

**AGREEMENT**

BETWEEN

***THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY***

and

***OFFICE/TECHNICAL GROUP & PROFESSIONAL GROUP***

For the Contract Term of:

January 1, 2023 through December 31, 2025

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## **1. RECOGNITION**

- 1.1 This Agreement has been entered into as of the 26<sup>th</sup> day of October, 2023, by and between The Brick Township Municipal Utilities Authority (hereinafter called the "Authority") and the Office/Technical (hereinafter called the "O/T Group") and the Professional Group (hereinafter called the "Professional Group"). This Agreement shall be in effect from January 1, 2023 through December 31, 2025.
- 1.2 If there is a question on anything in this Agreement at any time pertaining to clarifications and/or interpretation, a joint discussion will be held between the Executive Director and the O/T Group and the Professional Group. The results of said meeting shall be mutually agreed to by the Executive Director and *the Groups* and be put in writing. The *Group* representatives, duly elected by the employees, are empowered to act on behalf of the employees.
- 1.3 The Authority and its agents will not discriminate in any manner whatsoever against any member of the Groups because of said membership and activity.
- 1.4 Regular meetings of the Groups will be held outside of working hours.
- 1.5 **Management Rights**

The Authority retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitutions of the State of New Jersey and the United States of America, except as may be specifically modified by this Agreement. These rights will include, but not be limited to, full operating efficiency and productivity in the direction of the workforce. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing statutes are hereby reserved by the Authority as its management prerogatives and rights. Input via the Off Group and the Professional Group will be considered when applicable.

### **1.6 No-Strike Clause**

During the period of January 1, 2023 through December 31, 2025 and notwithstanding any change in existing law, the employees shall not have the right to engage in any slowdown, work stoppage, strike, or similar type of concerted action. The sole method for resolving any disagreement of the employment relationship shall be covered by the procedure contained in this Agreement or by legal remedies available to the parties that do not constitute strikes or work stoppages.

## **2. NEGOTIATION PROCEDURES**

- 2.1 On or about October 1 of the calendar year preceding the expiration of this Agreement, the Authority and O/T Group and the Professional Group agree to enter into collective negotiations on a successor Agreement in accordance with Chapter 303, Public Law 1975, as amended.
- 2.2 On or about October 1, the O/T Group and the Professional Group shall present its entire written proposal to the Authority. A negotiation session shall then be held.
- 2.3 If a successor Agreement is not finalized by December 31<sup>ST</sup> of the final year of the agreement, the present Agreement will remain in effect until such time as a new Agreement is signed.

### **3. EMPLOYMENT STATUS**

#### **3.1 Hiring Practice – General**

The Authority will hire on the basis of qualifications, without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, religious or political affiliation, gender identity or expression, disability, nationality or sex.

#### **3.2 Probationary Employee**

For appointments in Authority service, the working test or probationary period shall be 90 calendar days, not subject to extension. During that period, the probationary employee will receive no benefits as described in this collective bargaining agreement. Holiday pay, however, will be held by the Authority and be paid to the employee upon successful completion of the probationary period.

The Authority may terminate the service at any time of any such appointee if, in the opinion of Management, the appointee is incapable, unable, or unwilling to perform the duties of the position satisfactorily or is of such reputation, habits, or capabilities as not to merit continuance in the service. In each such case, the Authority shall give notice to the appointee whose service is discontinued.

During the probationary period the Supervisor shall evaluate the probationary employee three times: on or about day 30 of the probationary period, on or about day 60 of the probationary period and on or about day 90 of the probationary period but no later than the last working day prior to day 90 of the probationary period.

There shall be a probationary period of 90 calendar days for new employees and for employees who have changed classification.

For a change in department/division, or for promotion, the probationary period shall be for 90 calendar days and all current benefits will continue during this period.

#### **3.3 Temporary Employee**

A temporary employee is one who is:

- (a) hired to replace a regular employee who cannot work for a specified period of time.
- (b) hired for a specific job, for a specified period of time.

Temporary employees are hired any time of year BUT not to exceed 90 consecutive calendar days-or the contract shall prevail.

If the temporary job turns into a permanent one, then the job will be posted, the same as any other opening in the company. Anyone hired for a temporary position longer than 90 calendar days will be issued uniforms, if required for the position, and will receive all benefits.

Temporary personnel will have the right to bid on jobs posted; however, they will not be given credit for length of service or experience gained while on temporary status.

### 3.4 **Seasonal Employee**

A seasonal employee is classified as one who is hired to work during the summer months. Seasonal employees are employees who are employed during the months of May through September and whose employment is terminated by the end of the season and employed not more than 90 consecutive calendar days.

### 3.5 **Permanent Employee**

A permanent employee is one who has completed the probationary period. Upon successful completion of the probationary period, personal, sick and vacation time shall accumulate from the first day of employment, but any unearned time absent during the probationary period will not be payable.

### 3.6 **Relatives**

Relatives of an employee may be hired, but under no circumstances shall a relative be allowed to be supervised by a relative.

### 3.7 **Resignation**

Notice of resignation is to be submitted to the Department Director in writing, indicating the exact date of resignation. A minimum notice of two weeks is required for the resignation to be in good standing, unless a special request is made by the employee to leave sooner, which must be approved by the Executive Director. The employee will remain on duty for the period of notice. Failure to give adequate notice will result in a resignation that is not in good standing.

