

AGREEMENT
BETWEEN
OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY
AND
OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY
ASSOCIATION
IFPTE, LOCAL 196

June 1, 2012 through May 31, 2015

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PREAMBLE

THIS AGREEMENT is made and entered into this ____ day of February 2013,
by and between **OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY**, a
corporation of the State of New Jersey (hereinafter called the "AUTHORITY") and **OLD
BRIDGE MUNICIPAL UTILITIES AUTHORITY ASSOCIATION, IFPTE,
LOCAL 196** (hereinafter called the "ASSOCIATION").

ARTICLE I

General Provisions

It is not the intent that any provisions of this contract shall violate any Act, Statute or Law, which may be pertinent thereto.

ARTICLE II

Recognition

Section 1

A. The Authority hereby recognizes the Association as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for all blue and white collar employees in the classifications appended hereto Schedule A who are employed by the Authority, excluding all supervisors, managerial executives, confidential employees, and all other employees of the Authority.

B. In the event new job classifications are created by the Authority, which the Association wishes to represent under this Agreement, the Association may make request for such representation to the Authority. If the Authority so agrees, the classifications will be included in this Agreement by an amendment. If there is no agreement on the inclusion of such titles, either party to this Agreement, or both, may file a petition of unit clarification with the Public Employment Relations Commission.

Section 2

Unless otherwise indicated, the term "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females.

ARTICLE III

Hiring of New Employees

Section 1

The management of the Authority shall be the final judge of a new employee's qualifications for employment.

Section 2

Within one (1) month after the hiring of any new employee, the Authority shall notify the Association, in writing, of the employee's name, classification, hiring date, rate of pay and residence address. Each employee covered by this Agreement may become a member of the Association sixty (60) calendar days after such hiring. The first sixty (60) calendar days of employment shall be a probationary period for new employees. The Authority shall have the right to discharge any new employee during the new employee's probationary period, and such discharge shall not be grievable or subject to arbitration. The Authority may extend the probationary period of any employee for a period of up to an additional thirty (30) calendar days beyond the aforesaid sixty (60) calendar days. The Association shall be notified in writing of any extension of the probationary period as permitted by Section 2 above.

ARTICLE IV

Association Rights and Dues Deduction

Section 1: Dues – Members

A. The Authority hereby agrees to deduct from the salaries of its employees covered by this Agreement dues for the Association membership in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records regarding any collections, shall be transmitted to the Association office by the end of each monthly pay period in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Association shall furnish to the Authority written notice thirty (30) days prior to the effective date of such change on stationary bearing the Association letterhead.

B. Any employee by this agreement may withdraw his authority for the deduction from his salary of such dues, in writing, by filing a notice of such withdrawal with the Comptroller of the Authority and with the President of the Association. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date upon which notice of withdrawal is filed.

C. The Association will provide the necessary check-off authorization forms and secure signatures of its members on said forms and deliver said forms to the designated Authority officials, as provided for in N.J.S.A.52.14-15.9(e), as amended.

D. The Association will indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards submitted by the Association to the Authority or any action taken by the Authority

under provisions of this Article. Similarly, the Authority will indemnify, defend, and save the Association harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the deduction of dues for Association membership, which are made in error by the Authority under provisions of this Article.

Section 2 Dues-Agency Fee

A. Representation Fee

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

B. Computation of Fair Share Fee

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

C. Challenging Assessment Procedure

(1) The Association agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

(2) In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Authority pending final resolution of the challenge.

D. Payment of Fee

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

E. Association Responsibility

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

F. Indemnification

(1) The Association shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon fair share information furnished by the Association or its representatives. Similarly, the Authority shall indemnify, defend, and save the Association harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of representation fees which are deducted from employees in error by the Authority under provisions of this Article.

(2) Any action engaged in by the Association, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

Section 3

A. The Authority shall provide one bulletin board for white collar employees and one at each plant for blue collar employees for the purpose of Association business.

B. Notice of Association meetings, official Association business, Association social, recreational or educational events shall be the material posted by the Association. Such notices shall be signed by the Association prior to posting. No notices of a political nature, nor notices disrespectful to the Authority or of officials of the Authority shall be posted on said bulletin boards.

Section 4

The Association shall have the right to accompany and represent any member of the bargaining unit who is required to meet with a member of management or the Authority and/or its agent(s) when the employee has reason to believe that disciplinary action may occur as a result of said meeting. Said representation shall be without loss of pay. The Association, at its sole discretion, shall have the right to its labor or legal representation at no expense to the Authority.

This shall not be inferred as requiring a representative to accompany any employee request to meet with a supervisor or member of management for the purpose of discussing normal routines of the day-to-day operation, including normal conversations of directions and means of job improvement.

Section 5

The Association shall have the right to receive copies of information necessary to carry out its functions as a bargaining agent. Said information shall include, but not be limited to copies of budgets and audits reports, bond prospectus, Authority policies, rules and regulations, personnel information, and personnel files which may be applicable and germane to the processing of grievances. In the case of personnel files, the Association shall present a written release from the person(s) whose file(s) is/are being requested. The Association shall hold the Authority harmless in this regard.

A reasonable copying charge of the Association may be required.

Section 6

All of the aforementioned rights within the Article, along with all other rights traditionally extended to labor organizations, shall be extended solely and exclusively to the Association.

ARTICLE V

Non-Discrimination

Section 1

The Authority and the Association agree that there shall be no discrimination against any employee because of race, creed, age, color, sex, national origin or political affiliation.

Section 2

The Authority and the Association agree that all employees covered under this agreement shall have the right without fear of penalty of reprisal to form, join, and assist any employee organization or to refrain from any such activity. Neither party shall discriminate, interfere, transfer, demote or discharge any employee solely because of the employee's membership or non-membership or activity in the Association. Neither party will apply or interpret the provisions of this Agreement contrary to the applicable law pertaining to equal employment opportunity and non-discrimination.

Section 3

Any employee who believes that he or she has been discriminated against in any manner as provided in this Article shall have the right to file grievance directly with the Executive Director or Affirmative Action officer, or to file a grievance in accordance with the aforesaid grievance procedure. This decision shall be at the sole discretion of the employee.

ARTICLE VI

Seniority

Section 1

A. Overall or plant-wide, seniority is defined as an employee's length of service with the Authority beginning with the employee's last date of commencing work with the Authority, except as otherwise provided in the following two (2) sentences. After two (2) years of employment with the Authority, an employee who is then laid off or resigns will have his length of service frozen for a period of up to one (1) year of lay-off or resignation during which time no seniority shall accrue. In the event the employee is returned to work from lay-off or re-employed by the Authority within the year, he shall resume the seniority he had prior to the lay-off or resignation. In no event shall the aforementioned seniority provisions apply to an employee who had been terminated.

B. Overall or plant-wide seniority shall prevail as to lay-offs and rehires, with such seniority applying separately among the three divisions and among clerical employees and blue-collar workers. Employees laid off, who are then rehired, shall be trained by the Authority to perform any remaining work not requiring a specific license, degree, accreditation, or long-term training, prior to hiring any new employees to perform such work. Said training period shall not exceed three (3) months in duration and the obligation of the Authority to so train shall cease one (1) year following the layoff. Further, said training shall be separate for clerical employees and blue-collar employees, as well as separate for the three divisions.

