

**AGREEMENT  
BETWEEN**

**PASSAIC VALLEY WATER COMMISSION**

**AND THE**

**COMMUNICATION WORKERS OF AMERICA, AFL-CIO  
LOCAL 1032**

**(BLUE AND WHITE COLLAR UNIT)**

**2007-2011**

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## **PREAMBLE**

Whereas, Passaic Valley Water Commission, a public body of the State of New Jersey, County of Passaic, with offices located at 1525 Main Avenue, Clifton, New Jersey, hereinafter referred to as "Passaic Valley" and Communications Workers of America A.F.L.-C.I.O. Local 1032 located at 67 Scotch Road, Ewing, New Jersey, hereinafter referred to as the "Union" have reached an agreement designed to promote and maintain a harmonious relationship between Passaic Valley and the Employees of Passaic Valley who may be affected by the provisions of this Agreement; and

Whereas, the Senate and General Assembly of the State of New Jersey have enacted Senate Bill No. 746, known as the "New Jersey Employer-Employee Relations Act" and which bill is now known as Chapter 303 of the Laws of 1968, N.J. S.A. 34:13A-1 et seq as supplemented and amended; and

Whereas, Passaic Valley is subject to the rules and regulations of the New Jersey Department of Personnel Commission, as set forth in Title II, N.J.S.A. by reason of the provisions of N.J.S.A. 40:62-150-1 and 150.2; and

Whereas, the parties hereto have agreed to enter into an Agreement which shall be consistent with the provisions of the aforesaid N.J.S.A. 34:13A-1 et seq, and which shall not be inconsistent with the provisions of Title II, N.J.S.A. as provided in N.J.S.A. 34:13A-1 et seq, as supplemented and amended; and

Whereas, the Union has presented and will present interim proof that it represents a majority of public employees in an appropriate unit, as provided by N.J.S.A. 34:13A-5.3.

## **ARTICLE 1**

### **RECOGNITION**

Section 1. Passaic Valley recognize the right of the Union and its members, excepting such persons designated in N.J.S.A. 34:13A-5.3, as supplemented and amended, to be protected in their right, freely and without fear of penalty or reprisal, to join and to assist in employee organization or to refrain from such activity. Passaic Valley recognizes the Union as the sole and exclusive representative for collective negotiations with respect to lawful subjects of bargaining, including rates of pay, wages, hours of work, and other conditions of employment of the employees in the bargaining unit not constituting matters reserved to management under the

principle of managerial prerogative. Included in the bargaining unit shall be all regularly employed full and part-time blue collar and white collar employees employed by the Passaic Valley Water Commission except managerial executives, confidential employees, supervisors within the meaning of the Act, police employees, casual employees and all other employees of the Employer.

**ARTICLE 2**  
**UNION RIGHTS AND PRIVILEGES**

**Section 1.** Passaic Valley shall permit reasonable use of its bulletin boards by the Union to post notices concerning Union business and activities.

**Section 2.** The Union shall have the right to designate such members of the Union as it deems reasonably necessary as Shop Stewards or Committee Persons, who shall not be discriminated against due to their legitimate Union activity.

**Section 3.** The Union agrees to furnish Passaic Valley with the names of Shop Stewards and Committee Persons in writing. Committee Persons shall also be recognized as Shop Stewards. Shop Stewards shall be permitted a reasonable opportunity to confer with employees during working hours with regards to any matter arising out of the employment relationship as may be affected by this Agreement. The Steward shall be afforded reasonable time to transact such business without loss of pay. He or she must give timely notice and secure permission from his/her supervisor before being absent from his/her own work assignment. Such permission shall not be unreasonably withheld.

**Section 4.** Shop Stewards/Committee Persons, not to exceed five (5) in number, may participate in mutually scheduled collective negotiations during their scheduled hours of work, and shall suffer no loss in their regular pay for the time they are so engaged.

**Section 5.** The Union has seven (7) days per year available to the Union to release employees to engage in authorized Union activities. Any employee released by the Union may be granted up to five (5) consecutive days with pay for such activities. The use and distribution of the seven (7) days of Union leave is at the discretion of the Union providing that the activities are duly-authorized Union activities and provided further that Passaic Valley will suffer no

unreasonable interruptions to its business or operations by releasing the employees in question. Written notice from the Union indicating that the employee is to be released shall be submitted to the Personnel Director at least three (3) weeks prior to the activity. A certificate of attendance shall be provided by the Union to the Personnel Director after the activity indicating the employee's attendance.

Section 6. An employee may attend other Union activities and may request to use vacation time, personal leave or unpaid leave. Such leave shall be granted provided that it will not interfere with the efficient operation of Passaic Valley, is requested timely, and such leave shall be granted solely at the discretion of Passaic Valley. Such leave shall not be unreasonably withheld.

Section 7. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent with or conflicting with the terms of this Agreement without the approval of the Union.

### **ARTICLE 3** **DUES CHECK-OFF AND AGENCY FEE**

Section 1. The Employer agrees to deduct from the pay of Unit members who individually authorize it to do so on authorization cards provided by the Union, dues in the amount of 1.15% of the weekly or bi-weekly base salary.

Section 2. If, during the life of this agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Employer written notice ninety (90) days prior to the effective date of such change.

Section 3. The Union will secure the signatures of its members on the necessary "check-off authorization" cards and will provide the executed cards to the Employer. The Union shall indemnify, defend and save the Employer 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 Employer in reliance upon the salary deduction authorization cards submitted by the Union to the Employer. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. Once the funds are remitted to the Union, their disposition shall be *the sole and exclusive obligation and responsibility of the Union.*

**Section 4.** Payroll deductions of Union dues shall begin thirty (30) days from the time the check-off authorization card is signed by the employee and provided to Employer, and shall be deducted and paid to the Union by the 15<sup>th</sup> of the month following the deduction. All dues deducted shall be forwarded to the following address:

Treasurer  
C.W.A. Local 1032  
67 Scotch Road  
Ewing, N.J. 08628

**Section 5.** The Employer shall be relieved from making such “check-off“ deductions upon (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) or authorized unpaid leave of absence. Upon the return of an Employee to work from any of the foregoing, the Employer will resume payroll deductions in accordance with Section 4 of this Article.