If any employee has given two weeks notice and is advised that he may leave before the notice period expires, he will receive pay for the remaining portion of the notice period. All Authority issued property and identification issued to the employee must be turned in prior to receipt of the final paycheck.

### 3.8 **Posting of Jobs**

All openings for permanent positions will be posted on bulletin boards, and a copy of the posting will be supplied to the Group Representatives. All employees may bid on such job openings, and applications submitted in writing will be reviewed jointly by the Supervisor, Department Head, and Executive Director. The following conditions apply to posting of jobs:

- (a) Jobs are to be posted for seven (7) working days.
- (b) Applications are to be submitted in writing to the Department Head.
- (c) All internal applicants will be notified in writing as to status of the selection within five working days after approval by the Board of Commissioners.
- (d) Jobs will be filled on a temporary basis if a grievance as to selection is submitted in writing.
- (e) If more than one employee qualifies for the position, seniority shall prevail, provided all qualifications are equal.
- (f) The Department Head shall notify the appropriate group representative of selection prior to filling the position.



Employees will not be permitted to downgrade themselves, unless there are extenuating circumstances approved by the Executive Director, which are in the best interests of the Authority and the employee concerned.

If the Executive Director finds it necessary to fill any position on a temporary basis for longer than a two-week period, the appropriate group representatives will be notified prior to the appointment being made.

**3.9 Job Classification**

The Authority reserves the right to review the present job classification of each employee and, should the Authority deem it necessary, may promote or demote with a commensurate adjustment to the employees' salary. Said promotion or demotion will take place only after a joint meeting with the appropriate group representative and the Executive Director.

Job descriptions for all positions covered by this Agreement will be made part of the Agreement document.

**3.10 Employee Evaluations**

Every employee will be evaluated a minimum of once a year by the immediate Supervisor, on a schedule and procedure as formulated by the Executive Director.

The performance and disciplinary appraisal will be conducted a minimum of once a year in narrative form and shall become part of each employee's personnel file.

Signing of the evaluation form by the employee after discussing it with the Supervisor indicates only acknowledgment that the evaluation was received, not concurrence with what it contains.

**3.11 Layoff and Recall**

In the event of layoff or transfer, the last person hired in the position in question shall be the first to be laid off or transferred. Similarly, the last person laid off or transferred shall be the first to be recalled, in accordance with seniority.

**4.0 SALARIES**

**4.1 Salary Increases**

Effective January 1st of each year of this contract, salaries of all bargaining unit members will be increased as follows:

<b>Year</b>	<b>Increase</b>
2023	4%, or \$2,000.00, whichever is greater and retroactive to January 1, 2023
2024	4%, or \$2,000.00, whichever is greater
2025	4%, or \$2,000.00, whichever is greater

Adjustments will be made to the minimum starting salary in years 1 and 3 of the contract. Effective January 1, 2023, the minimum starting salary shall be \$16.00/hr, retroactive to January 1, 2023. In year 3, effective January 1, 2025, the minimum starting salary shall be increased to \$17.00/hr.

Any applicable salary increases that would have taken effect prior to the execution of this bargaining agreement and any applicable retroactive payments, shall apply only to permanent employees as defined by this agreement who are employed by the Authority on the date of execution of this collective bargaining agreement. Employees who are no longer employed by the Authority on the date of execution of this collective bargaining agreement due to a NJ Division of Pensions approved Retirement, would receive any salary increases that would have taken effect prior to the execution of this bargaining agreement and any applicable retroactive payments through the last official day of employment.

After satisfactory completion of the initial 90 day probationary period, the employee may receive an increase in salary as determined through performance review by Management.

For the term of this contract, the hourly rate of pay shall be constituted as follows: The minimum rate of pay for a position shall normally be paid upon initial appointment to that position. Higher rates of pay can be established for employees after the probationary period of 90 calendar days or if the employee displays exceptional job performance and/or significantly increased responsibilities, as determined through performance review by Management.

#### 4.2 **Paychecks**

Paychecks will be issued weekly. If the normal pay day falls on a holiday, paychecks will be issued on the closest possible prior workday.

Advance pay will be given for vacation days provided the request is for five days or more. Advance vacation pay will be given only for the number of vacation days which fall on or before the pay days on which the employee will be on vacation.

All requests for advance vacation pay must be received by the Payroll Department by the Friday prior to the pay day when the check is to be received.

#### 4.3 **Payroll Deductions**

Payroll deductions will be made for Federal and State income taxes, Social Security tax, State Unemployment Insurance, State Disability Insurance, and, in the case of permanent employees, the Public Employees Retirement System (PERS) payments and contributory insurance.

Should the O/T Group and Professional Group arrange to form a Credit Union, the Authority will allow payroll deductions for this purpose at the employee's option.