C. Three (3) completely separate seniority lists will be maintained for each of the divisions – water, sewer and engineering and, in addition, seniority lists will be separate

as between clerical employees and blue collar employees. The provisions of this article shall apply to all members of each division, and between blue and white-collar employees, separately, distinctly and completely.

D. In the Water Division there shall be overall or "plant-wide" seniority for all areas where seniority is a factor except for overtime rotation, which shall be by department. In the Sewer and Engineering Divisions, overall or plant-wide seniority shall be used in all cases where seniority is a factor, with no exceptions.

E. In all cases of seniority, the Authority shall have the ability to avoid overtime rotation by seniority where in the Authority's judgment, special skills are required. "Special skills" are defined as being in the nature of a trade, i.e., welding, electrical work, operating a backhoe pump, station troubleshooting and repair, etc.

Section 2

An employee who is promoted to a higher job category shall be considered on probation in that category for a period not more than ninety (90) days after the promotion. At the end of the ninety (90) days, the employee will be eligible to take a written and/or on-the-job test administered by the Authority to determine if, in the opinion of the Authority, the employee is fully qualified for the higher category. If the Authority so determines, the employee shall be permanently assigned to that category. The decision whether to test shall be made solely by the Authority.

Section 3

An employee who is promoted to a higher category of work and who is later determined no later than at the end of a ninety (90) days probation period, in the opinion of management, to be incapable of holding the new position shall be returned to his

former position and pay status without loss of seniority or any other benefit specifically provided for in this Agreement.

Section 4

An employee shall lose previously accumulated seniority under the following circumstances:

- a. Discharge for cause.
- b. Absence without leave for five (5) consecutive days or failure to notify the Authority regarding return from any leave of absence without extenuating circumstances.
- c. Layoff or resignation except as provided in Section 1 above.

Section 5

Where there is a vacancy in a position within a division or where a new position is established within a division and, such vacancy or new position is to be filled, it must be posted by the Superintendent for bid in each department and location throughout the division. All employees in the division shall have the right to bid on each such position. Copies of all job bids shall be sent to the Executive Director of the Authority and the President of the Association. All jobs shall be awarded in a timely fashion at the end of the bidding period (bidding period shall be for a minimum period of one (1) week). When a position is awarded, a copy of the letter of award will be forwarded to the successful bidder as well as the Association President.

Section 6

In making promotions, where all other measurable qualifications are equal, seniority shall be a prime factor.

Section 7

When an increase in wages occurs due to assignment to a higher pay category, that employee shall move to his new position with the number of years remaining the same. Anniversary dates will not be changed; any change in the number of years credited to an employee under the salary schedule will not be considered years of service with the Authority for any other purpose under the contract.

Section 8

Employees must meet the working time requirements of the positions without any interference by personal matters or personal business, including temporary or part-time employment elsewhere.

ARTICLE VII

Leaves of Absence

Section 1

Upon written request to the Authority and for good cause, employees may be given a written leave of absence without pay not exceeding six (6) months, which may be extended by agreement on similar terms. Such leave shall not be arbitrarily withheld by the Authority. The Authority, however, need not grant a leave of absence to permit an employee to take other full time employment. If an employee during such leave of absence takes other full time employment, then the employee shall be subject to discharge.

Section 2

Employees granted leave of absence under Section 1 above shall not lose their previously accumulated seniority. However, seniority will not accrue during the time spent on leave of absence. The employee will be entitled to return to work with the previously accumulated seniority to his former job category without loss of any other benefit specifically provided for in this Agreement. In the event the leave of absence exceeds thirty (30) days, such employees shall not be entitled to medical coverage but such employees shall have the option of extending coverage by paying the premiums for such coverage at the group rate. Such arrangements must be made prior to the start of leave with the Authority.

Section 3

Maternity leave shall be granted for up to six (6) months being covered under the sick leave portions of this Agreement provided the employee meets the contractual definition for sick day use according to Article XVIII, Section 1, and up to an additional four (4) months to be without pay. The two (2) months under sick leave provisions shall be one (1) month after the birth of the child unless extended pursuant to law. All applications for maternity leave shall be in writing to the Executive Director and shall contain when the maternity leave will commence and terminate.

Section 4

The parties agree to abide by the laws of the Family and Medical Leave Act and the Family Leave Act. Any employee may utilize the grievance procedure and arbitration to invoke the rights under either of these laws and the parties shall be bound by the laws and the interpretation of the laws by the various courts.

ARTICLE VIII

Strikes and Lockouts

Section 1

The Association and the employees covered by this Agreement hereby covenant and agree that neither the Association nor any person acting on its behalf shall authorize or support any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slow-down, walk-out or other illegal job action against the Authority.

Section 2

In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activities by any employee shall be deemed grounds for discipline including possible terminations of such employee(s), which discipline may be imposed by the Authority, taking into consideration the circumstances, including but not limited to participation, work record and length of service the employee(s) involved.

Section 3

The Association and its members hereby agree that it will make every reasonable effort to prevent people covered by this Agreement from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or groups of employees of the Authority and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such

other steps as may be necessary under the circumstances to bring about compliance with the Authority provided no major financial expenditure is required by the Association.

Section 4

There shall be no lockout by the Authority.

Section 5

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

ARTICLE IX

Security of Tenure

Section 1

Employees may be discharged for just cause except that probationary employees (other than those who have been promoted on a probationary basis) do not have recourse to the grievance procedure with respect to discipline or termination. Before an employee is terminated the employee shall have the right to a hearing before the Executive Director or his/her designee. In the event that Authority decides to terminate an employee, the Association shall be promptly notified in writing of the discharge of an employee. In the event the Association disputes the discharge, the Association shall notify the Authority in writing within seven (7) calendar days after it has received written notification of the discharge that it is proceeding to arbitration.

Section 2

If, in the opinion of the Authority, it becomes necessary to lay off any employees, such layoff will be made on the basis of seniority, providing the remaining employees have the ability to do the work. In such case, overall seniority will prevail as to the employee or employees to be laid off with seniority applying separately among the clerical employees and the blue-collar employees and as between employees of the three divisions. Employees to be laid off will be given forty-five (45) days advance written notice. In the event of a lay-off, each affected employee will receive two weeks pay for each year of service. This provision shall apply in the event of the Authority being taken over, or bought out, and/or dissolved unless the employees are offered identical or better

terms and conditions of employment, including but not limited to pension plan, wages,
etc.

ARTICLE X

Association Representation

Section 1

The Association shall furnish the Authority with the names of its officer, stewards and grievance committee.

Section 2

A representative of the Association may participate in all meetings with the Authority as a member of the grievance committee. Representation shall be from the grievance committee, officers or legal counsel.

Section 3

Any Association representative designated under Section 1 of this Article, and any aggrieved person or persons, or required by the Authority to meet with representatives of the Authority concerning grievances during their working time, shall suffer no loss in pay. Such representation and/or aggrieved person shall give the employee's supervisor notice to said meeting so arrangements can be made to relieve the employee from duty, due consideration being given to the operational needs of the Authority.

