

2033

A G R E E M E N T

BETWEEN

**THE LONG BRANCH SEWERAGE AUTHORITY
(Monmouth County, New Jersey)**

AND

LOCAL 14, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

January 1, 1991

THROUGH

December 31, 1992

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COLLECTIVE BARGAINING AGREEMENT

This AGREEMENT is entered into between the LONG BRANCH SEWERAGE AUTHORITY ("Employer"), and LOCAL 14, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION ("Union") this 1st day of January, 1991. The parties, intending to be legally bound hereto, hereby agree as follows:

ARTICLE I

UNION RECOGNITION

The employer recognizes the Union as the collective bargaining representative of the Employer's employees filling those job classifications set forth in Exhibit A.

ARTICLE II

PROBATIONARY PERIOD

- A. During the first six months of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his employment within that time without challenge under this Agreement and without resort to any grievance procedure by the Union. Additionally, the individual shall also be barred from the filing of a grievance due to termination under this paragraph.

- B. The Authority shall have the right to extend any probationary period by up to an additional sixty (60) days, upon notice to, and the agreement of, the Union. Such agreement by the Union shall not be unreasonably withheld.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Authority hereby retains and reserves unto itself, with limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees;
 2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for just cause in accordance with the grievance procedure herein;
 4. To make all decisions relating to the performance of the Authority's operations and maintenance activities, including, but not limited to, the methods, means, processes, materials, procedures and employees to be utilized;
 5. To establish any new job classifications and job content and qualifications without prior negotiations thereof. The Union, however, shall retain the right to file a grievance over the established rates.
 6. To change the job content and duties of any classification. The Union shall retain the right to file a grievance over the established rate, however.
 7. To determine the work performance levels and standards of performance of the employees;
 8. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;

9. To change, modify or promulgate reasonable rules and regulations;
 10. To assign work as it determines will benefit the Authority and/or the public it serves.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A. 40A:14A, the Sewerage Authority Law, or any other national, state, county, or local laws or ordinances.
- D. The Union, on behalf of the employees, agrees to cooperate with the Authority to attain and maintain full efficiency and maximum productivity.

ARTICLE IV

EMPLOYEE RESPONSIBILITY

Each employee shall be required to observe and comply with the Authority's Standard Operating Guidelines. The Guidelines, annexed hereto as Exhibit B, are incorporated into and fully made a part of this Agreement.

ARTICLE V

DUES CHECKOFF AND INDEMNIFICATION

- A. Upon receipt of proper written authorization, the Authority shall deduct Union dues and initiation fees on a pro rata basis and shall remit the monies collected to the Union once each month.
- B. The Union agrees to indemnify, defend and hold and save the Authority harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this clause.
- C. If the rate of dues should change, the Union shall provide the Authority with ninety (90) days advance notice of such change.
- D. All deductions under the Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9 (e).
- E. Assignees shall have no right or interest whatsoever in any money authorizedly withheld until such money is actually paid over to them. The Authority or any of its officers and employees shall not be liable for any delay in carrying out such deductions by mail to the assignees' last known address, the Authority and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE VI

REPRESENTATION FEE

- A. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to

offset the employee's per capita cost of services rendered by the Union as majority representative.

- B. Prior to the beginning of each membership year, the Union will notify the Authority in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85 % of that amount.
- C. 1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Authority a list of those employees who have not become members of the Union for the then current membership year. The Authority will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will transmit the amount so deducted to the Union.
2. The Authority will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:
- (a) Within 60 days after receipt of the aforesaid list by the Authority; or
 - (b) 60 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. The Union will notify the Authority in writing of any changes in the list provided for in paragraph 1, above, and/or reflected in any deductions made more than 60 days after the Authority received said notice.
5. On or about the last day of each month, the Authority will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.
6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5 (c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority shall immediately cease making said deductions.
7. The Union shall save the Authority harmless from any claims raised against it by any employee as a result of the Authority's fulfilling its obligations under this article.
8. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority prior to the institution of this article.

ARTICLE VII

DISCIPLINE AND DISCHARGE

Any discharges, suspensions, or other discipline of employees in this bargaining unit shall be for just cause only.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

B. PURPOSE

1. The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. Step One - Executive Director
 - (a) A grievant must file his grievance in writing with the Executive Director within five (5) work days of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward.

- (b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the Shop Steward. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Authority representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Authority and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing, and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Authority.
- (c) Once a grievance comporting with all the foregoing requirements is timely filed, the Executive Director shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) work days from receipt of the grievance.

2. Step Two - (A) Mediation and (B) Arbitration

With respect only to those grievances involving the express terms of this Agreement, and in the event the grievance is not resolved to the satisfaction of the grievant at Step One, or in the event the ~~Executive Director~~ has not served a timely written response, then within ten (10) work days after the response set forth in Step One, the grievant may notify the Executive

Director in writing of his or her intent to submit the grievance to the New Jersey State Board of Mediation for either (A) "mediation under contract" or for (B) binding arbitration. In the event the grievance relates to a discharge of an employee covered hereunder, or to a suspension of more than five (5) days of a covered employee, then the grievance may be submitted to Binding Arbitration under "B" below. All other grievences which involve the express provisions of this Agreement may be submitted to "mediation under contract" under "A", below.

- A. Within five (5) days after notification to the Executive Director, the grievant may invoke "mediation under contract" by notifying the New Jersey State Board of Mediation. A copy of such a request shall be provided to the Executive Director. Mediation shall be scheduled and conducted in accordance with the rules of the New Jersey State Board of Mediation, and the Mediator's recommendations, if any, shall be advisory only.
- B. In the event the grievance involves a discharge or a suspension of more than five (5) days, then, within five (5) days after the notification to the Executive Director, the grievant may invoke binding arbitration by submitting a written request therefor to the New Jersey State Board of Mediation, with a copy of such request to the Executive Director. Thereafter binding arbitration proceedings shall be conducted pursuant to the Rules of the New Jersey State Board of Mediation, except as they may be expressly altered or modified herein.
 1. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his

award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, nor shall he have authority to cause the Authority to expend funds not specifically budgeted for, and shall be expressly bound by the considerations set forth in the Management Rights' section of this Agreement.

2. Grievance, mediation and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the Executive Director, in writing, by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority.
3. The fees, expenses, and all other proper charges of the arbitrator shall be split equally between the parties.

ARTICLE IX

NO-STRIKE PLEDGE

- A. The Union agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any

strike (i.e., the concerted failure to report for duty, or stoppage of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Authority. The Union agrees that such action would constitute a significant breach of this Agreement.

- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.
- C. In the event of a strike, slowdown, walk-out or any other job action, it is agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach by the Union or any of its members.
- E. It is expressly understood that the Authority shall not be required to negotiate with the Union under any conditions so long as any of the employees are engaged in any form of job action.
- F. It is expressly understood that this clause shall survive the Agreement.

ARTICLE X

NO LOCK-OUT CLAUSE

- A. The Authority agrees, for the life of this Agreement, that it shall not lock-out the employees covered by this Agreement.

ARTICLE XI

TERMS AND CONDITIONS OF EMPLOYMENT

All present terms and conditions of employment currently set forth in the attached Standard Operating Guidelines with respect to employees in this bargaining unit will be continued in full force and effect for the duration of this Agreement, except as otherwise expressly provided by this Agreement.

ARTICLE XII

WAGES

Employees covered by this Agreement will receive a minimum wage increase of at least the equivalent received by other bargaining units during the term of this Agreement.

ARTICLE XIII

OTHER BENEFITS

Employees in this bargaining unit shall receive any increases or improvements in benefits and other conditions of employment that members of other bargaining units are unilaterally granted during the term of this Agreement.

ARTICLE XIV

NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.

ARTICLE XV

SEVERABILITY

In any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement which shall remain in full force and effect and to this end the provisions of this Agreement are hereby declared to be severable.

ARTICLE XVI

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, the understandings and agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this Agreement.
- C. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any rights to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XVII

TERM

This Agreement shall be effective from January 1, 1991 through December 31, 1992. Either party shall have the right to negotiate a new Agreement provided it gives written notice to the other party in compliance with the Rules and Regulations of P.E.R.C. This Agreement will continue to remain in effect after the expiration date pending completion of such negotiations. If neither party demands renegotiation, this Agreement will continue in full force and effect from year to year thereafter.

LOCAL # 14, OFFICE AND
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

Mark Peck

Joseph C. Martore

William O. Steele

Floyd E. Buck

Gregory W. Mang

Baron Brown

Gail D. Rodgers

Shelby J. Hayes

LONG BRANCH SEWERAGE
AUTHORITY

John J. Moran

John J. Moran

¹⁴ Nancy J. Luce

EXHIBIT # A

1. OPERATIONS DIRECTOR
2. COMPTROLLER
3. OPERATIONS SUPERVISOR
4. MECHANICAL FOREMEN
5. COLLECTIONS SYSTEM FOREMAN
6. ADMINISTRATIVE ASSISTANTS
7. INSPECTOR