Agreement shall be signed cards in a form mutually agreed to by the parties, executed by the employee, and transmitted to the Authority.

ARTICLE II - DUES CHECK-OFF

1. The Union will furnish the Authority with a written statement of the dues and initiation fees to be deducted and any change therein that may be made from time to time.

2. The Authority agrees that it will deduct the Union dues and initiation fees from the pay of each employee who has furnished the Authority with written authorization to do so, and transmit the same with a list of such employees to the Union within two (2) weeks after such deductions are made.

3. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually withheld. The Authority or any of its officers and employees shall not be liable for any reasonable delays in carrying out such deductions. Upon forwarding a check in payment of such deductions by mail to the Union's last known address, the Authority and its officers and employees shall be released from all liability to the employee-assignors and to the Union under such assignments.

ARTICLE III - UNION ACTIVITIES AND RESPONSIBILITIES

1. In general, the Union shall not engage in any Union business, discussions or activities during regular working hours, except as set forth under Article XXII entitled "Grievances."

2. Union officers or stewards, with or without a national representative of the Union, shall be allowed, after obtaining permission from the Authority, to visit the Authority plants at reasonable hours in connection with the proper handling of legitimate Union business. However, such visitation shall not interfere with normal operation of the Authority business.

ARTICLE IV - BULLETIN BOARD

The Authority shall provide, in its central offices, sufficient space for a Union bulletin board. Only bulletins may be posted that have the official authorization of the designated Union representative. However, any bulletin deemed controversial must have the approval of the Authority.

ARTICLE V - DISCRIMINATION

It is mutually agreed between the parties hereto that neither party shall in any way discriminate against an employee because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

ARTICLE VI - MANAGEMENT

1. None of the terms of this Agreement shall interfere with the right of the Authority in carrying out its duties and functions in accordance with the applicable law, rules and regulations to:

- A. Carry out the statutory mandate and goals pursuant to N.J.S.A. 40:14A-1 et seq., and the utilization of Authority personnel, methods and means in the most appropriate and effective manner possible.
- B. Management of employees of the Authority, including, but not limited to, hiring, promoting, transferring, assigning or retaining employees in position within the Authority, and in that regard to establish reasonable working rules.
- C. Suspend, demote, discharge or take other appropriate disciplinary action against any employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be ineffective and non-productive.
- D. It is recognized that the management of all operations, the control of its properties and the maintenance of order and efficiency, are the sole responsibilities of the Authority.
- E. The Authority shall decide the number and location of its facilities and stations, determine the work to be performed therein, maintenance and repairs, the amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with selections, procurement, designing, engineering and the control over the equipment and materials; the purchase of services by others, contract or otherwise, except as may be otherwise specifically limited in this Agreement.

ARTICLE VII - SENIORITY

1. It is hereby agreed to recognize and accept the principle of seniority in all cases of transfer, promotions, layoffs and recalls. In all cases, however, the ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

2. It is understood that the Authority has the exclusive right to terminate any employees who are on a temporary basis or on a ninety (90) day probationary basis, without recourse to any of the provisions of the within Agreement.

3. The seniority of an employee is defined as the length of continuous service with the Authority, commencing with the date of hire. The seniority of an employee in a particular job classification shall be defined as the length of continuous service within that job classification from the first date the employee is designated in the particular classification by the Authority.

4. In the event of layoffs, the person with the lowest grade within the job classification will be laid off first, regardless of Authority seniority. Employees with higher Authority seniority in one classification will have the right to bump, if they qualify, employees in another classification. The last employees to be laid off shall be the first to be recalled in accordance with the seniority in their job classification. If an employee fails to report for work within ten (10) working days after notification by certified mail/return receipt has been sent to his last known address on file with the Authority, and similar notice at the same time to be sent to the Union, that a position is open, said employee shall forfeit all seniority rights. When promotions to a higher grade or transfer to another or newly created classification are in order, a notice of vacancy shall be posted or placed at places accessible to employees affected and shall remain posted for a period of seven (7) days, within which time applicants eligible and desiring to fill such vacancy shall apply, in writing, to the official of the Authority to be designated in a notice, and then the Authority shall make such promotion or transfer from its regular employees; consideration for such promotion and transfer shall be based on seniority and ability to perform this work as determined by the Authority. If an employee so promoted or transferred after a thirty (30) day trial period is not qualified in the discretion of the Authority, the Authority may remove him and transfer him to his former position. The Authority shall then

have the right to promote to a higher grade or transfer to another classification an employee with less seniority, providing all requirements and ability to perform the work are determined satisfactory by the Authority.

5. The Authority shall prepare and forward to the Union a list of all its employees, showing thereon seniority in service with the Authority and duration of time in each job classification. The seniority list shall be updated when necessary and shall be posted on the Union bulletin board showing the employees' names, classifications and seniority dates.

ARTICLE VIII - LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:

- A. Voluntary quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion of termination of a leave of absence shall be deemed and constitute voluntary quitting.
- B. Discharge for cause.
- C. Failure to report for work within ten (10) working days when called back (after layoff), after receipt of telegram and/or certified letter, shall result in loss of seniority in employment in the sole discretion of the Authority, unless that failure is mutually agreed upon between the parties to be excusable.
- D. Failure to be called back to work after a period of twelve (12) months after a layoff, in the sole discretion of the Authority, unless a greater period of time is established by agreement between the parties.

ARTICLE IX - HOURS OF WORK

The normal work week will consist of five (5) days (Monday through Friday). The daily hours of work shall consist of eight (8) hours per day, exclusive of a 30-minute lunch period. Two (2) 15-minute rest periods shall be provided during each 8-hour work day. Employees shall be permitted to return to the shop fifteen (15) minutes before quitting time to clean up employees' safety equipment and to change Authority work clothes into street clothes.

ARTICLE X - OVERTIME

1. All work performed in excess of forty (40) hours in any one work week shall be considered overtime and be compensated for at the rate of time and one-half. Included in the definition of a 40-hour work week shall be holidays, vacation, personal and sick time. However, an employee who works on the Christmas or Thanksgiving holiday shall be compensated at double time.

2. The Authority will, as far as practicable, distribute the opportunity to work overtime uniformly without job classifications on a rotating basis. The Authority shall have the exclusive right of assigning qualified personnel to do the overtime work. The Authority shall likewise have the exclusive right of the distribution of overtime among qualified regular employees.

3. The Authority's need for and right to require reasonable amounts of overtime are recognized and authorized by this Agreement.

ARTICLE XI - CALL BACK TIME/PAGER

1. The Authority shall have the exclusive right of assigning qualified personnel to carry pagers for the purpose of calling employees back to work after having completed their regular scheduled shifts, and on Saturdays, Sundays and holidays. Any employee carrying such a pager shall be compensated as outlined in number 2 below.

2. Pager Duty Compensation:

- A. Ten dollars (\$10.00) per day, Monday through Friday.
- B. Twenty-five dollars (\$25.00) per day, for Saturdays, Sundays and holidays.
- C. Each employee shall receive two (2) hours pay at time and one-half for the first call-out during the following periods whether or not he worked two hours or less:
 - i. 4:00 p.m. to 7:30 a.m., Monday through Thursday.
 - ii. 4:00 p.m. Friday through 7:30 a.m. Saturday.
 - iii. 7:30 a.m. Saturday through 7:30 a.m. Sunday.
 - iv. 7:30 a.m. Sunday through 7:30 a.m. Monday.
 - v. 7:30 a.m. to 7:30 a.m., all holidays.

All additional pager calls during each shift period will be paid at the rate of time and one-half for the actual time worked, based upon the punch-in and punch-out times reflected on the employee's time card and approved by the Supervisor.

3. Any employee who is assigned to carry a pager and is paid for same, but fails to answer or who has a back-up who fails to answer, will lose his pager pay for the day. Any employee failing to answer a pager call the second time will be subject to disciplinary action.

ARTICLE XII - MILITARY LEAVE

Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XIII - MEAL ALLOWANCE

1. An employee shall receive the sum of \$6.00 (Six Dollars) for meals when an employee works four (4) hours beyond his regular quitting time, and an additional \$6.00 (Six Dollars) for every four (4) hours thereafter.

2. Employees who are called from home for emergency work shall be entitled to this meal allowance after four (4) hours of work.

ARTICLE XIV - SICK LEAVE

1. Sick leave shall be granted with pay in accordance with the following:

A. After commencing employment, two (2) working days of sick leave will be allowed after ninety (90) day probationary period.