**Section 6.** 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 this 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. The representation fee to be paid by non-members shall be equal to the maximum amount permitted under law, which is currently 85% of the regular membership dues as determined by the Union. The mechanics for deduction of the representation fees and transmission of such fees to the union will, as nearly as possible, be the same as used for deduction and transmission of regular membership dues.

**Section 7.** The Union shall establish and 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 Employer shall immediately cease making deductions.

**ARTICLE 4**  
**UNION VISITATION RIGHTS**

**Section 1.** An officer or duly accredited representative of the Union may be permitted to visit the premises after notification to, and receiving permission from, the Personnel Director or his designee. Such visitation shall not interfere with the conduct of the Employer's business or with the duties of any of its employees.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 1.** The Employer hereby retains and reserves unto itself, without limitations, 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 foregoing, the following:

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. Decisions regarding the hiring, necessary qualifications, promotion and transfer of all employees.
3. Suspension, demotion, discharge or other disciplinary action taken for just cause;
4. Establishment or adjustment of rules and regulations of the Employer for its own operation;
5. Decisions relating to the performance of the Employer's operations and maintenance activities, including, but not limited to, the methods, means, processes, materials, procedures and employees to be utilized;
6. Establishment of job qualifications, classifications and responsibilities;
7. Establishment and scheduling of employee work hours;
8. Determination of work performance levels and standards of performance of employee;
9. Establishment and maintenance of efficient and cost-effective operations and maintenance procedures;

Section 2. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of Passaic Valley, the adoption of polices, rules, regulations and practices in furtherance thereof, the establishment or change in any terms in condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this agreement.

Section 3. Nothing contained in this Agreement shall be construed to deny or restrict Passaic Valley in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict Passaic Valley in any of its rights, responsibilities and authority under any national or State laws.

Section 4. The failure to exercise any or the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein.

Section 5. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency.

## **ARTICLE 6**

### **WORK WEEK AND OVERTIME**

Section 1. The payroll period shall extend from Sunday, 12:01 A.M. to Saturday, 12:00 midnight.

#### **Section 2. OFFICE, LABORATORY AND CLERICAL EMPLOYEES**

The regular work week for office, laboratory and clerical employees shall be seven (7) hours per day, five (5) days per week, Monday through Friday, with the exception of employees in those categories who are required to work an eight (8) hour day or on Saturday and/or Sunday because of special job requirements.

Laboratory employees may additionally be scheduled to work a sixth (6) and/or seventh (7) day as required. For any work so performed, the employee shall be paid overtime as follows: one and one-half times the regular rate for work performed on the sixth (6) day if he/she actually worked the preceding five (5) days in that payroll period and two times the regular rate for work performed on the seventh (7) day, if he/she actually worked the preceding six (6) days in that payroll period.



**Section 3.      OTHER EMPLOYEES, EXCEPT SHIFT EMPLOYEES**

The regular workweek for all other employees, except shift employees, shall be eight (8) hours per day, five (5) days per week, Monday through Friday.

**Section 4.      OVERTIME RATES**

Overtime at the rate of one and one-half times the regular hourly rate of pay shall be paid for all time worked in excess of the regular work day, as defined in Section 2 and Section 3 of this Article. The regular hourly rate of pay shall be determined by dividing the regular weekly salary of office, laboratory and clerical employees by 35 and by dividing the regular weekly salary of all other employees by 40. Overtime shall be computed on the basis of 15-minute periods, and under time shall not be charged against overtime.

**Section 5. Overtime shall be paid as follows:**

1. For work in excess of seven hours a day or in excess of 35 hours per week with respect to office, laboratory and clerical employees, subject to the exception provided in Article 6, Section 2;
2. For work in excess of eight hours per day or in excess of 40 hours per week with respect to all other employees as provided in Article 6, Section 4.

**Section 6.      Each employee shall receive one and one-half times his or her regular rate of pay for work performed on Saturday as such, and twice his or her regular hourly rate of pay for work performed on Sunday as such, subject to the exceptions hereinbefore provided.**

**Section 7. Shift employees working a seven day, sixteen (16) hour or twenty-four (24) hour operation, shall be scheduled to work five (5) days consisting of eight (8) hours per day within a seven (7) day payroll period, excepting that a shift employee may be scheduled to work a sixth day, once per month. Such shift employees shall not be paid overtime rate provided for Saturday and Sunday work as such, but shall be paid one and one-half times their regular rate of wages for any work performed on the sixth day, and twice the regular rate of wages for the seventh day worked in any seven (7) day payroll period.**

**Section 8.** Employees assigned to shift work shall be entitled to a shift differential effective as follows:

**Operators**

1. Second shift 2:00 P.M. to 10:00 P.M. - 3%
2. Third shift 10:00 P.M. to 6:00 A.M. - 5%

**Security**

1. Second shift 2:30 P.M. to 10:30 P.M. - 3%
2. Third shift 10:30 P.M. to 6:30 A.M. - 5%

If a shift worker is not able to report for work because of illness, he or she shall be required to call in at least four hours prior to the time he or she is scheduled to report for work, or be considered absent without pay. Passaic Valley shall have the right to assign any available employee to replace any employee absent without leave.