#### 4.4 **Licenses**

Pursuant to a Resolution approved by the BTMUA dated June 22, 2015, and a subsequent revision to the below table, the Office/Technical & Professional Group will qualify for a license/certification incentive pursuant to the parameters listed below:



<b>License / Certification</b>	<b>Salary/Stipend Incentive</b>
C1 - Wastewater Collection License	\$2.50/hr (2)
C2 - Wastewater Collection License	\$2.50/hr (2)
C3 - Wastewater Collection License	\$2.50/hr (2)
C4 - Wastewater Collection License	\$3.00/hr (2) (3)
T1 — Water Treatment System License	\$2.50/hr (2)
T2 — Water Treatment System License	\$2.50/hr (2)
T3 — Water Treatment System License	\$2.50/hr (2)
T4 — Water Treatment System License	\$3.00/hr (2) (3)
W1 — Water Distribution License	\$2.50/hr (2)
W2 — Water Distribution License	\$2.50/hr (2)
W3 — Water Distribution License	\$2.50/hr (2)
W4 — Water Distribution License	\$3.00/hr (2) (3)
Backflow Prevention Tester	\$250 (1)
Electrician — Journeyman	\$2.50/hr (2)
Pesticide/Fertilizer Applicator License	\$250 (4)
ASE Mechanic Certification	\$250 (4)
Certified Welder	\$2.50/hr
Certified Machinist	\$2.50/hr
Qualified Purchasing Agent	\$2.50/hr

- Notes:
- (1) represents one-time bonus
  - (2) one-time hourly increase for each group class (C, T, W) upgrade (i.e., employee obtains both C2 & T2 license and would receive \$2.50/hr. increase Not \$5.00/hr)
  - (3) \$2.50/hr additional increase for operator of record
  - (4) represents one-time bonus for each type of license/certification
  - (5) applies to primary and secondary (backup) QPA as designated by the Authority via Resolution

Prospectively the MUA shall pay the fee for obtaining the initial CDL endorsement. All other requirements associated with the CDL shall be the employee's responsibility. In the event that an employee leaves the employ of the MUA before the expiration of the period of the license, the employee shall reimburse the MUA on a pro rate basis for the cost of the license and training time.

Conditions of completing classes and taking exams:

1. The Authority pays up front for the class.
2. If the employee fails to get a certification of successful completion the Authority will not provide additional up front funding for any future classes.

3. The Authority will pay the up-front testing fees. If the Employee fails the test on their first attempt, the Authority will not pay up front for the second test fee. However, if the employee is successful at their second testing attempt the Authority will reimburse the employee the testing fee.
4. The Authority pays for books associated with the class/testing.
5. The Authority will NOT pay for subsequent testing, i.e. a level two class preparation unless the first level has been successfully completed.
6. All licenses and certifications are available to those employees when it is applicable to their current job functions within the Authority. An application must be submitted prior to enrollment in courses. Authorization will be determined in accordance with the needs of the Authority's organizational structure.
7. In the event that an employee voluntarily terminates his/her employment less than two (2) years after successfully completing the course for which he/she is reimbursed, then the employee shall repay the Authority 100% of his/her reimbursement if during the first year and a 50% reimbursement if during the second year.

## 5. HOURS OF WORK AND OVERTIME

### 5.1 Normal Work Week

The normal work week shall be five days of eight hours each, within the period commencing 12:01 a.m. Monday and ending at midnight on Sunday as assigned, with a one-hour, non-paid meal period each day between 11:00 a.m. and 2:00 p.m. or as assigned.

### 5.2 Flex Time

Flex hours for not less than a six (6) month period will be considered for employees wishing to pursue this option. However, all shift changes will be considered with the efficient and orderly operation of the authority in mind. These shift changes can be brought forth by both labor and management and the Authority reserves the right to create and staff shifts that will provide for the most efficient use of manpower.

### 5.3 Tardiness

Penalties for tardiness shall be incurred as follows:

- 1-6 minutes after start of shift — no deduction from pay.
- (without prior notification) More than 6 minutes after start of shift: exact time involved in 6 minute increments. (See also Section 6, Discharge and Discipline)

An employee who is tardy more than four times during any year of this Agreement will be subject to a hearing by the O/T Group or Professional Group and the Executive Director to determine what action, if any, should be taken.

### 5.4 Overtime

Employees shall be expected to complete their work in the time allotted to them in a normal workday. Any employee scheduled by management to work beyond the standard shift shall be paid at the over time rate of one and one-half times the regular base pay for all hours worked in excess of the normal shift in any given day.

Any hours worked beyond the normal work week will be paid at the appropriate overtime rates. In this case, "normal work week" will include holidays and emergency closings.

Employees working a five-day work week will receive straight time for the first five days; one and one-half times the regular straight base rate for the sixth consecutive day; and twice the regular straight base rate for authorized work performed on the seventh consecutive day, regardless of the starting day of the work week.

Those employees who must remain at work when others are discharged early (Christmas Eve, New Year's Eve) shall receive comp time for the number of hours involved, in addition to their normal pay. During such times, no adjustment will be given to those employees who are on vacation or absent for personal or sick time.

#### **5.5 Comp Time**

In lieu of overtime pay, the employee may opt to accrue compensatory time at the applicable overtime rate for any hours worked in excess of their 40 hour work week; as approved by the Executive Director. In regard to accrued compensatory time, a maximum accumulation of forty (40) hours will be allowed, The time accrued during the calendar year will be used by December 31 of that year, or it will be paid in overtime. The use of compensatory time is to be approved by the Supervisor or Department Head with as much advanced notice as possible.