Section 4

Association representatives designated to enter on the Authority property for the purpose of investigating any grievance must request permission in advance of the supervisor of the department. The supervisor shall grant such authority at a mutually convenient time provided due consideration is given to the operational needs of the Authority.

Section 5

Presentation of a grievance pursuant to Section 2 of Article XI shall be presented on Authority time, that is, the oral presentation to the employee's supervisor.

Section 6

A conference concerning the grievance pursuant to any other section of Article XI will be one (1) hour before, during, or immediately after the employee's shift.

ARTICLE XI

Grievances

Section 1

Any dispute or disagreement between the parties hereto as to the meaning or the application of the terms of this agreement or as to any facts calling for the application thereof shall be subject to this adjustment as provided in this Article.

Section 2

An Association representative and the employee(s) involved shall present in writing the grievance to the employee's immediate supervisor no later than seven (7) calendar days after the occurrence causing the grievance, or when the individual or Association should have reasonably known of the occurrence. A written response shall be made within seven (7) calendar days thereafter to the affected employee(s) and the Association by said supervisor.

Section 3

If no satisfactory settlement is reached under Section 2, the grievance shall be submitted in writing within seven (7) calendar days to the affected employee(s) superintendent. The reply to such grievances shall be made in writing to the Association and the affected employee(s) within seven (7) calendar days after receipt of such grievance from the Association.

Section 4

If no satisfactory settlement is reached under Section 3, the Association shall within seven (7) calendar days of the receipt of the Authority's reply in writing request a conference with the Executive Director of the Authority. The conference shall be

scheduled with the Executive Director, or his designee, within fourteen (14) calendar days following such conference, the Executive Director or his designee shall give a written response to the Association.

Section 5

If no satisfactory settlement is reached under Section 4, then either party may submit the matter to arbitration within fourteen (14) days by filing a request with the Public Employment Relations Commission that a list of arbitrators be furnished to the Association and the Authority.

Section 6 – Arbitration Procedure

- A. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.
- B. The fees and expenses of the arbitrator shall be born equally by the parties. The aggrieved and one (1) representative of the Union shall suffer no loss of regular straight time pay for attendance and participation in the arbitration hearing(s). Any other expenses incurred by the parties, included but not limited to the presentation of witnesses, shall be borne by the party incurring the same.
- C. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add, subtract from, or in any way modify any terms of this Agreement.
- D. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding upon the parties, subject however, to any applicable statutes and case law available to parties.

Section 7

The Association may file a grievance on behalf of itself, an individual, or group of individuals.

Section 8

Grievances regarding termination shall proceed directly to arbitration as provided for in Article IX, Security of Tenure Section 1, within fourteen (14) days.

ARTICLE XII

Disciplinary Action

Section 1

Disciplinary actions against employee include the following:

- a. Information private verbal reproof the department head or supervisor.
- b. Written memorandum of censure from the supervisor, department head, or the Executive Director.
- c. Suspension from duty without pay.
- d. Transfer or demotion.
- e. Separation from service with the Authority.

Section 2

The Executive Director reserves the right to suspend any employee for infractions of rules and regulations of the Authority, with or without the recommendation of the employee's department head or supervisor, for a period not in excess of three (3) days without a hearing. A hearing will, however, be scheduled if the employee so request, after the suspension. If suspension is in excess of three (3) days, a hearing will be held prior to the imposition of the suspension.

Section 3

In the event the Executive Director finds that the employee was improperly suspended, demoted or separated, the employee shall be reinstated without loss of back pay or benefits and the employee's personnel history file shall reflect same.

Section 4

All paper in connection with the disciplinary action against an employee shall be placed in the employee's personnel history file and upon request copies of same shall be given to the Association.

Section 5

It is agreed that no employee shall be disciplined or discharged without just cause.

ARTICLE XIII

Wages and Longevity

Section 1

A. During the term of this Agreement the wages for all positions covered hereunder shall be listed in Schedule A annexed hereto and made a part hereof.

B. Employees shall be placed on the pay schedule based on the date of hire to a regular full-time position. As each employee reaches his anniversary date, he shall progress to the next step on the next pay period.

C. All employees currently in the Bargaining Unit shall receive a 2.5% increase retroactively to June 1, 2012 or date of hire. All employees in the bargaining unit, as of June 1, 2013, shall receive a 2.0% increase. All employees in the bargaining unit, as of June 1, 2014, shall receive a 1.5% increase.

Section 2

For all employees, the payroll week shall be defined as Sunday, 12:01 to Saturday, 12:00 midnight. Wages shall be paid weekly by check and paid on Thursday no later than 2:00 p.m. If Thursday is a legal holiday, wages shall be paid on Wednesday for that week no later than 2:00 p.m.

Section 3

Employees classified as backhoe operators shall be paid at the Operator's rates in accordance with Scheduled I, attached hereto. Those assigned to temporarily operate the backhoe will be paid a minimum of four hours or actual hours worked.

Section 4

All unit employees shall receive longevity payments, which will be based on their base salary, commencing with five (5) full years of service to the Authority and in accordance with the following scale:

5 to 9 years service	2.5%
10 to 14 years service	5.0%
15 to 19 years service	7.5%
20 to 24 years service	10.0%
25 to 29 years service	12.5%
30 years service or more	15%

Section 5

No part of the wages due an employee shall be withheld from their check, except as required by law, or as authorized in writing by the employee.

Section 6

Effective June 1, 2003, "on-call" backhoe operators shall receive seventy dollars (\$70.00) per week if they are requested to be "on-call." "On-call" employees must promptly respond to requests to work. If the employee fails to respond to any request to work during the week in which they are "on-call," then the employee shall not be paid any part of the seventy-dollar (\$70.00) weekly pay. Effective June 1, 2006 "On-call" backhoe operators shall receive fourteen dollars and twenty-eight cents (\$14.28) per day, one hundred dollars (\$100.00) per week, if they are requested to be "on-call."

Section 7

An employee shall provide (2) weeks notice of his/her intention to resign from employment. The Director shall issue a written statement of resignation in good standing if the two (2) weeks notice is provided and there are no disciplinary charges pending against the employee.

Section 8

Members of the Sewer and Engineering Divisions shall no longer receive the I.R.A. benefit as had previously been provided by the Authority.

Section 9

Any member possessing a T-3 license who is required to be the licensed operator in charge shall be provided a \$50.00 per diem.

ARTICLE XIV

Hours

Section 1

Employees shall work the following schedules, subject to Article XIV, Section 3, which include one half-hour (1/2) lunch break and two fifteen (15) minute breaks:

Water Division:	Non-operators:	7:00 a.m. to 3:30 p.m.
(40 hours/week)		Monday through Friday
	Operators:	7:00 a.m. to 3:00 p.m.
		3:00 p.m. to 11:00 p.m.
		11:00 p.m. to 7:00 a.m.

Sewer and

Engineering Division:	7:00 a.m. to 3:30 p.m.
(40 hours/week)	Monday through Friday

Clerical Employees:	8:30 a.m. to 4:00 p.m.
(35 hours/week)	Monday through Friday

Section 2

As additional jobs are created, the Authority shall have the right to assign hours other than those described above.