**Section 9.** Whenever a shift employee shall be required to work on any paid holiday which is the employee's scheduled day off, he or she shall receive the holiday pay and applicable rate of pay for time worked. Whenever a shift employee shall be required to work two consecutive shifts on a paid holiday, he or she shall receive double time for the second shift worked.

**Section 10.** Overtime work opportunities will be equally distributed within departments in accordance with the following procedure.. A list of employees eligible for overtime shall be maintained and posted in each department. Whenever an overtime opportunity is available, it shall be offered to employees in order of their appearance on the seniority list. After an offer of overtime is made, whether or not the offer is accepted, the employee offered the overtime will be placed at the bottom of the list. The initial list shall be comprised of all employees in each department ranked in order of seniority. For shift workers, overtime opportunities shall be offered first to employees whose day off it is in order of seniority.

**Section 11.** In the event of an emergency, defined herein as anything that involves or is a threat to the operations of the Passaic Valley, health and safety of the public, plant and/or business community, Passaic Valley shall employ a mandatory overtime procedure as follows: when after the procedures of Section 10 of this Article have been followed in an effort to obtain volunteers and employees are still needed to properly address the emergent situation, Passaic

Valley shall use the overtime seniority list described in Section 10, in inverse order, to determine which employee or employees will be required stay or come into work to perform mandatory overtime. Employees who refuse mandatory overtime without reasonable justification shall be subject to discipline for the refusal.

Section 12. Any employee who is required to perform any work on any day when he/she would normally be off duty shall be guaranteed four (4) hours work at the applicable rate of pay, and in any event shall receive four (4) hours pay for such call-in, at the applicable rate. In the event that an employee completes his required work in less than four (4) hours, he may then be assigned other work for the remainder of his four (4) hours or, if he so elects, may punch out and receive payment for only the actual time worked.

Section 13. All employees will be paid for the actual time worked as recorded on the computerized time management system. As general matter, Employees will be permitted to take a paid fifteen (15) minute break between 9:30 a.m. and 10:30 a.m. If, in the opinion of a Supervisor, work requirements prevent the scheduling of the paid break between those times, an alternate time will be chosen by the Supervisor.

Section 14. Newly hired employees (blue collar) may be subject to Saturday and Sunday work as part of their regular forty (40) hour workweek. These employees shall be guaranteed two (2) consecutive days off during the week.

Section 15. Weekend standby work opportunities will be equally distributed in accordance with following procedure: A list of list of employees eligible for weekend standby work shall be maintained and posted in each department. Whenever a weekend standby work opportunity is available, it shall be offered to the most senior employee in the department with the fewest hours of weekend standby work offered or worked. Employees assigned to weekend standby work shall be paid five (5) hours pay at the Supervisor's hourly rate in their department for each twenty-four (24) hours of standby or portion thereof.

Section 16. An employee who works six (6) consecutive hours overtime in any one shift shall receive a meal allowance as follows: ten dollars (\$10.00) for between six (6) and twelve (12) hours of consecutive overtime and twenty dollars (\$20.00) for more than twelve (12) hours of consecutive overtime.

**ARTICLE 7**  
**SENIORITY**

**Section 1.** The policies and practices pertaining to seniority heretofore established under the Rules and Regulations of the New Jersey Department of Personnel and by Veteran's Statutes shall continue in full force and effect.

**Section 2.** In temporary appointments, promotions and shift assignments, seniority will be used to determine the assignments and appointments provided that the employee possessing seniority has the ability and qualifications to perform the duties of the appointment, promotion, or shift assignment.

**Section 3.** Nothing herein contained shall abrogate or in any way modify any of the rules and procedures of the New Jersey Department of Personnel. Wherever any provision of this Agreement shall conflict with any provisions of the Department of Personnel, the provisions of the Department of Personnel shall control.

**ARTICLE 8**  
**PROBATIONARY PERIOD**

**Section 1.** The procedures of the New Jersey Department of Personnel shall apply to all employees who are not on the permanent roll of Passaic Valley except as otherwise provided in this agreement.

**Section 2.** Employees who are classified as "provisional" or "probationary" under this Agreement or Department of Personnel rules, shall enjoy whatever rights under this Agreement as are required to be afforded to such employees under state law. This Agreement is not meant to provide rights in addition to, or in any way different from rights that are required to be provided to "provisional" or "probationary" employees under state law.

**Section 3.** Any employee assigned or promoted to a higher position shall be deemed to be in a working test period in such higher position, and his status shall be determined by the provisions applicable thereto under the New Jersey Department of Personnel Rules and Regulations.

**Section 4.** No employee shall be required to perform the duties of a higher classification except during the working test period or during emergencies, or to fill in for sickness, vacation or other absence of a higher classified employee. Whenever an employee is required to perform the duties of a higher classification for twenty (20) accumulated working days within a sixty (60) day period (vacation periods excepted), he/she shall receive, for the time spent performing the duties of the higher classification, the starting rate for the higher classification or the step above his/her old rate, whichever is higher, but not to exceed the maximum for the new classification. Whenever an employee believes that his or her position has changed to the point that he or she is performing work of a different or higher classification, he or she must seek redress by filing an appeal with , or seeking a desk audit from the New Jersey Department of Personnel or its successor. Classification disputes are not subject to the grievance procedure set forth in this Contract. The exception to this requirement is when the appointing authority expressly requests, in writing, that an employee assume new or additional responsibilities and then fails to pay the employee commensurate wages. In such events, the employee may file a grievance for the appropriate compensation, not for a change in his or her job responsibilities or title. No retaliation of any kind will be taken against any employee who seeks assistance from the Department of Personnel in accordance with this paragraph. For purposes of this paragraph, "retaliation" is defined as any unfavorable action taken against an employee as a result of that employee's having sought redress from the Department of Personnel, including a material change to that employee's job responsibilities in anticipation of a desk audit.

## **ARTICLE 9**

### **PROMOTIONS AND FILLING OF OPENINGS**

**Section 1.** The term promotion means the advancement of an employee to a position at a higher classification..

**Section 2.** Whenever, in the Employer's sole discretion, an opportunity for a promotion or job opening for a permanent position occurs in any existing job classification or as the result of the development or establishment of a new job classification, the Employer will post such promotion opportunity or job opening, which posting shall describe the rate of pay, location of

the job and the nature of the requirement's in order to qualify. Such posting shall be for a period of ten (10) days working days.

Section 3. During the posting period, employees who wish to apply for the promotion or open position may do so. The application shall be in writing and it shall be submitted to the Personnel Director

## **ARTICLE 10**

### **GRIEVANCES AND ARBITRATION**

Section 1. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees or the Union.

Section 2. Purpose:

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, unless the Union and the Employer mutually agree, 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 preclude the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive method for raising and disposing of grievances as that term is defined in this Article.

**Section 3. Procedure**

**Step One – Personnel Director**

(a) A grievant must file his, her, them or its grievance in writing with the Personnel Director within ten (10) working days of the occurrence of the matter or within ten (10) working days of knowledge of the matter forming the basis of the grievance.

(b) The written grievance must identify by name(s) and be signed by him, her, them or it. It must set forth a statement of the facts constituting the grievance, and the specific contract provision, if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.

(c) Once a grievance comporting with all the foregoing requirements is timely filed, the Personnel Director shall investigate the grievance and render a written response, which shall be given to the Union within ten (10) days after the completion of his investigation.

**Step Two – Arbitration**

(a) If the grievance remains unsettled, the Union may, within twenty (20) working days after the written reply of the Executive director is due, by written notice to the Employer, proceed to binding arbitration. A request for arbitration shall be made no later than the twenty (20) day period and a failure to file within said time period shall constitute a bar to arbitration unless the Union and Employer shall mutually agree upon a longer time period in writing.

(b) The arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the Public Employment Relations Commission. The arbitrator shall restrict his/her inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his/her decision within thirty (30) days.

(c) The cost of the arbitrator shall be split equally between the parties

(d) The arbitrator shall have no authority to add to, subtract from, or in any manner modify the terms of this Agreement. He/she shall issue a written award containing the findings of fact and conclusions of law, within the thirty (30) day period aforesaid. The decision of the

arbitrator shall be final and binding on the parties to this Agreement, subject to the procedures for vacating such awards pursuant to N.J.S.A. 2A:24-8.

(e) Time limits may only be extended by mutual agreement of the parties in writing.

(f) It is hereby understood that administrative decisions and changes in policies, which do not conflict with this agreement, are appropriate subjects for the grievance procedure. However, such grievances shall end with the Executive Director and are not subject to arbitration.

#### **ARTICLE 11**

#### **SUSPENSION AND DISCHARGE**

Section 1. Passaic Valley has and retains the right to discharge, suspend or otherwise discipline any employee for just cause.

Section 2. The employee shall have the right to appeal the disciplinary decisions of Passaic Valley in accordance with the grievance procedure herein contained or, in the case of a major discipline for the permanent employee, in accordance with the appeal procedure of the New Jersey Department of Personnel.

#### **ARTICLE 12**

#### **VACATIONS**

Section 1. Annual vacations shall be provided to Unit members (based on years of service calculated as of May 31) in accordance with the following schedule:

1 through 5 years	-	12 days
6 through 10 years	-	15 days
11 through 15 years	-	17 days
16 through 20 years	-	22 days
Beginning of 21 <sup>st</sup> year		
And thereafter	-	25 days

Section 2. Vacation entitlement shall be prorated for any service less than a full year.



**Section 3.** All vacation days must be used during the year in which they accrue unless the Employer requests they be deferred to the following year.

**Section 4.** Scheduling of all vacations shall be at the discretion of the Personnel Director. Employee preference will be honored as long as such preference does not conflict with the administration and/or operation of the Employer or the vacation preference of other employees. In the event that two or more employees wish to schedule vacation at the same time, and the Employer determines, in its sole discretion, that it is impractical or unwise to have such employees out at the same time, the Employee with the greatest seniority shall be given preference unless the administration or operation of the Employer will be impeded thereby. Employees who submit and are approved for vacation days more than thirty days before such days are to be taken will have preference over employees with greater seniority who submit requests later.

**Section 5.** Vacation pay shall consist of regular base pay and longevity.

**Section 6.** Procedures for the scheduling of vacations shall be determined by the Personnel Director

**Section 7.** Each employee may take half-days vacations up to a maximum of six (6) per year for a maximum aggregate of three (3) days of annual vacation time.

**Section 8.** The Employer may, in its discretion, allow an employee to take vacation time prior to its being earned. In such event, it may be withheld from the Employee's final paycheck (s), should the Employee not remain employed long enough to earn the time.

**Section 9.** If a holiday occurs during an employee's vacation, he/she shall not be charged with a vacation day on the holiday.

**ARTICLE 13**

**HOLIDAYS**

**Section 1.** Up to and including December 31, 2011, the Holidays and Floating Holidays provisions of the previous Agreement shall prevail.

**Section 2.** Effective January 1, 2007, in each year of the Agreement, the following holidays shall be observed:

New Year's Day	Labor Day
M. L. King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Day
Two Floating Holidays	

Floating holidays can be utilized as single paid days off or together with other leave time. In cases when an employee decides to use one or both floating holiday(s) as a paid day off, he/she must request permission from his/her immediate supervisor twenty four hours in advance, except in cases of emergency. All requests will be honored unless it conflicts with the operation or business of Passaic Valley or the requests of other employees.

**Section 2.** Whenever any of the aforementioned holidays fall on Saturday, they shall be observed on the Friday preceding. Whenever any such holidays fall on Sunday, they shall be observed on the Monday following, subject to the provisions of law. Whenever a legal holiday falls on any scheduled work day, such holiday shall be counted as a day worked for the purpose of determining overtime for such week. Any employee, (excluding shift workers to whom Article 6, Section 9 applies) who shall be required to work on such holidays, shall receive one and one-half times his regular rate of pay plus the holiday pay.

**Section 3.** An employee shall not be entitled to holiday pay for a named holiday (excluding floating holidays) when he/she fails to work on the normal regularly scheduled day of work immediately preceding and immediately following the holiday, unless his absence is for any of the following reasons: (a) because of a death in the immediate family as defined in Article 22, Section 2; (b) because of illness and upon presentation of satisfactory medical proof of the illness; (c) because of an injury arising out of and in the course of his employment on any of the days mentioned hereinbefore, which injury results in his inability to continue work (the employee, if requested, shall submit to medical examination); (d) because of jury duty; and (e) because of scheduled vacation.

**Section 4.** An employee who calls in sick on a holiday which is his scheduled day of work shall be charged a sick day for that day if he has accrued sick days available, but he shall not receive holiday pay. If the employee has no accrued sick days available, he will receive neither his regular pay nor holiday pay for that day.

## **ARTICLE 14** **LONGEVITY**

**Section 1.** Employees hired before December 31, 1990 shall receive a longevity payment based on their regular salary or wages, in accordance with the following schedule:

Start of 11 <sup>th</sup> yr. to completion of 15 <sup>th</sup> yr.	5%
Start of 16 <sup>th</sup> yr. to completion of 20 <sup>th</sup> yr.	7%
Start of 21 <sup>st</sup> yr. to completion of 25 <sup>th</sup> yr.	9%
Start of 26 <sup>th</sup> yr. to completion of 30 <sup>th</sup> yr.	11%
Start of 31 <sup>st</sup> yr. and over	12%

**Section 2.** All longevity pay shall be computed and paid on the anniversary date of each eligible employee. Eligible employees are those persons employed on or before December 31, 1990. Employees hired on or after January 1, 1991 are not eligible for longevity pay. Percentage of longevity shall be based on the salary or wages which the employee shall receive on the aforesaid anniversary date. Overtime rates shall include longevity.

**ARTICLE 15**  
**CLOTHING ALLOWANCE**

**Section 1.** Whenever Passaic Valley shall require an employee to wear specific uniforms or work clothes or to use any specific equipment, the cost thereof shall be paid by Passaic Valley in accordance with Passaic Valley policy. The employee shall take proper care of the uniform and wear it only while working for the Employer. Employees are responsible for any loss of equipment and/or clothing which may have been issued to them.

**Section 2.** The Employer shall pay an allowance of \$200.00 per year to each Unit Member for safety shoes. Employer may authorize an additional allowance to an Employee if such Employee can establish to the Employer's satisfaction that the first pair of safety shoes was either worn-out or destroyed in the course of the Employee's duties. The employee shall submit proof of purchase and cost to the Personnel Department and will be reimbursed for amount spent up to the limit.

**Section 3.** Passaic Valley shall provide Arctic Boots to those employees who may be designated by his/her supervisor to wear them, based upon the working conditions which may require the use of Arctic Boots.

**ARTICLE 16**  
**WAGES**

**Section 1.** Effective and retroactive January 1, 2007, all bargaining unit employees base salary shall be increased three (3%) percent.

**Section 2.** Effective and retroactive January 1, 2008, all bargaining unit employees base salary shall be increased three (3%) percent.

**Section 3.** Effective and retroactive January 1, 2009, all bargaining unit employees base salary shall be increased three (3%) percent.

**Section 4.** Effective January 1, 2010, all bargaining unit employees base salary shall be increased three (3%) percent.

Section 5 Effective January 1, 2011 all bargaining unit employees base salary shall be increased three (3%) percent.

Section 6. Employees on either the four (hired before 12/31/90) or six (hired on or after 1/1/91) step increment scale shall receive his/her increment when due.

**ARTICLE 17**  
**COLLEGE AND LICENSE BENEFITS**

Section 1. Any employee who holds any of the following college degrees shall receive effective and retroactive to January 1, 2007 an annual stipend paid on or about January 15<sup>th</sup> as follows:

\$ 750 for a Associates Degree  
\$1500 for a Bachelors Degree  
\$2500 for a Masters Degree  
\$3000 for a Ph.D. Degree

\*Any employee who subsequently receives any of the degrees above shall have, upon proof, his/her salary adjusted by the amount designated above. The amount shall be determined by the degree achieved.

Section 2. Any employee who holds any one of the licenses listed below shall receive effective and retroactive to January 1, 2007 an annual stipend paid on or about January 15<sup>th</sup> as follows:

T1-W1-N1 classification shall receive \$500  
T2-W2-N2 classification shall receive \$1000  
T3-W3-N3 classification shall receive \$1500  
T4-W4-N4 classification shall receive \$2000

Section 3. Any employee who holds a valid Commercial Drivers License (CDL) shall receive effective and retroactive to January 1, 2007 an annual stipend paid on or about January 15<sup>th</sup> the amount of \$250. Any employee who holds a Class A (CDL) shall receive effective and retroactive to January 1, 2007 an annual stipend paid on or about January 15<sup>th</sup> the amount of \$500.00.

**Section 4.** Employees shall only be eligible for one college or license stipend. Assuming that an employee qualifies for more than one college or license stipend (e.g. a classification and or B.A.) he or she will receive whichever stipend is higher.

**ARTICLE 18**  
**INSURANCE BENEFITS**

**Section 1.** The present policies and practices pertaining to the life insurance, accidental death and dismemberment benefits, hospitalization, major medical insurance, supplemental accident expense benefits, medical-surgical benefits, and sick leaves, shall be continue for the duration of Agreement, except as herein specifically provided to the contrary.

**Section 2.** When an Outpatient Treatment and Preventive Medicine Plan, acceptable to Passaic Valley becomes available through the insurance carrier administering coverage for Passaic Valley, Passaic Valley will provide this coverage for its employees.

**Section 3.** Passaic Valley shall pay the premiums for coverage provided by Horizon Blue Cross, Blue Shield and Major Medical or its equal for retired employees who retire with twenty-five (25) years or more of service, as credited in a State administered retirement system, or those who retire on fewer years of service because of disability.

Passaic Valley shall provide prescription plan coverage (\$1 co-payment) to any employee who shall retire having 20 years or more of service up to age 65. If such employee shall die before reaching age 65, Passaic Valley shall continue the aforesaid prescription plan coverage for a period of thirty (30) days after such death for the benefit of his/her dependent(s).

Passaic Valley shall provide prescription plan coverage of five (\$5.00) dollar co-payment for Generic Brand drugs if available. If there is no Generic Brand drug on the market to be used in place of a name brand, then a five (\$5.00) dollar co-pay shall be paid by the employee for the name brand.

If a Generic Brand drug is available and the employee prefers the name brand, then the employee shall pay the difference in the cost of the name brand and the Generic Brand.

Example:

Name Brand	\$55.00
Generic	<u>\$22.00</u>
Balance	\$33.00

If a Generic Brand is available but there is a legitimate medical reason for the employee to utilize the name brand, the employee's cost will be limited to \$10.00 co-pay. In order to avail himself or herself of this provision, employee must request permission from the Personnel Department and submit a doctor's note describing the medical basis of the request. The Employer reserves the right to seek its own medical opinion before deciding whether to grant the request.

Section 4. Passaic Valley shall provide its employees with a Closed Panel Dental Plan, pursuant to N.J.S.A. 17-48 D-9.1 and 9.2, Passaic Valley shall also offer alternative dental coverage which shall permit the employee to obtain dental service from a dentist of his/her choosing and Passaic Valley will pay for or contribute toward the cost of the alternative coverage in an amount equal to the premium or cost which it pays or contributes to the Closed Panel Plan.

Section 5. Passaic Valley shall provide its employees with a yearly Vision Care Plan, including family coverage. Passaic Valley will assume the full cost of the Plan.

Section 6. Beginning on the effective signing date of this agreement, all newly hired employees shall be provided with non-traditional health coverage insurance through a carrier such as a health maintenance organization (HMO). This insurance shall provide benefits that are materially comparable to those received by incumbent employees, notwithstanding that the services may be governed by or limited by certain rules intrinsic to such plans, such as in-network provider restrictions, referrals for specialists and so on. Such insurance shall be provided to single participants at no cost; participants with one dependent child shall be charged 2% of the premium cost; participants who elect family coverage shall pay 2½% of the premium.

Section 7. Passaic Valley shall provide its employees with the same disability coverage which is in effect for State employees under the State of New Jersey Temporary Disability Benefit Law, and as required by any future amendments thereto.

**Section 8.** The employee shall be granted an option to join a credit union to be designated by Passaic Valley and to be administered by the designated credit union at no expense to Passaic Valley. The sole obligation of Passaic Valley shall be to make payroll deductions pursuant to the arrangement entered into between the employee and the designated credit union.

## **ARTICLE 19**

### **SICK PAY UPON RETIREMENT OR DEATH OF EMPLOYEE**

**Section 1.** Upon a regular full-service non-deferred retirement, an employee shall receive payment of one-half of his unused accumulated sick leave up to a maximum of \$20,000.

**Section 2.** In the event of an Employee's death prior to retirement, such employee's estate shall receive payment of one-half of his/her unused sick leave up to a maximum of \$20,000.

**Section 3.** This compensation shall be paid in a lump sum after the effective date of retirement, or at the option of the employee in four quarterly installments on the first day of January, April, July and October, with payment beginning on the quarterly date next following the date of retirement.

**Section 4.** In order to be eligible for a lump sum upon retirement, the employee must provide three months notice of the intent to retire.

## **ARTICLE 20**

### **UNPAID LEAVE OF ABSENCE**

**Section 1.** At the discretion and approval of the Employer, any Employee may request a leave of absence without pay.

**Section 2.** An Employee on leave of absence without pay, except military leave, does not accrue vacation days, sick leave, or any other benefits. No payments will be made by the Employer to any pension plan or health plan during this leave of absence. However, with the



approval of the company administering the plan, Employee's will be permitted to make such payments him or herself.

Section 3. A leave of absence shall not ordinarily exceed ninety (90) days. Leaves of absence greater than 90 days will not be permitted absent compelling circumstances.

Section 4. Employees are required to notify the Employer of the anticipated date of return from a leave of absence as soon as such date is known to the Employee, preferably before the leave is taken but in no event less than ten (10) days prior to the date of the employee's anticipated return. Failure to return within five (5) days of the scheduled return date without notice shall be considered a voluntary resignation.

Section 5. The employer shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. No decision made in any particular case shall be used as a precedent for any other.

## ARTICLE 21

### SICK LEAVE

Section 1. All employees shall be entitled to up to fifteen (15) paid sick days per year, except newly hired employees, who time shall be earned pro-rata for the first year of employment. Such days are only to be utilized by employees who are sick or otherwise entitled to use them in accordance with this agreement or applicable law, and employees who are found to have utilized such days for reasons other than illness or other approved usage shall be subject to discipline. This provision shall be deemed to require employer to provide the minimum number of paid sick days per year in the event that the law changes to require a number fewer or greater than 15.

Section 2. Sick leave is hereby defined as per the New Jersey Department of Personnel rules and regulations.

Section 3. After being absent for three (3) or more consecutive days, employees must provide proof, such as a doctor's note, that the absence was medically necessary. The Employer may also require proof whenever a pattern of absence or an abuse of sick leave is suspected.

**Section 4.** Any employee who is out sick on the following days more than once in any calendar year must have the need for the absence verified by a physician prior to returning to work:

1. Friday and Monday in the same seven-day period.
2. Thursday and Friday in the same seven-day period.
3. Mondays and Tuesdays in the same seven-day period.

In addition to the above, any employee who has taken more than three Fridays or Mondays (or any combination of Fridays and Mondays) due to illness in any calendar year,, must obtain a doctor's verification in order to return to work from the fourth such Friday or Monday absence.

Employees, who will be out in a manner covered by this provision, must contact the Personnel Director if said employee cannot arrange an appointment with his/her own physician, who will then schedule an appointment for the employee with a doctor chosen and paid by the Commission. No employee shall loose any pay as a result of management's inability to schedule a doctor's appointment by the date the employee indicates he/she is well enough to return to work. Employees who violate this policy will be disciplined for sick time abuse.

**Section 5.** In the event that it is medically necessary for an employee to be absent from work, such Employee shall notify the Employer at least one (1) hour prior to their scheduled shift for each day he/she will be absent.

**Section 6.** Sick Leave may not be used in less than half day blocks. However, Employees shall be allowed to use one (1) hour blocks of sick leave time at the beginning or at the end of the scheduled shift.

**Section 7.** If an employee resigns, is dismissed or laid off and has exceeded his/her allowable sick leave, the excess sick leave paid to him/her shall be deducted from any monies due him/her at the time if resignation, layoff, or dismissal.

**Section 8.** Employees shall be entitled to family leave in accordance with the New Jersey Family Leave Act, N.J.S.A. 34:11B-1. Additionally, employees shall be entitled to family leave and medical leave in accordance with the Federal Family and Medical leave Act ("FMLA"), 29

U.S.C. 2601 unless and until it is determined by a court of competent jurisdiction that FMLA does not apply to employees of state agencies such as Employer.

Section 9. Employees may utilize sick leave to respond to family or personal emergencies, up to a total of three (3) days per year. In general, the procedures for taking authorized sick leave apply to the taking of authorized emergency leave. Thus, Employees are to provide Employer as much notice as practicable under the circumstances and must take such leave in minimum of half day blocks, if time permits. Employees also may be required to provide proof of the emergency, in the discretion of the Employer.

Section 10. Employees who take five (5) or fewer paid sick days, shall be entitled to “cash-in” five (5) unused sick days in the pay period immediately before Christmas. In the event that any such employee fails to report to work between Christmas and the end of the calendar year, with or without a valid excuse, such employee shall repay Passaic Valley the wages associated with one redeemed day for each day that employee is not at work.

## **ARTICLE 22**

### **BEREAVEMENT LEAVE**

Section 1. All Unit Members except those approved leaves of absence, vacation and/or extended sick leave with or without pay, shall be entitled to three (3) days of bereavement leave at no loss in regular pay in the case of the death of an immediate family member. Such leave is to be taken within a reasonable time of the day of death or day of the funeral, and may not be split or postponed.

Section 2. “Immediate family member” shall be defined as follows: father, mother, spouse, child, sister, brother, grandparent, or domestic partner.

Section 3. The Employer reserves the right to require reasonable proof of death and/or relationship of the decedent to the employee.

Section 4. The Employer may, in its sole discretion, grant paid bereavement leave associated with the death of persons other than immediate family, such as foster parent, mother-in-law or father-in-law.

**ARTICLE 23**  
**JURY AND MILITARY LEAVES**

**Section 1.** Employees required to serve on Jury Duty shall immediately present the notice of service call to the Department Head. The affected employee shall receive his/her regular salary from Passaic Valley water Commission during the period of such excused absence. The employee on Jury Duty agrees that that any stipend he/she receives for serving shall be turned over to the Passaic Valley Water Commission. If an employee is not required to go to Court on a particular day, the employee must come to work. If the employee does not provide proof of his or her service, the employee will not be paid for those days.

Either Passaic Valley or the employee may request an excuse from jury duty if, in the judgment of Passaic Valley, the employee's absence would create serious operational difficulties.

**Section 2.** Military leave shall be provided in accordance with applicable law.

**ARTICLE 24**  
**ACCIDENT COMPENSATION POLICY**

**Section 1.** During the period of absence due to an accident arising out of and in the course of employment, an injured employee, while receiving Worker's Compensation, may elect to supplement the Worker's Compensation benefits by utilizing unused sick time. In such event, the employee will receive the difference between the amount received from the compensation carrier and the amount of his/her regular salary, charged against his accumulated sick time at the rate of one-half day for each day of absence.

**ARTICLE 25**  
**EMPLOYEE SAFETY**

**Section 1.** Passaic Valley shall form a safety committee consisting of representatives of Passaic Valley and the Union. The Committee shall have the responsibility to investigate and recommend corrective action on unsafe and unhealthful conditions. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Passaic Valley facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during work hours with no loss in pay for a period not to exceed one hour per day, when and if requested.

**Section 2.** Passaic Valley will provide such safety devices as it shall determine to be appropriate for the protection of its employees, and the employees shall utilize such devices as directed.

**Section 3.** Employees shall not be required to work where conditions exist which violate safety rules and regulations of Passaic Valley. An employee whose work has been temporarily eliminated as a result of a hazardous condition may be assigned to other work in the interim.

**Section 4.** Employee complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action shall be initiated at the earliest practicable time to bring such conditions within safety guidelines.

**Section 5.** A system of physical examinations for employees working in "hazardous" areas (i.e., where truck fumes or chlorine are present) or in areas where environmental conditions may be a health hazard will be instituted by the Commission. The procedures, frequency, and details of the examination will be in the discretion of the Commission. The Commission shall determine which areas are considered "hazardous." The examinations will be paid for by the Commission.

**ARTICLE 26**  
**COMPUTERS, E-MAIL, INTERNET**

Section 1. All computer, voice and data communication systems owned by the Employer are Employer property and may only be used for business purposes. Similarly, only computer software that is authorized by Employer may be utilized. The contents of all e-mail and internet communications are the sole and exclusive property of Employer and are subject to random review at any time. Employees generally will not be notified before (or after) an examination of any e-mail or internet communication is made, regardless of whether the employee was the originator or recipient of the message. E-mail and internet communications are not confidential communications between sender and the intended recipient. Employees must utilize e-mail and internet communication for official business-related purposes only and use appropriate language.

**ARTICLE 27**  
**NON-DISCRIMINATION**

Section 1. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, religion, color, age, gender, national origin, handicap status or sexual preference.

**ARTICLE 28**  
**STRIKES AND LOCKOUTS**

Section 1. The Union and the employees or either of them shall not call or engage in a strike or threats thereof for any cause whatsoever, nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with the Employer's operations

Section 2. The Employer shall not institute a lockout.

**ARTICLE 29**  
**BARGAINING UNIT WORK**

Section 1. No employee excepted from the provisions of this Agreement shall engage in performing bargaining unit members work while unit members are available and willing to perform the work, except in cases of emergency.

**ARTICLE 30**  
**SUBCONTRACTING OF WORK**

Section 1. If, during the term of this Agreement, the Employer decides to out-source work normally performed by unit members, the Employer shall notify the Union of its intention to do so as soon as reasonably practical and to discuss the impact of such contracting out with the Union. Those employees to whom such work was previously assigned will be given the priority to continue their employment in their classification or in any other position with the Employer for which they are qualified before layoffs or similar actions are taken.

**ARTICLE 31**  
**EFFECT OF LEGISLATION - SEPARABILITY**

Section 1. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, ruling orders of regulatory commissions or agencies having jurisdiction. If any provision of this agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey as determined by a tribunal of competent jurisdiction, such provision shall be superseded by the appropriate provision of such law or regulation. All other provisions of this agreement shall continue in full force and effect.

**ARTICLE 32**  
**GENERAL RULES OF CONSTRUCTION**

**Section 1.** In the construction of this Agreement, words and phrases shall be read and construed in context, and shall, unless inconsistent with the manifest intent of the parties, or unless another or different meaning is expressly indicated, be given their generally accepted meaning, according to approved usage of the language. Technical words and phrases, and words and phrases having a special or accepted meaning within the operation of Passaic Valley shall be construed in accordance with such technical or special and accepted meaning. Whenever, in describing or referring to any person, party, matter, or thing, any word importing the singular number or masculine gender is used, the same shall be understood to include and to apply to several persons or parties, as well as to one person or party, and to females, as well as males, and to several matters and things, as well as to one matter or thing.

**ARTICLE 33**  
**FULLY BARGAINED PROVISIONS**

**Section 1.** 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.

**Section 2.** The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 3.** The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matters or subject not specifically referred to or covered in this Agreement, that could have been referred to or covered in this agreement, even though such



matter or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 4. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

#### ARTICLE 34

#### RENEWAL

Section 1. The Employer and the Union agree to jointly enter into discussion relative to a renewal of this Agreement no later than the ninetieth (90) day immediately preceding the termination of this agreement.

**ARTICLE 35**  
**TERM OF AGREEMENT**

Section 1. The terms of this Agreement extend in full force and effect from January 1, 2007 through December 31, 2011 and thereafter until a successor agreement is reached.

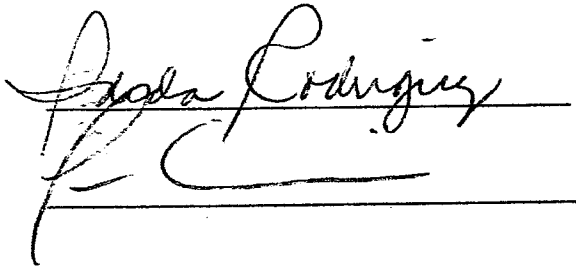
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents, on the date set forth next to the appropriate signature.

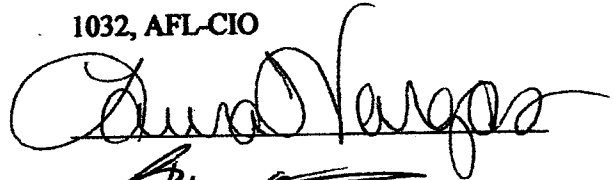
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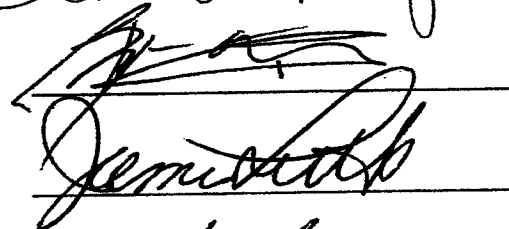
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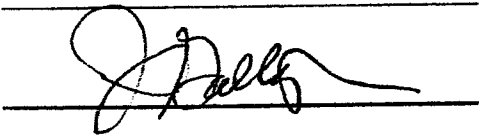
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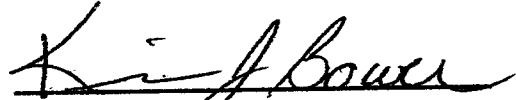
  
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DATE: 12/8/2008

DATE: 11-25-08