#### **5.6 Civic Duty and Other Emergencies**

When necessary during an emergency for the protection of life and property, employees may be called upon to perform civic duty including major firefighting, civilian defense, and other types of emergency services. When called upon to perform civic duty the employee must notify the Supervisor before leaving the job. Management reserves the right to request a letter from appropriate official entities including, the Civil Defense Coordinator or the Fire Chief, which would be submitted after the fact, indicating that the services of this particular individual were necessary to provide such civic duty. 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.

### **6. DISCHARGE AND DISCIPLINE**

Employees who violate this Agreement shall 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 appropriate group representative. 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 appropriate group representative present.

Every employee shall have the right to review his/her own personnel file in the presence of his/ her Supervisor or the Human Resource Supervisor. A request to do this must be done through the employee's Supervisor, who will make the necessary arrangements for the review after working hours.

If an employee wishes to have an infraction letter removed from the file, the employee may make such a request in writing to the Executive Director, with a copy submitted to the Department Head. Consideration of the request will be given by a review board consisting of the Executive Director and the appropriate Group representative. Upon consent of the review board, the infraction letter under consideration will be removed.

## **7. GRIEVANCE PROCEDURES**

Any employee or group of employees may present a grievance with freedom from coercion, reprisal, or discrimination. The grievance procedure is as follows:

- a) The employee must submit the grievance in writing to the department director within five (5) working days of the occurrence. Failure to act within said five (5) day period will be deemed to constitute a waiver of the grievance.
- b) If the grievance is not resolved within ten (10) working days, the appropriate Group representative then may bring it to the attention of the Executive Director.
- c) If the grievance is not responded to by the Executive Director within ten working days after submittal, the appropriate group representative shall submit it to the Authority Personnel Committee.
- d) Within five working days of submittal to the Personnel Committee, a meeting will be arranged to discuss the grievance, after which a written response will be provided to the employee and the appropriate group representative within ten (10) working days after the meeting.
- e) The employee may attend the grievance meetings.

## **8. HOLIDAYS**

8.1 The Authority recognizes the following thirteen days as holidays:

New Year's Day	Fourth of July	Veterans Day
Martin Luther King Jr. Day	Labor Day	Thanksgiving Day
President's Day	Columbus Day	Day After Thanksgiving
Good Friday	Election Day	Christmas Day
Memorial Day		

If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday; if it falls on a Sunday, the following Monday will be observed as a holiday. General Election Day shall be considered a floating holiday to be designated by the Executive Director at the beginning of each year.

8.2 In order to receive holiday pay, employees must work the day before and the day after, (excluding pre-authorized personal and vacation time) if each of those days is a normal work day. Should an employee call in sick on either of said days, a doctor's certificate shall be required.

8.3 If required to work because of a unique circumstance on an approved holiday, the employee will receive double time for the standard shift plus the standard normal shift pay. If the employee should work beyond the standard shift time, the employee will receive double time for the additional time.

Compensation for a holiday not worked shall be computed on the basis of the employee's standard shift hours.

#### 8.4 Inclement Weather Days:

When weather emergencies exist, the Executive Director shall make the decision as to whether or not the Authority offices will be closed. If the Authority offices are closed, critical personnel as designated by the Department Head may be called in. Decision shall be promulgated according to the phone method, as well as on the radio stations authorized.

Critical personnel who are called in and work will receive overtime pay for time worked and comp day is eliminated. Non-critical personnel who are working at the time that an emergency closure is declared, will be paid a standard rate of pay for the actual hours of excused time for which the Authority offices are officially closed. Non-Critical Personnel will be paid for their regular work day should the Executive Director declare the Authority offices closed prior to the start of a work shift. NOTE: Should this occur when an Employee has previously scheduled benefit time (i.e. vacation or personal time) Emergency Closing Absence time will not be applicable.

### 9. VACATION

#### 9.1 Vacation Time Earned

Employees will earn annual paid vacation time according to the following schedule:

<i>0-1 year</i>	<i>1 day/month</i>
<i>1-5 years</i>	<i>12 days</i>
<i>6-10 years</i>	<i>18 days</i>
<i>11-15 years</i>	<i>20 days</i>
<i>16-29 years</i>	<i>26 days</i>
<i>30 years +</i>	<i>28 days</i>

For the purpose of computing overtime pay, earned vacation days taken during the pay period will be considered as days actually worked. Overtime during this pay period must be approved by the Department Head in advance.

#### 9.2 Vacation Request Procedure

In December of each year, vacation requests for the coming year will be submitted to the employee's immediate supervisor for approval. Upon approval by the Department Head, the request will be submitted to the Executive Director.

All other vacation requests must be submitted five days in advance. Such a request must be approved by the Supervisor, Department Head, and Executive Director.

Vacation requests will be scheduled with full consideration for the effective operation of the department, and employees with the greatest length of service will receive preference in choice of vacation period insofar as effective staffing requirements are met. However, once a vacation request has been approved, it cannot be displaced by a higher seniority person.



### 9.3 Advance Vacation

Employees with one year or more of service may request vacation time in advance for no more than the number of days to be earned during the calendar year.