Section 3

Management shall reserve the right to change the scheduling of personnel in the meter department for the reading of meters when behind, the field crew for the bi-yearly flushing program, the floating operators for vacation relief and long term disabilities and all employees in the discretion of management. Notification of schedule changes for the above duties shall consist of seven (7) days' notice in writing. If the Authority has more than seven (7) days' notice concerning major projects, it will provide additional notice to employees. Personnel who are required to work hours other than their normally scheduled hours shall be paid the shift differential for those hours as stated in this Agreement.

ARTICLE XV

Premium Pay

Section 1

Employees working beyond their regularly scheduled workweek shall be paid for overtime at the rate of time and one-half (1 ½) the regular straight time rate of pay for such hours worked, except as otherwise provided in this Article. Time that is paid for, but not worked, shall be considered as “time worked” for the purposes of this section.

Section 2

All operators shall receive one and one-half (1 ½) their base hourly rate for all normally scheduled Sunday work. However, during an operator’s vacation, Sundays will be regular straight time days. Operators who work overtime on Sundays (not part of the normal workweek) shall be paid double time.

Section 3

A. In the event an employee is called out between the hours of 3:30 p.m. and 12:00 a.m., Monday through Friday, for emergency work, that employee shall receive at least two (2) hours’ pay at the overtime rate regardless of the time worked.

B. In the event an employee is called out between the hours of 12:01 a.m. and 8:00 a.m., Monday through Friday or on Saturday, Sunday or any holiday, for emergency work, that employee shall receive at least four (4) hours’ pay at the overtime rate regardless of the time worked. With respect to subsections 3a and 3b above, such minimum time shall apply in the event of any call-out, whether it is contiguous with the start of an employee’s regular scheduled workday or not. However, said minimum shall

not apply to any employee held over for overtime immediately following and contiguous with the conclusion of his/her regular scheduled workday.

C. In the event of any call-out, the Authority has the right to retain the employee for the entire period that the employee is being paid. Any work performed by an employee while on call will be similar to the work normally performed by the employee during his/her workweek. Employees shall be paid for only one (1) call-out at a time (i.e., even if not retained on duty, an employee will not receive additional call-out pay for the "minimum pay" period).

Section 4

Employees must actually work or be paid for forty (40) hours during a workweek before earning any overtime. However, whenever a thirty-five (35) hour employee is required to work on a Saturday said employee shall receive time and one-half pay provided the employee has already been paid for thirty-five (35) hours in that workweek.

Section 5

Any employee called into work between the hours of 12:00 midnight Sunday, and 7:00 a.m. Monday morning would be compensated at the rate of double time their regular hourly rate in accordance with other provisions of this article.

All employees, except where otherwise stated, who work on a Sunday shall receive two (2) times their regular rate of pay for all continuous hours worked until 8:00 a.m. the following morning.

Section 6

Within each department, overtime shall be available to employees on a rotating basis, subject to the provision of Article VI, Section 1-E.

Section 7

Overtime shall be computed on a fifteen (15) minute basis.

Section 8

In the event the Authority cannot cover overtime with volunteers or supervisors, the least senior employee shall be directed to work said overtime. In such case the employee shall receive the appropriate shift differential in addition to the appropriate overtime compensation.

ARTICLE XVI

Holidays

Section 1

The following shall be deemed to be holidays for all full-time employees:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Primary Election Day	Christmas Day
Independence Day	Day after Christmas

Section 2

All holidays falling on Saturday shall be observed on the preceding Friday. All holidays falling on Sunday shall be observed the following Monday.

Section 3

A. Operators scheduled to work on a paid holiday shall be paid at the rate of time and one-half (1 ½) their regular rate of pay for all hours worked on the actual holiday (not on its "observed" day), plus their regular days' pay. However, operators scheduled to work on the following actual holidays and all other employees who actually work these holidays shall be paid at the rate of double time (2) their regular rate of pay for all hours worked, plus their regular day's pay: New Year's Day, July 4th, Thanksgiving Day, and Christmas Day.

B. Non-operators scheduled to work and who actually work on a paid holiday shall receive time and one-half (1 ½) on the day that the holiday is “observed.” However, all other employees, except as may have been or be modified herein, shall receive double-time, if appropriate, if they are called into work on the actual holidays listed in Section 3A above.

Section 4

Employees who are regularly scheduled to work on a paid holiday shall not be paid holiday pay if they are absent from work the day before or the day after for unsubstantiated sickness, unless such day was their day off.

Section 5

If an employee is scheduled to work on a holiday and that employee desires to have the holiday off, such employee must make his request to his supervisor, for up to two (2) holidays, not less than seven (7) days prior to the holiday; and with respect to any additional holidays which the employee desires to have off, such employee must make his request to his supervisor not less than fifteen (15) days prior to the holiday.

ARTICLE XVII

Vacations

Section 1

Personnel hired prior to May 1 shall receive five (5) working days paid vacation for that year. Personnel hired on or after May 1 shall receive no paid vacation for that calendar year. Thereafter, length of annual paid vacation shall be determined by years of service with the Authority according to the following schedule:

<u>Years of Service</u>	<u>Working Days Paid Vacation</u>
1 to 4	10
5 to 9	15
10 to 19	20
20	25

Those employees of the Sewer and Engineering Divisions who would have been eligible for a vacation entitlement different from that as provided above during the term of the 1990-1992 Agreement shall keep or receive said extended vacation entitlement and shall be so "grand-fathered." All other employees shall receive vacation entitlement in accordance with the terms set in this Agreement.

Section 2

Increase in vacation time shall occur during the calendar year that years of service with the Authority change in accordance with Section 1 above.

Section 3

Vacations will be granted on the basis of “over-all” seniority “within each department” and each department head shall establish his own vacation schedule in order to maintain the operation of his department.

Section 4

The vacation period of an employee shall be extended by one (1) day for each holiday, which falls within the period of the employee’s vacation (or one (1) additional day’s pay for each holiday falling within the period of the employee’s vacation.) The employee concerned shall notify their supervisor of which method they select prior to the start of their vacation period.

Section 5

Sunday operators may not take more than five (5) Sundays as vacation days. Sunday operators who take Sunday for a vacation day shall not receive the Sunday premium. All regularly scheduled Sunday operators prior to the signing of this Collective Bargaining Agreement (2012-2015), shall be exempt from this clause.

Section 6

A. The vacation selection scheduled will be posted in the first week of September and employee selections for vacation shall be made by October 1 for the period January through June. Thereafter, a second vacation schedule will be posted in the first week of February and employee selections for vacation shall be made by March 1 for the period July through December. Employees will be permitted to select the maximum number of working days’ vacation during the months of June, July, August

and September in accordance with their number of years of service with the Authority as follows:

- Ten (10) years of service - 10 days vacation
- Fifteen (15) years service - 10 day of vacation
- Twenty (20) years of service - 15 days vacation

B. Employees may select up to the aggregate number of working days vacation in single or multiple day blocks of less than five (5) days in duration in accordance with the number of weeks of vacation to which they are entitled as noted below. All other vacations must be selected in blocks of five (5) working days.