B. After one (1) year of full employment, and for each year thereafter, ten (10) working days of sick leave will be allowed subject to the following terms and conditions:

i. After five (5) continuous days of sick leave, a doctor's certificate will be required.

- ii. Sick leave time shall be allowed to accumulate from one year to the next, but an employee shall not be allowed to accumulate more than twenty-five (25) days. Notwithstanding any previous agreements and/or memoranda regarding accumulation of sick days, twenty-five (25) accumulated sick days shall be the limit for any present or future employees covered under this Agreement.
- iii. At retirement, an employee is entitled to the monetary value of his accumulated sick leave accrued to the employee on the date of his retirement. Therefore, the maximum sick leave an employee is entitled to at retirement is limited to twenty-five (25) days.
- iv. Retirement, for the purposes of this Agreement, shall be defined as reaching the age of fifty-five (55) or having served at least ten (10) years with the Authority.

ARTICLE XV - VACATIONS

1. Each permanent, full-time employee who has had the length of continuous employment specified below shall be entitled to the working time as set forth below, as a vacation with pay at the employee's regular hourly rate of pay as of the week immediately prior to the start of such vacation:

- A. No paid vacation shall be allowed during the first year of employment.
- B. After the first year of full-time employment, said employee shall be entitled to five (5) working days vacation.
- C. After two (2) years of full-time employment, said employee shall be entitled to ten (10) working days vacation.
- D. After five (5) years of full-time employment, said employee shall be entitled to fifteen (15) working days vacation.
- E. After ten (10) years of full-time employment, said employee shall be entitled to eighteen (18) working days vacation.
- F. After fifteen (15) years of full-time employment, said employee shall be entitled to twenty (20) working days vacation.
- G. After twenty (20) years of full-time employment, said employee shall be entitled to twenty-five (25) working days vacation.

2. Vacation preferences will be granted on the basis of seniority and requests must be made prior to March 30 of each year in order to maintain seniority rights for each individual year. Split vacations may be arranged, if preferred.

3. Vacations will not be allowed during periods of peak work load, as established by the Authority. All vacation time must be approved by the Authority.

4. Vacation time will not accumulate from one year to the next unless specific permission is granted by the Authority.

5. If an employee is unable to take his vacation during the calendar year in which it is earned due to illness, injury or Authority needs, it may be taken the following year at a time set forth by the Authority.

6. All employees, at the time of retirement or layoffs, shall receive payment for periods of vacation to which they may be entitled but have not used as of that date.

ARTICLE XVI - HOLIDAYS

1. Each full-time employee covered by this Agreement shall receive holiday pay equal to one day's pay at eight (8) hours straight time without working during the following days, provided said employee is on the job and available for work the last scheduled work day before the holiday and the first scheduled work day after the holiday, even though same may be in a different work week, unless excused by the Authority or is absent because of illness. The Authority may request a doctor's certificate as proof of illness.

2. If a paid holiday falls during an employee's vacation period, the employee will receive a paid day for the holiday, and same will not be charged as a vacation day.

3. The following days shall be designated as holidays:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans' Day
Presidents' Day (effective 1/1/98)
Martin Luther King Day (effective 1/1/98)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Employee's Birthday (see number 4 below)

4. Employee's Birthday - Eligibility Rules:

A full-time employee's birthday shall be a paid day off (or by agreement between employee and the Authority, another day within ten (10) days immediately before or after the birthday).

When a full-time employee's birthday falls on a contract holiday or if the employee is required to work on his birthday, the employee shall receive a paid day off within ten (10) days immediately after the birthday.

When a full-time employee's birthday falls on a weekend (Saturday or Sunday), the employee shall take the preceding Friday or the following Monday as the paid day off for the employee's birthday. If the employee's birthday falls on Saturday, the preceding Friday shall be the paid day off. If the employee's birthday falls on Sunday, the following Monday shall be the paid day off.

During a leap year, March 1 shall be considered the birthday of any employee born on February 29.

An employee's birthday shall not be construed in any way or manner to be a floating holiday. An employee shall not be allowed to reschedule his/her birthday paid day off unless there is just cause and written approval is granted by the Supervisor and Executive Director.

A birthday that falls in the middle of the week (Tuesday, Wednesday or Thursday) cannot be rescheduled to be taken on a Friday or Monday without written approval from the Supervisor and Executive Director.

ARTICLE XVII - BEREAVEMENT PAY

A regular, full-time employee shall be excused from work because of death in his immediate family, as defined below, and shall be paid his regular rate of pay for the scheduled working hours missed, but not exceeding three (3) eight-hour days as a result of preparation for and/or attendance at funeral and/or burial service.

Time off with pay, as provided in this section, is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of a deceased member of the immediate family. "Immediate family" is defined to mean spouse, parent, children, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law and sister-in-law of employee. Proof of death satisfactory to the Authority shall be furnished upon request.

ARTICLE XVIII - UNIFORMS

1. The Authority shall provide for each full-time employee a uniform consisting of five (5) shirts and five (5) trousers and will have the same laundered. One (1) set of rain gear will also be provided. The aforesaid uniforms and rain gear shall be replaced by the Authority from time to time based on wear. Further, a winter jacket and vest will be provided by the Authority to each employee. One (1) work jacket shall be supplied.

2. One (1) pair of safety shoes will be supplied. Additional shoes shall be at the discretion of the Superintendent. Work shoes shall not be worn home because of possible contamination.

3. Replacement uniforms, rain gear, winter work jackets, vests and shoes will be replaced only when the original issue is turned in to the Superintendent and found to be no longer useful as a result of normal wear and tear. Abused clothing will not be replaced by the Authority. All replacements shall be through a vendor assigned by the Authority only.

ARTICLE XIX - HEALTH AND WELFARE

1. Hospital and medical insurance will be provided for under the New Jersey State Health Plan, including a prescription plan effective May 1, 1997.

2. An employee whose prescription eyeglasses are damaged or broken while performing his work duties will have them replaced by the Authority with the Superintendent's approval.

ARTICLE XX - CIVIC DUTY AND OTHER EMERGENCIES

Whenever necessary for the protection of life and property, employees are expected to perform any reasonable duties, including major fire fighting, first aid and other types of emergency services within Berkeley Township. In the event of such an emergency, the employee must notify his Supervisor before leaving the job. Management reserves the right to request a letter from either the First Aid Captain or the Fire Chief, which letter would be submitted after the fact indicating that the services of this particular individual were necessary. Regular pay will be given for the time spent away from the Authority on such duties. If, in the opinion of Management, this allowance is being abused, disciplinary action will result.

Out-of-town services, other than mutual aid calls, shall not be considered paid time spent away from the Authority.

ARTICLE XXI - DISCHARGE AND DISCIPLINE

1. Employees who violate this Agreement will be subject to disciplinary action. When an employee is reprimanded, a full report in writing shall be given to the individual concerned and to the employee's shop steward. A copy of the report will be placed in the employee's personnel file. At any discussion concerning disciplinary action, the employee will be entitled to have the shop steward present.

2. Progressive Disciplinary Guidelines. The Progressive Discipline Guidelines are set forth on pages attached to this Agreement as Schedule A.

3. Every employee will have the right to review his own personnel file in the presence of his Supervisor or the personnel clerk. A request to do this must be done through the employee's Supervisor, who will make the necessary arrangements for the review during working hours. The employee's shop steward, if requested, may be present. For a period of thirty (30) days following the execution of this Agreement, all employees shall have the right to review and photocopy material in their personnel files.

ARTICLE XXII - GRIEVANCES

1. In the event that any differences arise between the Authority and the Union, or between the Authority and any of its employees affected by this Agreement, and concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance. There shall be no suspension of the work by either party on account of a grievance, and an earnest effort shall be made to settle grievances at an early date. The procedure for settlement of grievances shall be as follows:

A. The aggrieved employee shall discuss the grievance with his Union Steward and Supervisor within two (2) working days after the grievance arises. Every reasonable effort shall be made towards a proper disposition and settlement of the grievance.

B. If no satisfactory settlement of the grievance is reached within five (5) working days, then the grievance shall be reduced to writing by the Union on an official grievance form and presented to the Authority. The Authority shall designate one of its members, preferably the Chairman or Vice-Chairman, to discuss the grievance with the Union representative and attempt to resolve the grievance.

C. In the event the grievance is not satisfactorily resolved as set forth above, the Union or the Authority member may refer the grievance to the Authority membership for hearing and resolution. Within fifteen (15) days after submission of said grievance to the Authority membership, the Authority shall meet with a representative of the Union in an attempt to resolve the dispute and satisfactorily settle the grievance.

D. The parties hereto, by mutual agreement, may submit any grievance to the New Jersey State Board of Mediation. In the event the parties so elect, then the Authority shall select one arbitrator and the Union shall select one arbitrator. These two arbitrators shall select a third arbitrator. The parties will be bound by a majority decision of the arbitrators. The expense of such arbitration shall be borne equally by the Authority and the Union.

ARTICLE XXIII - JOB CLASSIFICATION

The outline of duties for each job classification are set forth in Schedule B, which documentation is being supplied for informational purposes only. It is recognized that it is the prerogative of the Authority to alter or amend such job classifications as deemed necessary by the Authority. No current employee shall receive a decrease in his present pay scale as a result of the creation of a new grade level or as a result of a change in job classification.

ARTICLE XXIV - PROBATIONARY EMPLOYEE

New employees will be regarded as probationary for the first ninety (90) days, during which time the Authority can reprimand or discharge without being challenged by the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged or laid off during this probationary period. After ninety (90) days, the said new employees shall be placed on the seniority list from the first day starting work.

ARTICLE XXV - PUBLIC EMPLOYEES' RETIREMENT SYSTEM

It is compulsory that all full-time employees of the Authority enroll in the Public Employees' Retirement System.

ARTICLE XXVI - PERSONAL DAYS

After completion of one (1) year of service, each employee shall be entitled to three (3) personal days. A 48-hour notice to an employee's Supervisor shall be given by said employee prior to taking a personal day. Personal days shall be non-cumulative.

ARTICLE XXVII - NO STRIKE/LOCK-OUT

1. It is recognized that the need for continued and uninterrupted operation of the Authority's business is of paramount importance to the users of the system and the citizens of Berkeley Township, and there should be no interference with said operation.

2. The Union, its offices, members, agents or principals agree not to engage in, encourage, sanction or suggest strikes, slow-downs, job actions, lock-outs, mass resignations, mass absenteeism, or other similar actions which would involve suspension of or interference with the normal Authority business.

3. The Authority shall have the right to discipline or discharge any employee engaged or causing a strike, slow-down or other such interference.

ARTICLE XXVIII - WAGES

1. The rates of pay for each job classification are set forth in Schedule C attached hereto and made a part hereof.

2. The parties agree and acknowledge that the rate of pay increase for each employee for this three (3) year agreement shall be as outlined under numbers 3 and 4 below.

3. Duration of Contract:

Agreement is three (3) years and will cover the period beginning January 1, 1997 through December 31, 1999.

4. Wage Increases:

January 1, 1997 - Hourly rates shall be increased by \$.40 (forty cents) per hour.

January 1, 1998 - Hourly rates shall be increased by \$.50 (fifty cents) per hour.

January 1, 1999 - Hourly rates shall be increased by \$.50 (fifty cents) per hour.

ARTICLE XXIX - OPERATING LICENSES

Employer agrees to compensate an employee the sum set forth below as a yearly stipend for the "highest" license only, which stipend shall be paid in the first pay period in January. Those licenses obtained during any year shall be prorated for that year, and such prorated payment shall be made in thirty (30) days of the employee's receipt of same. In the event of any increase during a calendar year from one license grade to the next, the prorated payment shall be based on the \$100.00 difference between licenses. License fees shall be paid by the license holder.

Public Wastewater Collection Systems Operator Licenses

C-1 License	\$200.00
C-2 License	\$300.00
C-3 License	\$400.00

ARTICLE XXX - LONGEVITY

1. In addition to base salary, longevity payments shall be made to each employee in one lump sum payment on or about November 15 of each year of this Agreement. Longevity payments shall be as follows:

- A. For years of service 5-9: \$200.00 yearly
- B. For years of service 10-14: \$300.00 yearly
- C. For years of service 15-19: \$400.00 yearly
- D. For years of service 20-25: \$500.00 yearly

2. Longevity payments shall be due and payable for the whole year if any anniversary date falls within the calendar year of payment; i.e., if any employee's fifth year anniversary is October 1, 1998, he shall receive a \$200.00 lump sum payment on or about November 15, 1998. If an employee has his tenth anniversary on December 1, 1998, he shall receive a \$300.00 lump sum payment on or about November 15, 1998.

ARTICLE XXXI - DISABILITY

Employer agrees to provide insurance coverage to the employees included hereunder in the event of disability as a result of non-work connected injury or sickness, in accordance with the Schedule of Insurance contained in the "Guardian Group Insurance Plan" booklet, or an equivalent thereto, which has been distributed to the employees.

In the event an employee has applied for State temporary disability payments and desires to obtain a loan from the Authority until receipt of the first check from the State of New Jersey, the employee shall be permitted to do so in accordance with the resolution passed by the Authority, said resolution attached hereto as Schedule C.

ARTICLE XXXII - TERMINATION AND EXTENSION OF AGREEMENT

1. The terms of this Agreement shall continue for a period of three (3) years from January 1, 1997 to December 31, 1999.

2. In the absence of written notice given at least sixty (60) days prior to the expiration by either party to the other of the intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as sixty (60) days notice is given prior to the annual expiration date.

ARTICLE XXXIII - EMBODIMENT OF AGREEMENT

This document constitutes the whole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective negotiations.

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

**BERKELEY TOWNSHIP SEWERAGE
AUTHORITY**

ATTEST:

Salvatore Carnevale
SALVATORE CARNEVALE, Secretary

Nicholas Caprio
NICHOLAS CAPRIO, Chairman

**UTILITY WORKERS UNION OF
AMERICA
A.F.L. - C.I.O**

ATTEST:

John Murray Region I Director

Brian P. Blair (413)
Vice President, Local 503

Secretary, Local 503

Joseph J. Debnath
Committee Member

Michael T. ...
Committee Member

Committee Member

The statements contained herein reflect general details as necessary to describe the principal functions of these jobs, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize work periods, or otherwise to balance the work load.

I acknowledge receipt of a copy of these job descriptions.

DATED:

Signature

SCHEDULE A
PROGRESSIVE DISCIPLINARY GUIDELINE

	<u>OFFENSE</u>	<u>OCCURRENCE</u>	<u>PENALTY CODE</u>
1.	Insubordination (refusal to obey reasonable order, insolence, etc.)	First Second	A B
2.	Careless, willful or negligent failure to observe any regulation or order.		
	A. Violation of regulations where safety of persons or property is not endangered.	First Second	A B
	B. Violation of regulations where safety of persons or property is endangered.	First	B
3.	Theft or attempted theft, or willful damage and/or negligence of public property or waste of public supplies.	First	B
4.	Threatening, intimidating, coercing or interfering with other employees.	First Second	A B
5.	Any discourteous or insulting action or words to customers resulting in adverse public reaction to the Authority or its employees.	First Second	A B
6.	Provoking a fight or fighting during working hours or on Authority property.	First	B
7.	Making or publishing false, vicious or malicious statements concerning any employee, supervisor or the Authority.	First Second	A
8.	Possessing, selling, drinking or distributing of alcoholic beverages or illegal drugs on Authority premises or during assigned working hours.	First	B
9.	Reporting to work while under the influence of alcohol or illegal drugs.	First	B
10.	Sleeping on the job during working hours.	First Second	A B
11.	Absence without leave (any absence from work which has not been approved); leave used for a purpose other than that for which it was granted.	First Second	A B

12.	Chronic or excessive absenteeism.	First Second	A B
13.	Refusal to testify in a properly authorized inquiry or investigation except where such refusal is based upon the grounds of self-incrimination. (Witnesses shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting their testimony.)	First	B
14.	Immoral conduct.	First	B
15.	Failure to maintain proper dress and personal appearance.	First Second	A B
16.	Unauthorized use of Authority vehicles or equipment.	First	B
17.	Failure to secure Authority vehicles and equipment.	First Second	A B
18.	Deliberate or attempted falsification of records.	First	B

Penalty Codes

A = Verbal or written warning or
1 to 3 day suspension if warranted.

B = 4 to 6 day suspension or removal.

The Authority reserves the right to waive, lessen or increase the penalties, depending on the circumstances involved.

Receipt of any combination of five (5) of the aforesaid offenses within a one-year period will result in automatic discharge of the employee.

Written notices or warnings received by an employee will not be used as a basis for further discipline, provided the employee has maintained a clear record for two (2) years.

Disciplinary action resulting in time off without pay shall not be used as a basis for further discipline of an employee, provided the employee has maintained a clear record for two (2) years.

Written notices and warnings will be removed from an employee's personnel file two (2) years from the date of the citation, provided the employee has maintained a clear record for that particular violation for a two-year period.

SYSTEM MAINTENANCE GRADES #6 through #1 - GENERAL:

1. All System Maintenance Grade employees must possess a valid N.J. Commercial Drivers License within ninety (90) days of employment.
2. Any employee, respective of his System Maintenance Grade, who is assigned responsible charge of any work crew by the Assistant Superintendent or the Superintendent, shall submit and sign a "Daily Work Report." The "Daily Work Report" shall summarize the work accomplished and time expended for the entire crew for each job assignment. Additional time will not be allotted to fill out the "Daily Work Report." The responsible employee will fill out the report as work assignments are performed. "Daily Work Reports" will be turned in to the Assistant Superintendent each day at the end of the work shift. The Assistant Superintendent will review the reports, make comments, and pass them along to the Superintendent for final review and filing. The Executive Director shall review all "Daily Work Reports" at the end of each week.
3. Prior to any grade promotions, the Superintendent must demonstrate to the Executive Director, in writing, a need for the promotion. The Executive Director must present the need for the promotion to the Board for approval. No grade promotions shall be announced until Board approval is received in writing.

SYSTEM MAINTENANCE GRADE #6:

- A. Employee must have working knowledge of electrical repairs, plumbing repairs, and collection system maintenance.
- B. Employee must have knowledge and ability to utilize Authority equipment, tools and machinery under direction of higher grade personnel.
- C. Employee must have ability to accept responsibility for personnel assigned to him by the Superintendent.
- D. Grade #6 Min. employees will become eligible for promotion to Grade #6 Max. upon completion of six (6) months of satisfactory performance. The promotion must be recommended in writing by the Superintendent to the Executive Director and approved by the Board.
- E. An employee who meets all requirements for Grade #5 Min. will become eligible for promotion. The Superintendent must demonstrate in writing to the Executive Director a need for the Grade #5 Min. position and a recommendation for the promotion. Board approval is required.

SYSTEM MAINTENANCE GRADE #5:

- A. Employee must have satisfactorily completed Basic Wastewater Course and submitted documentation from school attended.
- B. Upon completing one (1) year of satisfactory performance as Grade #5 Min., an employee will become eligible for promotion to Grade #5 Max. The promotion must be recommended by the Superintendent to the Executive Director in writing and approved by the Board.

- C. Upon satisfactorily completing performance as a Grade #5 Max., an employee will become eligible for Grade #4 Min., providing that the Superintendent can demonstrate a need for the promotion. The Superintendent must make the recommendation in writing to the Executive Director. Board approval is required.

SYSTEM MAINTENANCE GRADE #4:

- A. Employee must possess a valid NJDEP C-1 License.
- B. Employee must have the knowledge and ability to personally perform maintenance of all Authority equipment, property, pump stations, lift stations and collection systems.
- C. Employee must possess certification for Confined Space Entry.
- D. Employee must have the basic knowledge and ability to operate the video truck, vac-truck and pipe sealing equipment.
- E. Upon completing one (1) year of satisfactory performance as Grade #4 Min., an employee will become eligible for promotion to Grade #4 Max. The promotion must be recommended by the Superintendent to the Executive Director in writing and approved by the Board.
- F. An employee will be eligible for promotion to Grade #3 Min., providing the Superintendent can demonstrate to the Executive Director a need for the promotion. Board approval is required.

SYSTEM MAINTENANCE GRADE #3:

- A. Employee must have the knowledge, experience and ability to perform all jobs assigned within the collection system/maintenance program and the pump station/lift station maintenance program.
- B. Employee must possess a valid NJDEP C-1 License.
- C. Employee must have complete knowledge to perform all inspections in compliance with the Authority's Rules and Regulations. This knowledge must be confirmed by the Superintendent in writing to the Executive Director.
- D. Employee must have ability to work with and supervise Authority employees.
- E. Upon completing one (1) year as a System Maintenance Grade #3 Min., an employee will become eligible for promotion to Grade #3 Max. The promotion must be recommended by the Superintendent to the Executive Director in writing and approved by the Board.
- F. An employee may be considered for promotion to System Maintenance Grade #2 Min., only if a need for a Grade #2 Min. position is recommended to the Executive Director by the Superintendent. Board approval is required before any promotion can be announced.

SYSTEM MAINTENANCE GRADE #2:

- A. Employee must possess a NJDEP C-2 License.
- B. Employee must have the knowledge and experience to read and understand sanitary sewer contract plans and specifications.

- C. Employee must have the knowledge and ability to work well with others and demonstrate the ability to supervise employees, to the satisfaction of the Superintendent and Executive Director.
- D. Upon completing one (1) year as a System Maintenance Grade #2 Min., an employee will become eligible for promotion to Grade #2 Max. The promotion must be recommended by the Superintendent in writing to the Executive Director and approved by the Board.
- E. An employee will become eligible for promotion to Grade #1 Min., should a need for this position become available. The need for a Grade #1 Min. position must be recommended to the Executive Director by the Superintendent in writing and approved by the Board before any promotion shall be announced.

SYSTEM MAINTENANCE GRADE #1:

- A. Employee must possess a NJDEP C-3 License.
- B. Employee must demonstrate the knowledge and ability to read and understand sanitary sewer contract plans and specifications.
- C. Employee must have complete knowledge of all Authority Rules and Regulations.
- D. Employee must demonstrate the ability and knowledge to perform independently all system maintenance operations, including planning and coordinating work assignments.
- E. Employee must demonstrate the ability to supervise Authority lower grade personnel.
- F. Employee must demonstrate the ability to operate all Authority equipment and tools, including but not limited to:
 - 1. Video equipment, including pipe seal unit.
 - 2. Jet-Vac truck.
 - 3. Backhoe.
 - 4. All generators.
 - 5. Trench-shoring.
- G. Employee must have knowledge of all safety equipment and operations, including D.O.T. traffic control requirements.
- H. Employee must demonstrate the knowledge and ability to perform all maintenance duties independently in the absence of the Superintendent.
- I. Upon satisfactorily completing performance as a Grade #1 Min., an employee will become eligible for promotion to Grade #1 Max. This promotion must be recommended to the Executive Director by the Superintendent in writing and approved by the Board.

\$
PER HOUR WAGE RATE

	<u>1997</u>	<u>1998</u>	<u>1999</u>	
SYSTEM MAINTENANCE	10.23	10.73	11.23	MIN.
GRADE #6	11.23	11.73	12.23	MAX.
SYSTEM MAINTENANCE	11.77	12.27	12.77	MIN.
GRADE #5	12.73	13.23	13.73	MAX.
SYSTEM MAINTENANCE	13.37	13.87	14.37	MIN.
GRADE #4	13.96	14.46	14.96	MAX.
SYSTEM MAINTENANCE	14.57	15.07	15.57	MIN.
GRADE #3	15.19	15.69	16.19	MAX.
SYSTEM MAINTENANCE	15.86	16.36	16.86	MIN.
GRADE #2	16.73	17.23	17.73	MAX.
SYSTEM MAINTENANCE	17.47	17.97	18.47	MIN.
GRADE #1	18.28	18.78	19.28	MAX.

Per Hour Increase: \$.40 \$.50 \$.50

In compliance with the 1997 Union negotiations, hourly wages will be increased as outlined below:

1. January 1, 1997 - Hourly rates shall be increased by \$.40 (forty cents) per hour.
2. January 1, 1998 - Hourly rates shall be increased by \$.50 (fifty cents) per hour.
3. January 1, 1999 - Hourly rates shall be increased by \$.50 (fifty cents) per hour.

SCHEDULE C

It shall be the policy of the Authority that when an employee applies for and becomes eligible for temporary disability benefits, the Authority will issue a check to the employee equal to the amount that the employee would be eligible to receive from the Disability Insurance Fund of the State of New Jersey. Such payment shall be considered to be a loan to cover the waiting period required for eligibility under the N.J. State Temporary Disability Requirements as well as the administrative time required by the State to forward payment (maximum loan three (3) weeks). This policy is being implemented as an accommodation so as not to cause any undue hardship upon the employee due to the lack of continued cash flow.

The employee upon receipt of temporary and/or permanent disability monies will immediately pay back to the Authority the loan payment advanced to the employee. In the event said payment is not made the Berkeley Township Sewerage Authority may take whatever steps necessary to collect monies due and the employee will be responsible for all costs incurred in said collection efforts including reasonable attorney fees.

This loan payment shall not in any way be construed as payment of wages, or compensation for hours worked or earned, sick benefits, or any other compensatory benefit due to the employee.