### 9.4 Illness During Vacation

Should an employee become ill during vacation, a doctor's certificate shall be required to substitute sick time for the vacation time.

### 9.5 Vacation Pay on Termination

Unused vacation time will be paid to any employee leaving the service of the Authority. Payment will be made on a pro-rated basis of the individual's current vacation schedule. Similarly, unearned vacation time which may have been taken in advance will be deducted from the final pay check.

### 9.6 Vacation Accrual

Employees cannot carry more than one year of accrued vacation time into the next year. Vacation time will not accrue while an employee is on extended leave of absence, workers' compensation, or disability absence.

## 10. LEAVES OF ABSENCE

### 10.1 Sick Leave

"Sick Leave" is defined as absence from duty because of personal illness or accident by reason of which the employee is unable to perform the usual duties of his position; exposure to a contagious disease; or a period of emergency attendance upon an ill family member requiring the presence of the employee.

The employee is entitled to use the accumulated sick leave, with pay, if and when needed.

Employees absent on sick leave for a period of five working days or longer shall present to the supervisor upon return to work a certificate of medical disability completed by a physician. Such certification may be required for absences of less than five days for employees having records of repeated absences.

In the case of absence on sick leave, the employee must notify the supervisor as early as possible before the regular starting time. Failure to notify the supervisor may constitute for disciplinary action.

Employees will earn paid sick leave according to the following schedule:

During the first year of employment:	1 day for each month worked
After the first year of employment:	12 days per year

Employees hired prior to January 1, 2023 agree to buy-down on their sick time as noted within section 10.1.1. Sick Time Buy Downs shall cease effective with employees hired on or after January 1, 2023.

### 10.1.1 Sick Time Buy Down

In December of each year, only employees hired before January 1, 2023 shall have their sick time accumulations reviewed for Buy Down. Employees hired on or after January 1, 2023 shall have any unused sick time automatically rolled over into the succeeding year without the option of a buy-back.

Those employees who work a 40-hour week will be paid for all accumulated sick time in excess of 320 hours as of December of each year.

All employees shall be paid 1:1 at their current rate of pay for sick time over their maximum hours.

At the time of separation from the company, an employee hired prior to January 1, 2023 in good standing will receive payment in full for all sick time accrued, not to exceed \$15,000.00 gross payable within thirty (30) days of separation, or upon receipt of all Authority property whichever is greater.

For employees hired on or after January 1, 2023, at the time of retirement from the company, an employee in good standing will receive payment in full for all sick time accrued, not to exceed \$15,000.00 gross payable within thirty (30) days of separation, or upon receipt of all Authority property whichever is greater.

## 10.2 Personal Leave

### 10.2.1 Death in the Family

In the case of death in the employee's immediate family, an employee shall be granted four days consecutive leave without loss of pay. The Authority reserves the right to request reasonable proof of death.

Immediate family is defined to mean: mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, grandchild of employee or spouse, sister-in-law, brother-in-law, and step immediate family.

For absence due to death of a close member of the employee's family, one day with pay for attendance at the funeral or memorial service. "Close Family" is defined as aunt, uncle, niece, or nephew of the employee or spouse. Such absences shall not be more than two days per year.

### 10.2.2 Personal Leave of Absence

Three days shall be allowed each year for personal business that cannot be conducted outside of normal working hours.

Unused personal leave days can accrue for a period of no longer than two years.

### 10.2.3 Procedure for Extended Personal Leave of Absence

When there are important personal reasons to justify it, employees may request an extended personal leave of absence without pay, by submitting the following information in writing to the Executive Director:

- Reason for leave;
- Period of leave;

-A statement to the effect that the employee understands that if the period of leave is exceeded, that is, the employee does not return on the date specified or obtain an authorized formal extension, employment will be automatically terminated.

The Executive Director will determine whether the conditions justify the request, and will upon approval by the Board of Commissioners, inform the employee within five days, in writing, as to whether the request has been granted or denied. The written request for leave will remain in the employee's personnel file.

Such extended leave of absence will be granted for a period of one month, per request. Employees may request a total of three months, which shall be subject to the approval of the Authority.

#### 10.2.4 FMLA/NJFLA Leave

Prior to the start of the leave of absence period, the employee must make arrangements with Human Resources in regards to health benefits plan payments during the leave period. Such request shall be submitted thirty (30) days in advance when possible. Otherwise a reasonable notice, based on circumstances, shall be given. The employee may continue coverage for the leave period by making personal remittance to the Authority due on a weekly basis; such contributions to include cost for both the employee and spouse and/or dependents.

Should an employee exhaust his/her FMLA/NJFLA leave time, it will be considered a Cobra Qualifying event. Full premiums will be due by the 1<sup>st</sup> of each month to continue all insurance plans in accordance with applicable laws.

Upon return to work from leave of absence, the employee will return to the same classification as when the employee left. If the classification has increased due to cost of living or other reasons, appropriate consideration will be given to the employee by the Executive Director, based upon the length of the leave of absence.

#### 10.3 Jury Duty

The Authority will reimburse an employee for jury duty only when the employee must physically be at the courthouse serving in the capacity of a juror.

Employees summoned to jury duty will be paid regular salary by the Authority during the period of such service.

#### 10.4 Maternity Leave

Maternity Leave is addressed under the Family and Medical Leave Act.