<u>Weeks of Vacation</u>	<u>Single Day</u>
1	2
2	5
3	7
4	8
over 4 weeks	10

C. In the event the total number of vacation days to which employees are entitled based upon the number of years of service with the Authority and which could be taken during the months of June, July, August and September exceeds the number of available vacation days, management may reject or alter vacation schedules in accordance with its operating needs, so that no more than one (1) employee from any department is on vacation at any one (1) time. At the employer's discretion, vacation time can overlap for employees up to two (2) days.

Section 7

Vacation, which cannot be completed by the end of the calendar year, will, with the approval of the Director, be carried over into the following calendar year. However, all days which are carried over must be utilized by the end of the first quarter of that year. Employees who do not wish to carry over their unused vacation time, may cash in any number of their unused vacation time to a maximum of five (5) vacation days, for full pay.

ARTICLE XVIII

Sick Leave

Section 1

Sick leave is hereby defined to mean absences from post of duty of an employee because of illness, non-job related accident, job related accident where the employee requests to charge the time lost to sick leave, exposure to contagious disease, or attendance upon a member of the employee's immediate family, ill and requiring the care of, or attendance of such employee.

Section 2

Member of the immediate family is interpreted as meaning father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, grandparents or step relations.

Section 3

A. Permanent full-time employees of the Authority shall accrue sick leave on the basis of one (1) day for each month worked during the first calendar year of employment. As of January 1st following the first full years of employment and on every January 1st thereafter, each permanent full-time employee shall receive twelve (12) sick leave days and three (3) personal days. In the event any personal days are not used in the year they are earned, those personal days shall be converted to sick days. Said days shall be accruable as follows:

Employees hired prior to October 1, 1990 may accrue a maximum of two hundred and eighty (280) days;

- Employees hired after that date may accrue a maximum of one hundred and fifty (150) days.

- However, during an employee's last year of employment, for reimbursement under Section 8 of the article, his/her last year's sick leave and personal days accrual for cash back purposes shall be prorated at one and one-quarter (1 ¼) days per month worked into the last year.

- All sick leave accrued as of the 1990-1992 Agreement for Sewer and Engineering Division employees shall be maintained within their respective sick day accounts.

B. In addition to the annual sick leave accrual of subsection (A) above, all employees shall accrue twelve (12) banked workdays (bridge days) as of January 1 of each year following their first year of employment. The maximum accrual "at any one time" shall be forty-eight (48) days. Such banked days shall be no expense to the Authority. These days shall be used as a "bridge" plan for any employee who will be utilizing the Disability Plan and shall work as follows:

1. The employee must exhaust that year's allotment of twelve (12) annual sick leave days prior to utilizing any bridge days.

2. Following such time as enumerated in (1) above, the employee will be placed on "bridge" leave only upon actually utilizing disability plan benefits, i.e., an employee shall not be paid for bridge days unless and until the disability plan actually begins to take effect. In that event, an employee will be paid retroactively through the use of bridge days for any time that he had not been paid for during the first sixty (60)

days of the disability. In such cases, the employee's check for bridge days shall be issued on the 61st day, or next business day following the day of illness.

3. Should an employee leave the services of the Authority while still owing "bridge" days, the Authority shall have the right to recoup such days prior to the payment of any severance benefits due that employee.

4. Each employee shall have the right to utilize accrued sick leave, vacation time, compensatory time, or any other accrued time, should they not wish to utilize any "bridge" leave.

Section 4

The Authority may require proof of illness from the employee on sick leave where such requirement seems reasonable. The Authority may require such proof for illness of under three (3) consecutive days for any occurrence and a total of under ten (10) in the past year and in such instances, the Authority will pay for the doctor's note. In absences due to illness of three (3) or more consecutive days in any one occurrence or an aggregate of ten (10) or more in any one year, the employee shall furnish a medical note and the employee shall pay for such medical note unless such requirement is waived by the Authority. Abuse of sick leave shall be cause for disciplinary action.

Section 5 – Notification

A. All absences due to illness or disability shall be reported immediately by or for the employee to the Authority Administrator or the Department Head, or his designee, with the indication of the expected duration of such illness of disability. An employee shall notify his immediate Supervisor or the Supervisor's designee one (1) hour prior to the start of the regularly scheduled shift that the employee is going on sick leave,

except where the employee is prevented from making such notification one (1) hour prior to the start of the shift due to an incident in which case the Authority shall be notified as soon as possible.

B. Failure to report absences on the part of any employee may be cause for disciplinary action and may result in the employee's pay being docked for the days.

C. Members of the Authority covered by this Agreement, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement or any subsequent change in their place of confinement. If unable to report such, a relative or other responsible person shall notify the Department with all pertinent facts.

Section 6

For non-work related injuries and illnesses, when an absence due to illness or injury does not exceed two (2) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement by the attending physician. Any absence due to illness or injury in excess of two (2) consecutive days may, in the discretion of the Authority Administration, Department Head, or their designee, require a written statement from the attending physician. The Authority also reserves the right to require the employee to be examined by the Authority physician and certified as fit for duty before returning to work. In the event the employee is unfit to report for duty in accordance with the report of the Authority physician, but the employee's physician disagrees, the employee shall be examined by a third physician agreed upon by the Authority and the employee's physician, whose decision shall be dispositive of the matter. In the event the Authority physician and the employee's physician cannot agree upon a third physician, such physician shall be selected by the County Medical Examiner.

Should the third physician hold with the Authority physician, then the employee shall pay all expenses. However, should the physician side with the employee's physician, the Authority shall pay all expenses.

Section 7

Whenever an employee reports being sick, it is understood that the employee will not be otherwise employed or engage in any outside work or employment during his/her normal work shift.

Section 8

Upon retirement an employee shall receive one half (1/2) day's pay for each accrued sick day (up to a maximum of two hundred and eighty (280) days) at the employees last rate of pay. Upon the death of an employee, his beneficiary shall receive this benefit, not to exceed fifteen thousand (\$15,000) dollars.

Section 9

(1) The employee may cash in any number of the calendar year's allotment of sick days which were not utilized as sick days, from one (1) to ten (10) days with a maximum of ten (10) days, for full pay.

(2) If the employee has at least five (5) days of that calendar year's allotment remaining and has at least twenty-five (25) sick days accrued, then the employee may shelter in a VALIC account, five (5) days pay before taxes, in lieu of receiving payment or in lieu of banking the days. It must be done with a block of five (5) days only; however, if the employee has any of that year's allotment remaining then the remaining days may be either cashed in, banked, or any combination thereof.

(3) The Director shall be notified of the employee's intent by November 1st of each year. All cash payments and VALIC deposits shall be made by December 31.

(4) Any sick days utilized by the employee after November 1 will either be deducted from the payments listed above, or if not feasible, deducted from the following year's allotment as of January 1, at the option of the Director.

Section 10

One half (1/2) working days shall be the smallest unit to be considered in computing sick leave used.

Up to four occasions per year an employee shall be eligible to use one quarter (1/4) sick days. This language shall be negotiated at the expiration of this collective bargaining agreement.

Section 11

Sick leave shall not be allowed for such things as ordinary dental care or for any other professional services that may be normally scheduled within the employee's regular time off.

Section 12

Employees who are injured while working must make a report of such injury to their Department Head as soon as possible. All injuries, however slight they may seem, must be reported within eight (8) hours when possible. If the employee is injured to such an extent that he or she requires medical attention, the Department Head shall report it to the Executive Director or his designee.

Section 13

Any injury requiring a report to the Public Employees Retirement System shall be reported through the Authority.

Section 14

An employee absent due to an on-job injury shall not have such time charged to sick leave, unless requested by the employee. In cases of a disagreement between the employee's treating physician and the compensation physician, the determination of the compensation physician shall be dispositive for an employee's return to work. Any employee deemed eligible to return to work by the comp physician, who remains out of work under orders of his/her treating physician shall be charged sick time from that point until the employee returns to work. This shall ultimately be mitigated by any claims filed by the employee in compensation court.

Section 15

The Authority shall permit the workers compensation insurance carrier to completely handle, process and pay all claims. Employees shall not be reimbursed for money not paid by the workers compensation carrier.

Sunday operators who call in sick on a Sunday shall not be paid the Sunday premium. All regularly scheduled Sunday operators prior to the signing of this Collective Bargaining Agreement (2012-2015), shall be exempt from this clause.

ARTICLE XIX

Bereavement

Section 1

In the event of death in the employee's immediate family (which means spouse, parent, brother or sister, child, or step relation residing in the same residence), the employee shall be granted time off without loss of regular pay from the day of the death or the day after, at the employee's option, for five (5) consecutive working days.

Section 2

For death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, the employee shall be granted time off without loss of pay for day of death or the day after, at the employee's option for three (3) consecutive working days.

Section 3

For the death of any other relative, the employee shall be granted time off without loss of pay for the day of the funeral for the purpose of attending such funeral. This shall include spouse/domestic partner's family.

Section 4

The Authority reserves the right to require proof of death and/or relationship.

Section 5

Bereavement leave may be extended at the discretion of the Director.

ARTICLE XX

Benefits

Section 1

The Authority shall continue to provide life insurance, accidental death and dismemberment benefits, medical, major medical hospitalization insurance, dental, prescription, eye glass and guaranteed wage plan program. A copy of each insurance plan will be furnished to the President of the Association. Any questions regarding benefit levels shall be addressed to the carrier, not an employee of the Authority.

Section 2

The Authority reserves the right to change insurance companies or to self-insure as long as substantially similar benefits are provided. In the event the Authority decides to change insurance companies or to self-insure, the Association will be notified at least thirty (30) days in advance. A copy of the insurance plans will be furnished to the President of the Association. The Union will allow the Employer to unilaterally switch to the New Jersey State Health Benefits Plan.

It is expressly agreed that the parties, effective March 31, 2004, will eliminate the practice/policy of reimbursing employees for co-payments related in any way to their medical/dental coverage including, but not limited to, reimbursements for co-payments for office visits, emergency room visits and prescriptions. As of April 1, 2004, all employees shall be solely responsible for his/her co-payments, including all family member's and dependent's co-payments.

Section 3

A. In a Water or Engineering Division's employee's first year of hire, and in lieu of any uniform allowance, the Authority shall supply five (5) summer shirts, five (5) winter shirts, five (5) work pants each year and one(1) work coat and one (1) pair work shoes, whose cost is not to exceed FIFTY (\$50.00) dollars. Effective June 1, 2006, the cost is not to exceed SEVENTY-FIVE (\$75.00) dollars. Any amount in excess of this amount is to be paid by the employee. Employees shall maintain work clothes at their own expense. Thereafter, Water and Engineering Division employees shall receive a combined uniform/shoe allowance of \$625.00 each year. Effective June 1, 2013, the combined uniform/shoe allowance will be \$650.00 each year. Effective June 1, 2014, the combined uniform/shoe allowance will be \$675.00. Clerical employees shall not receive the above clothing allowance.

B. Employees shall be responsible to replace damaged uniforms and will be responsible to wear such uniforms as the Authority may pay for. Lost articles shall not be paid for by the Authority.

C. The Sewer Division shall retain its existing uniform practice and shall not receive the benefits set forth in Section 3. Sewer employees shall continue to receive the uniform service provided by the Authority and, in addition, each sewer employee shall receive an bi-annual shoe allowance up to \$125.00 upon submitting proof of need for a second pair of shoes, and a winter jacket every third year.

D. The Authority shall provide a list of uniforms (example – brand, style, color, etc.) for those employees required to wear a uniform. All uniforms shall be properly maintained and employees shall be appropriately dressed in their uniform.

Employees not required to wear uniforms shall be appropriately dressed for their positions.

Section 4

A. Employees shall be entitled to a fifteen (15) minute break for every one-half (1/2) day period of workday.

B. Employees shall be entitled to a ten (10) minute wash-up period prior to the end of the workday.

C. There shall be a five (5) minute grace period for lateness. Excessive reliance on this provision by an individual may subject that employee to disciplinary action.

Section 5

Employees who successfully complete approved educational courses directly related to Authority business shall receive a refund of tuition payment and book costs. Said approval shall be in advance of the course by the Executive Director. Approval shall not be arbitrarily or capriciously withheld.

Any employee attending a course which has been approved in advance by the Authority in furtherance of his/her career or job shall have the tuition pre-paid by the Authority. The employee shall be required to attain a grade of C or better or satisfy the requirements of the Course where no grade is issued. In the event the employee does not satisfy the requirement of the course or achieve a grade of C or better, the employee shall reimburse the Authority the cost of the course through a payroll deduction(s). The employee will sign off in advance that the deduction will be made from his/her wages.

Section 6

A.

Any employee who obtains a New Jersey State License issued by the New Jersey Department of Environmental Protection shall receive the following compensation based on the licensee's level of classification. (This is to include Water Treatment, Water Distribution and Wasterwater Collection Licenses.)

License Classification:	Level I	Level II	Level III	Level IV
	\$0.50	\$0.75	\$1.50	\$2.00

B. Effective June 1, 2012, any employee who is required to possess a CDL license shall receive one dollar (\$1.00) per hour increase on his/her base hourly rate of pay.

Section 7

A.

Any Water Division, Sewer Division or Engineering Division employee who enrolls in and successfully completes the necessary courses for a New Jersey State Water Treatment, Water Distribution or Wastewater Collection License will receive a one-time compensation upon proof of certification of the course(s) in the following manner:

Course required for a Class I License	\$450.00
Course(s) required for a Class II License	\$600.00

Proof of acceptance to sit for either a Class I or Class II License examination from the New Jersey Department of Environmental Protection is required to receive the above stated compensation.

Any employee hired after the signing of this Collective Bargaining Agreement will be on an introductory pay scale until such time that employee successfully obtains a minimum of a Level II License Classification issued by the New Jersey Department of Environmental Protection. This is to include all Water Division, Sewer Division and Engineering Division employees.

Upon successfully obtaining a minimum of a Level II License Classification, the employee will be moved to the standard pay scale with the appropriate years of service applying.

B. Such courses will be taken on the employee's own time on nights when the employee is not scheduled to work. In the event the employee is scheduled to work on a school night, the employee will be given time off with pay for attending the class, provided the Authority can obtain coverage for the period of time the employee is in school. Employees are required to report to work before school and after school. The authority will pay for the tuition and books for the courses.