#### 10.5 Leave Covered by Workers Compensation

If an employee is injured on the job, payment will be made by Workers' Compensation Insurance after the seventh (7<sup>th</sup>) working day of absence. The Authority will continue to pay full regular salary to an employee for a period of up to 12 (twelve) weeks following the date of injury on the job. Workers' Compensation runs concurrent with FMLA leave time. Any payments made by Workers' Compensation Insurance will be turned over to the Authority. After 12 (twelve) weeks of receiving full regular salary, the employee may be examined and evaluated by a physician and/or therapist designated by the Authority.

The employee will continue to be examined monthly by the designated W/C physician/therapist until the employee returns to work or a determination is made by Workers' Compensation Insurance.

If an employee is granted by the Authority Board of Commissioners an extension of leave covered under workers' compensation, then the employee shall continue all insurance benefits until said extension expires.

If the designated W/C physician/therapist determines that the employee is able to return to work at that time to full duty, workers' compensation payments will cease. The decisions of the Authority's designated physician/therapist shall not be subject to the arbitration provision of any Collective Bargaining agreement. Please note that vacation, sick, and personal leave time will not accrue while an employee is out on extension of leave (as granted by the Authority Board of Commissioners).

#### **10.6 Military Leave of Absence**

When a full-time employee (either permanent or temporary) who is a member of the Reserve component of any United States Armed Forces or the National Guard or any state, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee shall be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the leave shall be without pay but without loss of time. The paid leave will not be counted against any available time off including but not limited to vacation, sick, or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employee on military service will also continue to receive health insurance coverage during the period of leave plus an additional thirty (30) calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Authority's group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS) will continue accruing service and salary credit in the system during the period of paid, leave. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) also stipulates that Eligible Service may be purchased, employees must apply through the Division of Pensions and Benefits within 30 days of the end of the uniformed services.

#### **11. SMOKE-FREE FACILITIES**

All BTMUA buildings, facilities and vehicles shall be smoke-free and vapor free. Suitable receptacles have been provided outside building entrances for smoking materials to be extinguished before entering.

#### **12. BENEFIT PLANS**

The following benefits are provided to eligible employees covered by this agreement on a group basis:

- a. Basic and Major Medical Insurance
- b. Dental Insurance
- c. Vision Care Plan
- d. Prescription Drug Plan
- e. State Disability Insurance



All Employees will contribute towards the cost of insurance in accordance with the rates set forth and not less than 1.5% of employee base salary, as outlined in Attachment C.

### 12.1 Health Benefits Plan

Basic and major medical insurance is available to full-time employees and their dependents on a group basis. Enrollment is optional and requires submittal of a registration form. Coverage becomes effective when three (3) months of continuous service is completed. Basic coverage is provided by the Hospital Service Plan (Blue Cross) and the Medical-Surgical Plan (Blue Shield) of New Jersey. Coverage is paid by the Authority and by required employee contributions for the enrolled employee and dependents. The policy covers dependents to December 31<sup>th</sup> of their 26<sup>th</sup> year of age regardless of student status. Booklets outlining the contract provisions and benefits will be available in the Human Resource Department.

Retirement Benefits: The Brick Township Municipal Utilities Authority, effective January 1, 1998, shall pay health insurance premiums required by the program on a basis comparable to the reimbursement made by the State to its eligible pensioners and their dependents and reimburse the employees and/or their spouses for Federal Medicare Part B in accordance with provisions of Chapter 75, P.L. 1972 and continue as long as the State is doing so.

Eligible pensioners include those who retire on or after the above stipulated date and who receive a benefit based on 25 years or more of service credited in a State or Local administered retirement system. It also includes those who retire on disability pension based on fewer years of service credited in such retirement systems, but it does not include those who elect deferred retirement.

When required, post Retirement contributions will be calculated then collected through Automated Clearing House (ACH) Debits through the retirees personal checking account. Deductions are done on or about the 25<sup>th</sup> of the month for the upcoming coverage period for required post retirement contributions. Should a retired individual not make such funds available on the scheduled ACH debit date either through lack of funding, stop payment requests, or not notifying the Authority of a change of checking account as required on the Recurring Payment Authorization Form, all plans shall be terminated within thirty (30) days of the date of the scheduled ACH, unless cured during said time.

### 12.2 Dental Plan

The Dental Plan will reimburse the employee 100% of the eligible amount provided by the Plan. Coverage is paid by the Authority and by required employee contributions for the enrolled employee and dependents. There is a \$25.00 deductible fee required per individual with a Family maximum of \$75.00 per calendar year. The Family or Parent/Child(ren) levels of coverage is for all dependent children ages 2-26, regardless of student status until December 31<sup>st</sup> of their 26<sup>th</sup> year. The Plan covers preventative, diagnostic, and most other dental work, plus orthodontic benefits. Dental coverage has a maximum yearly benefit of \$1,800.00. Orthodontia coverage is \$1,500.00 lifetime maximum. For information on the optional DSO dental plan, including age coverage limits, please see Human Resources.

### 12.3 Vision Care Plan

It is agreed that the Authority will pay for replacing eyeglasses broken due to the performance of the employee's duties.