Section 8

Employees working in a higher classified position will have the right to put in a bid for a lower classified position. It is understood, however, that reassignment to the lower position shall be at management's sole discretion and shall be made, if at all, on a case-by-case basis. An employee promoted but still serving within the prescribed probationary period shall have the right to opt to return to his or her prior position. Said request shall not be denied.

Section 9

Employees with ten (10) years or less service with the Authority, who qualify for long term disability benefits under the terms of the Policy and the law, shall be eligible to receive health benefits consistent with the Authority's health benefit program for a period not exceeding one (1) year. At the expiration of the one (1) year period, the aforesaid health benefits shall automatically terminate.

Employees with eleven (11) years or more service but less than twenty (20) years service with the Authority who qualify for long term disability benefits under the terms of the Policy and the law, shall be eligible to receive health benefits consistent with the Authority's health benefits program for a period not exceeding one and one half (1 ½) years. At the expiration of one and one half (1 ½) period, the aforesaid health benefits shall automatically terminate.

Employees with twenty (20) years or more service with the Authority, who qualify for long term disability benefits under the terms of the Policy and the law, shall be eligible to receive health benefits consistent with the Authority's health benefits program for a period not exceeding two (2) years. At the expiration of the two (2) year period, the aforesaid health benefits shall automatically terminate.

In all the above cases, the employee shall be served written notice sixty (60) days prior to benefit termination and if the employee has not returned to work with the Authority at the expiration of the stated period of time, and the employee has not resigned or been terminated, the employee's health benefits shall terminate. In such case, the employee shall be eligible to purchase health benefits, if qualified, under terms of COBRA.

Section 10

The elected Union representatives shall receive a cumulative total of eight (8) hours per month to conduct normal union business. Normal union business shall consist of, but not be limited to, contract preparations, contract negotiations, attending IFPTE Local 196 Executive Board meetings or other IFPTE Local 196 union events, functions and/or conventions.

ARTICLE XXI

Working Conditions

Section 1

The Authority and the Association agree to cooperate in effecting and maintaining safety rules and procedures and the Authority shall provide devices and equipment that will eliminate hazard and ensure safe working conditions. Employees who fail to follow published safety rules and procedures will be subject to discipline.

Section 2

If an employee is permanently transferred on the salary guide to a position paying a higher rate of pay, that employee shall receive the higher rate of pay while engaged in that position. If an employee is temporarily transferred to a position paying a higher rate of pay, that employee shall receive either a ten percent (10%) pay differential or the rate of pay of the new position, whichever is less, while engaged in that position. For temporary transfers in excess of four months the temporarily transferred employee shall receive the higher rate of pay.

If an employee is transferred to a lower rate of pay, then employee shall suffer no reduction in pay, except in cases of demotion, reorganization or reduction in staff. Such

reductions shall be subject to appeal and/or review through the grievance procedure, up to and including arbitration.

Section 3

When an employee is called for jury duty, the employee shall notify his supervisor of the starting date of such duty and as soon as possible the date of completion. The Authority shall pay the employee his full salary while the employee is assigned to jury duty and the employee shall retain all compensation received from the court. In the event an employee on the night shift is called for jury duty, said employee shall be excused from work. In the event an employee assigned to jury duty is released early, said employee shall then report to his/her regularly assigned shift.

Section 4

Employees who are called to active duty or inducted into military forces of the United States shall be granted a leave of absence without pay in accordance with law. Such employees shall be reinstated without loss of seniority or without loss of any other benefits specifically provided for in this Agreement, provided they report to work with the Authority no more than ninety (90) days after separation from the military service.

Section 5

Any full-time employee who is a member of the National Guard, Air Guard, Navy Militia, or any reserve component of the Armed Forces of the United States, when required to report for annual active duty for training shall be granted a leave of absence with pay for such period as provided by law.

Section 6

All employees who work shall be entitled to a meal allowance of twelve (\$12.00) dollars for each eight (8) hour period of overtime after completion of a normal eight (8) hour shift.

Section 7

Letters, memorandums, or documents which are critical of an employee's work habits, attitudes or otherwise detrimental to the employee shall not be placed in the personnel file of the employee without the employee's prior notice that such action is being taken. In addition, a copy of such letter, memorandum or document shall be given to the employee and the Association upon request at the time the original is placed in the employee's file. The employee or the Association, at the request of and on behalf of such employee, shall have the right to submit a rebuttal letter to the Authority within seven (7) calendar days and such rebuttal will be placed in the employee's file.

Section 8

Employees working in a related field within the Township of Old Bridge shall notify the Executive Director immediately. No employee shall do outside work within the Township, which would constitute a legal conflict of interest.

ARTICLE XXII

Shift Differential

Employees who work the shifts noted below will receive an hourly differential as follows:

SHIFT

3:00 p.m. to 11:00 a.m.	\$.60
11:00 a.m. to 7:00 a.m.	\$.85

Effective June 1, 2006, the above differential shall be as follows:

SHIFT

3:00 p.m. to 11:00 a.m.	\$1.25
11:00 a.m. to 7:00 a.m.	\$2.00

ARTICLE XXIII

Pensions

Section 1

All Authority employees are required to enroll in the Public Employee's Retirement System of the State of New Jersey, and are subject to the provisions of this Plan.

Section 2

The employee's contribution to the Plan is deducted from the employee's weekly salary and remitted to the State as prescribed by law.

Section 3

Authority employees have completed the requirements to be eligible for retirement may do so as prescribed by State Law.

ARTICLE XXIV

Committees

Section 1

A Labor Management Committee is to be established for the purpose of meeting periodically to discuss matters and problems of mutual interest to both the Authority and the Association. The Committee shall consist of three (3) Association representatives and three (3) Authority representatives. The Committee shall not consider any problem that properly should be handled under the normal grievance procedure of this Agreement.

Section 2

There shall be a Safety Commission to consist of two (2) Authority representatives and two (2) Association representatives. The Commission shall meet quarterly to discuss matters pertaining to the health and safety of the employees and regulations in connection therein.

ARTICLE XXV

Management Rights

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement, including but without limiting the generality of the forgoing the following rights:

1. The executive management and administrative control of the Employer and its properties and facilities, and the on-the-job activities of its employees;
2. To hire all employees and to determine their qualifications and employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for just cause;
4. To establish a code of rules and regulations of the Employer for its own operation;
5. To make all decisions and necessary changes relating to the performance of the Employer's operations and maintenance activities, including but not limited to work assignments, methods, means, processes, materials, procedures, work schedules and employees to be utilized;
6. To determine the work performance levels and standards of performance of the employees;
7. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance including, but not limited to making layoffs;

8. To utilize the services of a contractor, when in the sole judgment of the employer, such services would be more efficient; and

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition or employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the employer in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the employer in any of its rights, responsibilities and authority under any national or state laws or local ordinances.

D. Any act taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

E. The Union acknowledges on behalf of the employees, that each employee has received, acknowledged and understands the Employer's Guidelines and Rules and Regulations. It is understood between the parties that those guidelines and rules and regulations shall remain in effect unless changed by the Employer or unless in conflict with this agreement. In the case of such a conflict, this agreement shall prevail. All employees agree to abide by the guidelines and rules and regulations.