A vision care plan for employees and dependents will be provided by the Authority and by required employee contributions. The plan will pay charges for one eye examination and one pair of prescription



lenses and frame (or contact lenses) in each calendar year. Coverage will be in accordance with the "Schedule of Covered Services and Supplies" as furnished by the insurance carrier. Dependent coverage ends December 31<sup>s</sup> of their 26<sup>th</sup> year of age regardless of student status.

#### **12.4 Prescription Drug Plan**

Prescriptions resulting from on-the-job injuries will be paid for by the Authority, and an account for this purpose will be established at a local pharmacy setup through Workers' Compensation.

A prescription drug plan for employees and dependents will be provided by the Authority and by required employee contributions. The plan will cover the cost of prescription drugs less the schedule of co-pays to be paid by the employee as per the insurance carrier's drug formulary documents.

#### **12.5 State Temporary Disability**

To protect employees against sickness or disability not compensable under the Workers' Compensation Law, the Authority agrees to participate in the New Jersey State Temporary Disability Plan in accordance with the schedule provided by the Department of Labor. Authority policy requires that before being eligible for disability coverage, the employee must first use up any accumulated sick time on record.

##### **12.5.1 Long Term Disability Coverage**

The Authority shall provide long-term disability coverage to all full-time employees. For information on the plan, including schedule of benefits and a copy of policy coverage limits, please see Human Resources.

#### **12.6 Change of Insurance Carriers**

The Authority reserves the right to change its insurance carriers if it should be in the interest of the Authority and its employees providing that the benefits remain substantially the same.

### **13. BENEFIT WAIVER REIMBURSEMENT**

#### **13.1 Health & Prescription Coverage — "Opt Out" Program**

1. The "Opt Out" Program is offered for Health & Prescription benefits only. Dental and Vision benefits are not included in the program and you will be required to contribute minimum of 1.5% of your base salary not to exceed the total cost of coverage per month for both types of coverage.
2. The employee shall contact Human Resources Department to enroll in or terminate the "opt out" program.
3. Proof of alternative coverage is required to participate in the program. Copy of Insurance ID Card showing level of current coverage, and, when necessary, a letter from parent's employer listing you, our employee, as a covered dependent and covered-through date.
4. The employee will only be able to opt back into the Authority's health & prescription plans should alternate coverage be lost, or during open enrollment of the Authority's plans.

5. A waiver signed by the participating employee will be required confirming an understanding of items #1 and #2 above. A new waiver must be signed by participating employees each plan year.
6. State mandates regarding maximum waiver amounts have changed since the inception of our plan and are to be paid as follows:
  - Waivers shall not exceed 25% or \$5,000.00, whichever is less, of the amount saved by the employer because of the employee's waiver of coverage.
    - a. Add the total monthly health and prescription premiums together;
    - b. Subtract out what would have been the employees expected contribution by comparing (1.5% base salary) to (health and prescription premium totals and level of coverage percentage of premium), then using the larger amount;
    - c. This total will then be multiplied by 25% and compared to the maximum waiver allowed by law \$5,000.00, the lesser to which is the established allowable waiver paid by the following schedule: Equal payments will be made quarterly at the month end of January, April, July and October.
7. If the "opt out" program is terminated by the employee, the quarterly payout will be calculated on a pro-rated basis.
8. All "opt out" payments are taxable compensation to the employee under Section 125 Cafeteria Plans, cash benefit.
9. Program description and procedure are subject to change as deemed necessary by the Authority.

### 13.2 **Other Benefits**

The following benefits are provided to the employees and are mandated by law:

- (a) Participation in the Public Employee Retirement System (PERS).
- (b) Participation in the PERS Group Life Insurance Plan.
- (c) Disability Income Insurance.
- (d) Long Term Disability Coverage. The Authority shall provide long-term disability coverage to All Full-Time employees. For information on the plan, including schedule of benefits and a copy of policy coverage limits please see Human Resources.

The Authority reserves the right to change carriers, if it should be in the interest of the Board and its employees providing that the benefits remain substantially similar.

### 13.3 **Uniforms**

The distribution and assignment of uniforms will be at the discretion of the Supervisor and subject to approval by the Department Director and Executive Director. The parties agree that employees will wear such uniforms only while on MUA business.

### 13.4 **Indemnification**

In accordance with N.J.S.A. 59:10-4, entitled "Local Public Entities-Authority to Indemnify," the Authority shall have the right to indemnify employees consistent with the provisions of Title 59 of the New Jersey Statutes if the alleged act or omission upon which a claim is based occurred within the scope of the employee's employment with the Authority. However, in any case where the act committed by the employee constitutes an actual fraud, actual malice, willful conduct or intentional wrongdoing, or emanates from an act outside the scope of said employee's duties, the Authority shall not have the right to indemnify said employee.

An employee shall not be entitled to request indemnification unless within ten (10) calendar days of the time the employee is served with any summons, complaint, process, notice, demand or pleading, the employee delivers the original or a copy thereof to the Authority.

#### **14. TUITION REIMBURSEMENT**

Effective of the date of execution of this agreement, The Authority will consider paying educational expenses for employees wishing to pursue a higher education. A Training Aid Request Form for reimbursement shall be submitted in writing to the employee's immediate Supervisor prior to registering for courses. The Supervisor will submit the request with his/her recommendation to their Department Head who will in turn submit to the Executive Director for review and approval. The Executive Director will determine the merits and advantages to the Authority of such additional education.