ARTICLE XXVI

Service of Notice

Any and all notices required to be given under this Agreement shall be deemed sufficiently complied with when mailed or delivered.

ARTICLE XXVII

Negotiations Procedures

Section 1

The parties agree to enter into collective bargaining over a successor Agreement in accordance with Chapter 123, Public Employees Laws of 1974 and any subsequent changes in the State laws governing public employees of the State of New Jersey in a good faith effort to reach agreement.

Section 2

Such negotiation shall begin not later than ninety (90) days prior to the termination of this Agreement. The parties agree that the Association will present its proposals to the Authority no later than the first scheduled meeting. The Authority's proposals will be presented by no later than the second meeting scheduled by the parties.

Section 3

The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

Section 4

Any agreement arrived at by the negotiating representatives shall be put into writing and submitted to the Board and to the members of the Association for decision, ratification or vote. If ratified, the agreement arrived at shall be binding for the duration of the contract.

Section 5

When the Association representatives are scheduled to participate in negotiations during work hours, they shall suffer no loss of straight time pay. In the event of a crisis situation where the only Association representative available is working overtime and such representative must participate, he shall suffer no loss of pay even though that payment may require overtime payment.

Section 6

The parties agree that the Negotiations Committee shall consist of no more than three (3) representatives from the Authority and three (3) representatives from the Association.

Section 7

The Authority agrees to supply the Association with information concerning the Authority and its employees, which the Association may require for negotiations of contract or grievance. Nothing contained herein shall impose any obligation on the part of the Authority to disclose information which is privileged or confidential.

Section 8

There shall be no unilateral changes made to any negotiable terms and conditions of employment. Furthermore, there shall be no change made in work rules and regulations without prior negotiations in accordance with law.

ARTICLE XXVIII

Fitness for Duty

Employees may be required to undergo a physical examination at any time that it is warranted based upon the work performance of the employee and/or individualized suspicion by the Authority that the employee may be unfit for duty based upon actions of the employee.

ARTICLE XXIX

Separability and Savings

In the event any provision of this Agreement contravenes applicable statutory or legal requirement, or any application of this Agreement to any employee or groups of employees is held to be contrary to law, or exceeds the lawful powers of the Authority, then such provision or application shall not be deemed valid except to the extent permitted by law, and all of the provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement.

ARTICLE XXX

No Waiver

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or otherwise exercise any rights pursuant thereto shall not be deemed a waiver thereof.

ARTICLE XXXI

Duration of Agreement

Section 1

This Agreement shall remain in full force and effect effective June 1, 2012 through May 31, 2015.

Section 2


The Agreement shall automatically be renewed from year to year thereafter unless either party notify the other party in writing, no later than ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In such case, this Agreement shall remain in full force and effect until supplanted by a successor agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

SIGNATORY


THIS AGREEMENT by and between the OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY OF THE TOWNSHIP OF OLD BRIDGE, County of Middlesex, the State of New Jersey (heretofore "Authority") and the OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY ASSOCIATION (heretofore "Association" or "OBMUAA") shall be effective on signing and shall terminate at Midnight on May 31, 2015, and represents the complete and final understanding on all issues bargained between the parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the 20th day of February, 2013.

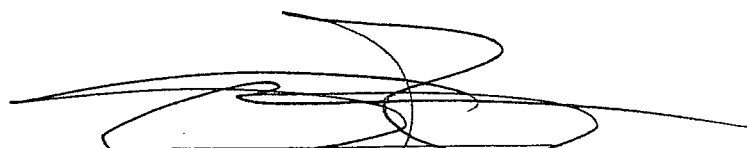
FOR THE AUTHORITY


THOMAS GALANTE, CHAIRMAN

FOR THE ASSOCIATION


PRESIDENT


GUY J. DONATELLI
EXECUTIVE DIRECTOR


SECRETARY

Old Bridge Municipal Utilities Authority

Union Scale 2012- 2015 Contract

		Lower Scale After 2/20/2013					
		Operator		Clerical		W2/S1	
		W1/S2	Operator	W1/S2	Clerical	W2/S1	W2/S1
6/1/2011							
3.00%							
Start		22.67	21.03	19.67			
1		24.14	21.03	19.67			
2		25.19	22.32	20.83			
3		26.42	23.65	22.01			
4		27.60	24.48	22.90			
5		28.65	25.34	23.81			
6		29.74	26.47	24.75			
		33.16	29.54	27.63			
6/1/2012							
2.50%							
Start		23.24	21.56	20.16			
1.00%		24.30	22.88	21.35			
2		25.38	24.24	22.56			
3		26.42	25.09	23.47			
4		27.58	25.97	24.41			
5		28.75	27.13	25.37			
6		32.06	30.28	28.32			
		24.74	21.56	20.16			
		25.82	22.88	21.35			
		27.08	24.24	22.56			
		28.29	25.09	23.47			
		29.37	25.97	24.41			
		30.48	27.13	25.37			
		33.99	30.28	28.32			
		19.79	18.59	17.24			
		20.66	19.44	18.30			
		21.66	20.30	19.39			
		22.63	21.14	20.07			
		23.49	22.07	20.78			
		24.39	23.00	21.71			
		27.19	25.65	24.22			
		16.13					
		17.08					
		18.05					
		18.78					
		19.52					
		20.30					
		22.66					
6/1/2013							
2.00%							
Start		23.70	21.99	20.57			
1		24.79	23.34	21.78			
2		25.89	24.73	23.01			
3		26.95	25.59	23.94			
4		28.13	26.49	24.89			
5		29.33	27.67	25.88			
6		32.70	30.88	28.89			
		25.24	21.99	20.57			
		26.34	23.34	21.78			
		27.62	24.73	23.01			
		28.86	25.59	23.94			
		29.95	26.49	24.89			
		31.09	27.67	25.88			
		34.67	30.88	28.89			
		20.19	18.96	17.59			
		21.07	19.83	18.67			
		22.10	20.71	19.78			
		23.08	21.56	20.48			
		23.96	22.51	21.19			
		24.87	23.46	22.14			
		27.74	26.16	24.71			
		16.45					
		17.42					
		18.41					
		19.15					
		19.91					
		20.70					
		23.11					
6/1/2014							
1.50%							
Start		24.06	22.32	20.87			
1		25.16	23.69	22.10			
2		26.27	25.10	23.36			
3		27.36	25.98	24.30			
4		28.56	26.89	25.27			
5		29.77	28.09	26.26			
6		33.19	31.35	29.32			
		25.62	22.32	20.87			
		26.73	23.69	22.10			
		28.04	25.10	23.36			
		29.29	25.98	24.30			
		30.40	26.89	25.27			
		31.56	28.09	26.26			
		35.19	31.35	29.32			
		20.49	19.25	17.85			
		21.39	20.13	18.95			
		22.43	21.02	20.08			
		23.43	21.89	20.78			
		24.32	22.85	21.51			
		25.25	23.81	22.47			
		28.15	26.56	24.71			
		16.70					
		17.68					
		18.69					
		19.44					
		20.21					
		21.01					
		22.47					
		23.46					

2/20/2013
Union Pay Scales 2013