If approved, the employee shall be entitled for reimbursement by the Authority as follows:

1. The employee with a passing grade of C or higher must submit a receipt for tuition, books, lab fees and evidence or proof of a passing *grade*.
2. Reimbursable expenses associated with tuition shall be limited to tuition (credit costs) books and lab fees. NOTE: Student fees/Registration fees are not reimbursable.
3. A calendar year maximum reimbursable amount of up to \$3000.00 total cost including books will apply.\*

\*In such cases where an employee is required to take a particular course or training at the direction of the Authority, the Authority will pay the full cost of tuition and books in advance. The amount of required or requested classes will not be included in an employee's annual maximum reimbursement amount.

Obtaining a higher education degree which may qualify an employee for an upgrade will not entitle said employee to immediate salary increase.

In the event an employee separates from employment with the Authority within two (2) years of the date of finishing the course, the employee shall remit payment back to the Authority in the amount which the employee was reimbursed by the Authority.

## Attachment A

### Listing of Employee Job Titles Covered Under the Office Technical Group Agreement

Senior Accounting Clerk  
Customer Service Billing Clerk  
Customer Service Clerk  
Customer Service Specialist  
Document Archive Clerk  
Field Secretary  
Office Resource Clerk  
Principal Customer Service Clerk  
Secretary  
Senior Accounts Payable Coordinator  
Senior Customer Service Clerk  
Senior Customer Service Specialist  
Senior Purchasing Assistant  
Senior Secretary  
Senior Inspector  
Senior Laboratory Tech/Sampler  
Senior Technician Sampler Lab

Project

**Attachment B**

**Listing of Employee Job Titles Covered Under  
the Professional Group Agreement**

- Administrative Assistant
- Chief Operator
- Foreman
- GIS Administrator
- Senior Health & Safety Officer
- IT Technician
- Laboratory Technician
- Project Manager I
- Project Manager II
- Project Manager III
- Senior Foreman
- Senior Lab Technician
- Senior Systems Analyst/Programmer
- Senior Watershed Technician
- Senior Administrative Assistant
- Senior Asset Management Administrator
- Senior Executive Administrative Assistant
- Senior Water Quality Technician
- Staff Accountant
- Senior Staff Accountant
- Watershed Technician



## Attachment C Contribution Rates

Salary Range	Tier 4 Premium %
10 - 20	
20,000 - 24,999.99	

SINGLE COVERAGE	
less than 20,000	4.50
20,000 - 24,999.99	5.50
25,000 - 29,999.99	7.50
30,000 - 34,999.99	10.00
35,000 - 39,999.99	11.00
40,000 - 44,999.99	12.00
45,000 - 49,999.99	14.00
50,000 - 54,999.99	20.00
55,000 - 59,999.99	23.00
60,000 - 64,999.99	27.00
65,000 - 69,999.99	29.00
70,000 - 74,999.99	32.00
75,000 - 79,999.99	33.00
80,000 - 94,999.99	34.00
95,000 and over	35.00

FAMILY COVERAGE	
less than 25,000	3.00
25,000 - 29,999.99	4.00
30,000 - 34,999.99	5.00
35,000 - 39,999.99	6.00
40,000 - 44,999.99	7.00
45,000 - 49,999.99	9.00
50,000 - 54,999.99	12.00
55,000 - 59,999.99	14.00
60,000 - 64,999.99	17.00
65,000 - 69,999.99	19.00
70,000 - 74,999.99	22.00
75,000 - 79,999.99	23.00
80,000 - 84,999.99	24.00
85,000 - 89,999.99	26.00
90,000 - 94,999.99	28.00
95,000 - 99,999.99	29.00
100,000 - 109,999.99	32.00
110,000 and over	35.00

Member/Spouse/Partner or Parent/Child Coverage	
less than 25,000	3.50
25,000 - 29,999.99	4.50
30,000 - 34,999.99	6.00
35,000 - 39,999.99	7.00
40,000 - 44,999.99	8.00
45,000 - 49,999.99	10.00
50,000 - 54,999.99	15.00
55,000 - 59,999.99	17.00
60,000 - 64,999.99	21.00
65,000 - 69,999.99	23.00
70,000 - 74,999.99	26.00
75,000 - 79,999.99	27.00
80,000 - 84,999.99	28.00
85,000 - 99,999.99	30.00
100,000 and over	35.00

AGREEMENT ACKNOWLEDGEMENT PAGE

ACCEPTED THIS 26<sup>TH</sup> DAY OF OCTOBER, 2023

For the Authority:

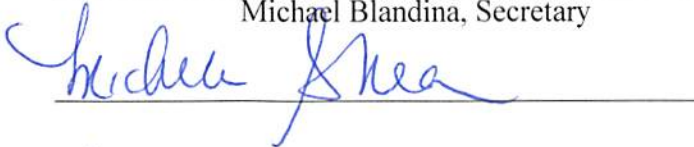


Thomas C. Curtis, Chairman



Michael Blandina, Secretary

For the Office/Technical Group:



For the Professional Group:

