

**2012 Through 2013**  
**CCMUA COLLECTIVE BARGAINING**  
**AGREEMENT**  
**WITH**  
**UFCW INTERNATIONAL UNION**  
**LOCAL 1360, AFL-CIO**

**CCMUA**  
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## PREAMBLE

Agreement made between the Camden County Municipal Utilities Authority, hereinafter referred to as the "authority," and the United Food and Commercial Workers Union Local 1360, hereinafter referred to as the "Union," have as its purpose the improvement and promotion of harmonious employee relations between the Authority and its employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of the wages, hours of work and other terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, the parties agree as follows:

## ARTICLE I

### Recognition

- A. The Authority recognizes the Union as the exclusive bargaining representative for all full and regular part-time employees employed by the Authority in the following classifications and any titles that the parties may add:

Principal Accountant  
Accountant  
Systems Analyst  
Senior Accountant  
Senior Computer Services Technician  
Assistant Purchasing Agent  
Buyer  
Principal Engineering Aide  
Senior Engineering Aide  
Engineering Aide  
Secretary, Assistant Transcriber  
Supervisor of Customer Service  
Store Keeper  
Chief Chemist  
Chemist, WA  
Principal Laboratory Technician  
Supervisor of IPP  
Senior Environmental Health Specialist  
Environmental Health Aid  
Assistant Chief Sewage Plant Operator  
Senior Sewage Plant Operator  
Supervising Sewage Plant Repairer  
Senior Sewage Plant Repairer  
Supervising Electrician  
Supervising Mechanic

Assistant Chief Pump Station Operator  
Senior Sewage Pump Station Operator  
Coordinator of Motor Vehicle Repair

- B. The following classifications and employees in equivalent positions are excluded from the Bargaining Unit:

Secretary, Assistant Transcriber (To Solicitor)  
Secretary, Assistant Transcriber (To Deputy Executive Director)  
Executive Director  
Solicitor  
Chief Engineer  
Authority Secretary  
Director of Finance  
Purchasing Agent  
Maintenance Superintendent  
Chief Sewage Plant Operator  
Chief Pump Station Operator  
Director of O&M  
Assistant Director of O&M  
Deputy Executive Director  
Attorneys  
Division Chief of Regulatory Compliance, Lab and IPP  
Division Chief of Mechanical Systems  
Division Chief of Operating Systems  
Division Chief of Safety, Security, Communication and Information System  
Comptroller  
Administrative Secretary to Executive Director  
Chief Accountant  
Principal Personnel Clerk

## **ARTICLE II**

### **Managements' Rights**

A. The Authority hereby retains and reserves unto itself, 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:

1. The executive management and administrative control of the Authority and its properties and facilities and activities of its employees by utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Authority.

2. To use improved methods and equipment to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
  3. To hire all employees, and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.
  4. To suspend, demote, discharge or take other appropriate disciplinary action in accordance with the terms of this Agreement, and the Authority's regulations against any employee for good and just cause according to law.
  5. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.
  6. The Authority reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B. In the exercise of the foregoing power, right, authority, duties and responsibility of the Authority, the adoption of policies rules, regulations and practices, and in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Authority of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any other national, state, county or local laws or regulations.

### **ARTICLE III**

#### **Rules and Regulations**

- A. The Authority may establish reasonable and necessary rules of work and conduct for employees.
- B. Such rules shall be equitably applied and enforced, and a copy of such rules be sent to the Union ten (10) days prior to the implementation of said rules. To the extent that the Union believes that such rules or any specific part thereof conflicts with the terms of this agreement, the Union will take such steps as may be necessary to meet with the Authority, which will make itself reasonably available, to discuss any such conflict prior to the implementation of such rules. Rules and regulations will be provided to the employee upon entering into employment, and any amendments thereto shall be provided to all employees in writing.

## ARTICLE IV

### Non-Discrimination

- A. The Authority and the Union agree that there shall be no discrimination against any employee because of age, sex, affectional or sexual orientation, marital status, race, color, religion, national origin, physical handicap, political affiliation, union membership, or non-membership or activity or non-activity.
- B. The procedure for reporting claims of discrimination to the Authority is as follows: If you believe you have been discriminated against or unfairly or improperly treated in any way because of your race, creed, color, political affiliation, sex, national origin, religion, age, handicap or veteran status, please contact the Personnel Department or other designated person promptly. The Authority will investigate the matter to determine whether illegal discrimination has occurred. If it has, we will take appropriate action to correct it.

## ARTICLE V

### Dues Deduction and Agency Shop

- A. The Authority agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 52:14-159e, as amended.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Authority's Executive Director or his/her designee during the month following the filing of such card with the Authority.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Authority written notice thirty (30) days prior to the effective date of such change and shall furnish the Authority either new authorization from its members showing the authorized deduction for each employee, or an official notification on letterhead, of the Union and signed by the president of the Union advising of such changed deduction.
- D. The Union will provide the necessary check-off authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Authority's Executive Director of his/her designee.
- E. Any such written authorization may be withdrawn at any time by the filing of notices of such withdrawal with the Authority's Executive Director of his/her designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A.52:14-15.9e, as amended.
- F. The Authority agrees to deduct the fair share fee from the earnings of those employees hired who elect not to become members of the Union, or employees who are presently

or subsequently become members of the Union and subsequently withdraw from the Union, and transmit the fee to the majority representative, subject to the conditions set forth in the paragraphs below, all employees in this unit electing not to become a member of the Union will be required to pay to the Union a representative of fair share fee in lieu of dues for services rendered by the Union.

- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- H. The fair share fee for services rendered by the Union shall be an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the costs of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- I. The sum representing the fair share shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Authority.
- J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Authority or require the Authority to take any action other than to hold the fee in escrow pending resolution of the appeal.
- K. Payment of Union dues, or representation or fair share fees in lieu of dues, shall commence on the 30th day following an employee's employment in a position in the contractual bargaining unit.
- L. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Authority or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union advising of such changed deduction.
- M. The aggregate deductions from all employees shall be remitted to the Local Union, together with a list of names of all employees for whom the deductions were made by the tenth day of the succeeding month after such deductions were made.
- N. The Employer agrees to deduct authorized Political Action Committee payments from the

wages of employees upon receipt of proper written authorization from an employee. It is understood that such authorization for payroll deductions shall be voluntary on the part of the employee and may be canceled by the employee.

- O. The Authority agrees to deduct authorized Credit Union payments from the wages of employees upon receipt of proper written authorization. All such deductions and remittances shall be forwarded to the Credit Union Office on a biweekly basis.

## **ARTICLE VI**

### **Local Union Officers and Shop Stewards**

- A. The Authority recognizes the right of the Union to appoint its own Shop Stewards from the bargaining unit. Their authority shall be limited to the following duties and activities:
  - 1. The investigation, presentation and processing of grievances to the Authority of the Authority's designated representative in accordance with the provisions of the Agreement.
  - 2. The transmission of such messages and information which shall originate with and are authorized by the Local Union, provided that such messages and information:
    - a. have been reduced to writing; or
    - b. if not reduced to writing, are of such a nature involving Union business required by the Local Union to be communicated to the employees, prior authorization for which has been obtained from the Authority.
- B. Upon prior notice to, and authorization of the appropriate Authority's designated representative, Shop Stewards shall be permitted to investigate, present and process grievances on the property of the Authority during work hours which shall be in accordance with the grievance procedure set forth herein without the loss of time or pay. Such authorization by the Authority's representative shall not be unreasonably withheld.
- C. Whenever any employee of the Authority who is a representative of the Union is scheduled to participate during working hours in negotiations, conferences or meetings with Authority Representatives, he/she will suffer no loss of regular pay.
- D. Agents of the Union who are not employees of the Authority shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, only after checking in at the Authority's main reception desk and, when required by the Authority, having a member of the bargaining unit paged to provide an escort through the workplace and provided that there is no undue interference with the Authority's operation.



## ARTICLE VII

### Grievance Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Department.
- C. With regard to employees, the terms "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Collective Bargaining Agreement, policies, agreements and administrative decisions affecting them. With regard to the Authority, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. A "grievance" must be in writing and set forth a sufficient factual basis that permit the review of the grievance.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step or time limit is waived by mutual consent.

Step One: The aggrieved or the Union shall institute action under provisions hereof within seven (7) working days after the event giving rise to the grievance has occurred or within seven (7) working days from the date on which the grievant should reasonably have known of its occurrence. An earnest effort shall be made to settle the differences between aggrieved employee and the immediate Supervisor for the purpose of resolving the matter informally. The aggrieved employee shall notify his/her Shop Steward in writing of his/her intention to file a grievance. Failure to act within said seven (7) working days shall be deemed to constitute an abandonment of the grievance. The Supervisor shall try to adjust the matter and shall respond in writing to the employee or Steward within ten (10) working days.

Step Two: If no agreement can be reached orally within ten (10) working days of the initial discussion with the immediate Supervisor, the aggrieved and Steward or Union may present the grievance in writing within ten (10) working days thereafter to the Authority's designated representative. The Authority's designated representative shall meet with the Union's representative and the aggrieved employee in an endeavor to settle or resolve such grievance or dispute amicably, and will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Three: If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Authority and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same. Nothing herein shall preclude the parties from agreeing to the appointment of a mutually acceptable arbitrator.

- E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F. With regard to subject matters that are not arbitrable, the advisory arbitration proceedings shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission.
- G. If either party desires a verbatim record of the proceedings it may request that such record be made, provided that it pays for the record and makes copies available to the other party and the arbitrator.
- H. Upon prior notice to and authorization of the Authority's designated representative, the Shop Steward, the Grievant and a representative of the Local Union shall confer with employees and the Authority on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of said business does not diminish the effectiveness of the Authority or require the recall of off-duty employees.
- I. The parties further agree to give reasonable consideration to requests of either parties for meetings to discuss grievances pending at any step.
- J. Whenever a complain is made concerning the wages, vacation and/or holidays of any employee, an authorized representative of the Union shall have the right to inspect the Authority's payroll and time cards of the employee while the grievance is being processed.
- K. The time limited expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits for processing the grievance at any step in the grievance procedure.
- L. In the event that the aggrieved elects to pursue remedies available through New Jersey Department of Personnel (NJDOP), the grievance shall be canceled and the matter withdrawn from this procedure. This is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Authority's designated representative on the grievance. In the event that the grievance pursues his/her remedies through NJDOP, the arbitration hearing, if any, shall be canceled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

## ARTICLE VIII

### WORK SCHEDULES

- A. The regular starting or quitting time for work will not be changed unless at least five (5) days notice is given to the affected employee(s), except in cases of emergency.
- B. The regularly scheduled work week for bargaining unit employees shall consist of five (5) days, eight (8) working hours per day, forty (40) for such employees so scheduled at the time of the execution of this agreement and five (5) days, seven (7) working hours per day, thirty-five (35) hours per week for such employees so scheduled at the time of the execution of this agreement.
- C. Bargaining unit employees in the Department of Operations & Maintenance, with the exception of clerical workers in that Department, shall receive a break period from the work station of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon inclusive of such time as may be necessary for wash-up, provided that the time of the break period does not disrupt or interfere with the Authority's operations.
- D. Bargaining unit employees employed in the Department of Operations & Maintenance shall be entitled to a lunch period of thirty (30) minutes.
- E. All bargaining unit employees employed in the Administration Department and clerical workers employed in the Department of Operations & Maintenance shall be entitled to a lunch period of one (1) hour.
- F. In Department of Operations & Maintenance or whenever the nature of the work involved required continuous on a twenty-four-hours-per-day, seven-day-per-week basis, employees so assigned will have their schedules arranged in a manner which will assure, whenever practical, on a rotating basis, that all such employees in a given title will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.
- G. All bargaining unit employees who work the second shift shall receive shift differential pay in the amount of \$0.75 per hour, in addition to their weekly, and overtime pay.
- H. All bargaining unit employees who work the third shift shall receive shift differential pay in the amount of \$1.00 per hour, in addition to their weekly, and overtime pay.
- I. The Authority shall have the right, for a period of up to six (6) weeks unless mutually agreed otherwise, to assign bargaining unit employees to work shifts which provide, for opportunities to have different supervisors interact with management and staff on the widest possible basis for the benefit of training and other reasons for the protection of the public's health.

## ARTICLE IX

### On-Call Employees

Employees required to be on call by wearing Authority issued beepers shall be handled in the following manner.

- A. Beepers shall be rotated among employees in each department for a period of time generally lasting one week.
- B. If the next person on the list declines to accept the beeper assignment for the week, the Authority will seek the most senior volunteer to accept the beeper for the time period. If, after going once through the seniority list there is no volunteer, the original employee on the list must take the beeper assignment for the week.
- C. Once an employee has taken the beeper assignment, the employee shall be responsible for switching with a co-worker, with their supervisor's approval, for a short period of time if they are unable to take the beeper. If they cannot find a replacement, they must take the beeper.
- D. Employees required to be on call via beeper shall remain fit for duty and available within a ½ hour response time or that which is reasonable depending on weather and/or traffic conditions during the entire time on call.
- E. No employee shall be required to be on-call during their scheduled and approved vacation or personal leave, or sick leave.
- F. Beeper Pay: All on-call employees will be paid the following additional compensation for carrying a beeper

For the duration of this contract, on-call Employees shall receive \$1.25 per hour when required and authorized plus appropriate overtime if called in.

## ARTICLE X

### Overtime (effective upon execution of this Agreement)

- A. For all bargaining unit personnel employed in the Department of Operations & Maintenance, "overtime", is defined as any authorized time worked beyond forty (40) hours per week.
- B. For all bargaining unit personnel employed in the Administration Departments, "overtime", is defined as any authorized time worked beyond thirty-five (35) hours per week.
- C. One and one-half (1 ½) the employee's regular base rate of pay shall be paid for authorized work performed by bargaining unit personnel employed in the Department

of Operations & Maintenance under any of the following conditions:

1. All work performed in excess of forty (40) hours in any week.
2. All work performed in excess of forty (40) hours in one (1) week, except that hours for which one and one half (1 ½) times the employee's base rate of pay or double time is paid shall not be included in the forty-hour base;
3. All work performed on the employee's first day off, and
4. For holidays, in addition to holiday pay.

D. One and one-half (1 ½) times the employee's regular base rate of pay shall be paid for authorized work performed by bargaining unit personnel employed in the Administration Departments under any of the following conditions:

1. All work performed in excess of forty (40) hours in any week;
2. All work performed in excess of forty (40) hours in one (1) week, except those hours for which one and one-half (1 ½) times the employee's regular base rate of pay or double time is paid shall not be included in the thirty-five hour base; and
3. All work performed on the employee's first day off; and
4. For holidays, in addition to holiday pay.

E. Double time the employee's regular base rate of pay shall be paid for work performed by bargaining unit personnel employed in the Department of Operations & Maintenance under any of the following conditions:

1. All work performed on the second day off; and
2. For hours worked in excess of 16 consecutive hours. Employee's regular shift will not be paid as overtime.

F. Double time the employee's regular base rate of pay shall be paid for work performed by bargaining unit personnel employed in the Administration Departments under any of the following conditions:

1. All work performed on the employee's second day off,
2. Employees will be paid double time for hours worked in excess of 14 consecutive hours. Employees regular shift will not be paid as overtime; and

G. Overtime work shall be voluntary. Overtime work shall be distributed as equally as possible at each work location and Department/Division among employees within the same job classification. Where there are no volunteers, the Authority has the right to select the most qualified available employee who shall be required to work. For all bargaining unit personnel employed in the Administration Department, "overtime" is defined as any authorized time worked beyond thirty-five (35) hours per week. The regularly scheduled work week for bargaining unit employees in Administration Departments consist of five (5) days, seven (7) working hours per day.

H. All bargaining unit personnel employed in the Department of Operations &

Maintenance who are on rotating shifts shall be paid one and one-half (1 ½) times their regular base rate of pay for all work performed on the first day of their scheduled day off, and double time for all work performed on the second day of their schedule day off.

- I. Vacations and holidays shall be considered as time worked for purposes of computing overtime. Floating holidays utilized in increments, personal days and sick leave shall not be considered as time worked for purposes for computing overtime.
- J. If employee is requested to return to work after or before his/her regularly scheduled shift, for less than two (2) hours, said employee shall have two (2) hours credited to him/her, with the appropriate premium time multiplier applied thereto. If an employee is requested to perform work remotely from home after or before the employee's regularly scheduled shift, for less than one (1) hour, said employee shall have one (1) hour credited to him/her, with the appropriate premium time multiplier applied thereto.
- K. Overtime shall be paid currently, or at least no later than the following Thursday after overtime was performed.
- L. Bargaining unit personnel who perform work with the written authorization of the department head in a higher pay classification than their own shall be temporarily assigned and paid for such work after performing said work for two (2) weeks spending at least fifty percent (50%) of their time on the higher paid job. If an employee is already earning, in his/her own classification, more than the starting salary of the highest pay classification, then said employee shall be given an additional fifty cents (\$.50) per hour for said work; however, in no case shall the employee be paid more than the employee being temporarily replaced. An employee shall be paid at the rate of his/her own classification when performing work in a lower pay classification.

**ARTICLE XI**

**Longevity Pay**

- A. Longevity pay will be granted annually on or about December 1 of each year in a separate check to all employees covered by this Agreement who have more than five (5) years continuous full-time service on that date, as per the following schedule :

Years of Service	Amount (Percent)
From 5 to 9	2.25
From 10 to 14	3.25
From 15 to 19	4.25
From 20 or more	5.75

- B. To receive longevity pay an employee must be in a paying status as of July 1 of any year hereunder when longevity is to be paid. The date of payment shall be on or before December 15 of each year. If an employee leaves the service of the Authority in good standing after July 1, but prior to December 15 of any year, then such employee will receive longevity pay based upon the length of service as of December 1 of the current year on a prorated basis for the time of actual employment. If the employee leaves prior to July 1 of any year then no longevity pay shall be paid for that year.
- C. Longevity payments will not be prorated at a different percent (%) when years of service are between categories. The higher percentage will be used.
- D. Employees hired after June 20, 2012 shall not be eligible for longevity.

**ARTICLE XII**

**Holidays**

- A. The following are recognized as paid holidays for the period 2008-2011:

2012 - 2013  
 New Year's Day  
 Martin Luther King's Birthday  
 President's Day  
 Good Friday  
 Memorial Day (Observed)  
 Independence Day  
 Labor Day  
 Columbus Day (Observed)  
 Veteran's Day  
 Election Day  
 Thanksgiving Day  
 Friday after Thanksgiving Day  
 Christmas Day

- B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday, except for shift workers in Plan Operations and Maintenance, who are scheduled to work the Holiday, in which case the Holiday will be celebrated on the day of occurrence.
- C. It is understood that there shall only be one (1) day of celebration in the event that a holiday is celebrated on a day other than the actual day of said holiday, and no additional days shall be received because of the adjustment of the day of celebration.
- D. When the Authority declares, by formal action, a holiday for all Authority employees, all bargaining unit personnel who are required to work on such holiday(s) shall be

given a compensatory day at a later date. This provision has no applicability when holidays are granted pursuant to a contract with other representative associations or unions.

- E. Shift workers in plant Operations and Maintenance Department whose normal day off for that week coincides with the recognized paid holiday (See Section A above) shall receive an additional day's pay.
- F. Effective January 1, 2013, all employees shall be entitled to two (2) floating holidays to be taken at the employee's discretion, which can be taken in one hour increments. Floating holidays may be used by employees for emergency purposes as well as planned days off.

### ARTICLE XIII

#### Vacation

- A. Permanent full-time employees in the Authority's service shall be entitled to the following annual vacation with pay:

Years of Service	Number of Days
Up to 1	1 per month of service
1 to 3	12
3 to 5	15
5 to 15	20
After 15	25

- B. Any employee with less than one (1) year of service shall not take any vacation days accrued until at least six (6) months of service has passed.
- C.
  - 1. Senior Operators shall be granted their single day in accordance with the collective bargaining unit.
  - 2. If an unforeseen staff shortage arises for any reason, the Authority (or the Senior Operator on duty in cases where there are no management personnel present) shall use the seniority/rotating list in an effort to obtain proper coverage. If the seniority/rotating list has been exhausted and there are no volunteers to provide coverage, the Senior Operator on duty shall remain until relieved by another Senior Operator. In the event that the Senior Operator on duty is unable to stay based on a bona fide reason, the Senior Operator will



notify management and request the right to leave. The Authority will not unreasonably deny a request under such circumstances.

- D. Temporary full-time employees continuously employed for six (6) months shall be entitled to vacation leave to the same extent that such leave is provided for full-time permanent employees. Permanent part-time employees shall receive vacation leave on a prorated basis in accordance with the above schedule.
- E. Where in a calendar year or fiscal year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding year only.
- F. Vacation pay will be paid prior to the employee going on vacation, so long as the employee takes a minimum of five (5) working days' vacation and gives the Executive Director or his/her designated representative at least two (2) weeks notice.
- G. Upon the death of an employee, unused vacation leave shall be paid to the employee's estate.
- H. At the beginning of each calendar year in anticipation of continued employment, employees shall be credited with the appropriate vacation time from the above table. Vacation time shall be placed on the books up front; however, the policy of pro-rating vacation time upon separation from the Authority shall remain in effect. All requests will be honored by seniority up until March 15<sup>th</sup> of each year, then all remaining requests will be handled on a first come, first serve basis.

#### **ARTICLE XIV**

##### **Funeral Leave**

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay up to a maximum of three (3) workdays, one (1) of which shall be the day of death and/or day of the funeral.
- B. The term "immediate family" shall include mother, father, mother-in-law, father-in-law, grandmother, grandfather, brother, sister, brother-in-law, sister-in-law, spouse, children or step children, step parents and children under a legal guardianship, foster children and grandchildren of the employee.
- C. An employee may utilize available vacation time or sick time, with his/her supervisor's approval, which shall not be unreasonably withheld, in addition to the three (3) working days in paragraph A above.

## ARTICLE XV

### Sick Leave

- A. "Sick Leave" is hereby defined to mean leave from work due to personal illness, accident other than a workplace accident or exposure to contagious disease. Sick leave may also be used for short periods because of attendance of the employee upon a member of their immediate family who is seriously ill and requires the presence of the employee. A doctor's note attesting to the need for the employee's attendance shall be required.
- B. The term "immediate family" is hereby defined to include the following: mother, father, brother, sister, spouse, children or foster children of the employee and other relatives living in the employee's household.
- C. Employees who are absent for reasons that entitle him/her to sick leave shall call the appropriate voice mail extension at least one (1) hour prior to the employee's usual reporting time, except in emergency circumstances. Emergency circumstances are defined as circumstances which require the hospitalization or emergency room treatment of the employee or their immediate family, as defined in Paragraph B of this Article. Failure to give such notice may be cause of denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.
- D. 1. New employees only receive one and one-fourth ( $1\frac{1}{4}$ ) working days for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and three-fourths ( $\frac{3}{4}$ ) of a working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.
2. After the initial month of employment up to the end of the first calendar year, employees shall be credited with one and one-fourth ( $1\frac{1}{4}$ ) working days for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.
3. Sick time shall be advanced on January 1 to all other Bargaining Unit employees; however, the policy of pro-rating sick time upon separation from the Authority shall remain in effect.
- E. If any employee is absent for five (5) consecutive working days for sick leave or leave in attendance of a member of the employee's family, the Authority may require acceptable medical evidence on the form prescribed. The nature and illness and length of time the employee was or will be absent should be stated on the doctor's certificate. A

certificate of a physician in attendance may be required as proof of the need of the employee's leave after fifteen (15) days' leave in one (1) calendar year consisting of periods of less than five (5) days.

- F. The Authority, when there is a legitimate reason to believe that an employee is abusing sick time, may require the employee to submit acceptable medical evidence of proof of illness or may require the employee to undergo a physical examination. If sick leave is not approved, the time involved shall be changed to vacation, if available, provided the employee agrees. If, however, the employee has had sick leave change to vacation within the prior twelve (12) months, the time involved shall be considered unexcused and may be subject to disciplinary action.
- G. In case of leaves of absence ordered by a Health Department due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work, and time loss will not apply to sick leave or any loss of pay.
- H. Part-time permanent employees shall be entitled to sick leave on a prorated basis.
- I. Sick leave must be used first in a 1 hour increment, then in a ½ hour increment.
- J. Sick leave may be used by a handicapped employee for absences related to the acquisition of use of an aid for the handicap when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the employer.
- K. Full-time temporary employees of the Authority shall be entitled to sick leave in the same amount and for the same reason as provided for permanent employees.
- L. Employees on a daily, hourly or seasonal basis are not eligible for sick leave.
- M.
  - 1. Employees have the right to elect to continue accumulating sick leave as per applicable federal or state rules or take payment as provided. Effective December 31, 2012, sick leave may not be accumulated for payment at retirement as provided for in Paragraphs 4 and 5 of this Section.
  - 2. For each sick leave day taken during a given year the employee shall forfeit his/her right to sell back one (1) additional day from the maximum of fifteen (15) of which ten (10) are allowed as sell back. If an employee does not use any sick leave days from the maximum of

fifteen (15) during the calendar year then he/she will be entitled to sell back one (1) additional day for a total of eleven (11) allowed as sell back.

3. Employees must make their choice in writing no later than January 15 and no earlier than January 1 of each year.

Example: An employee earns fifteen (15) days for the year and uses six (6) days.

15 days earned  
(-) 6 days taken  
(-) 6 days forfeited

4. Employees hired before the signing of this Agreement that retire from the Authority shall be entitled to partial payment of accumulated sick leave subject to the conditions set forth in Section M. Employees that have twenty-five (25) years of service in the Public Employees Retirement System (PERS) and are fifty-five (55) years old or older shall be entitled to receive fifty-percent (50%) of his/her accumulated sick leave as additional severance pay, said payment not to exceed fifteen thousand dollars (\$15,000.00). Effective December 31, 2012, accumulated sick leave will not be available for payment at retirement.

5. Employees fifty-five (55) years old or older and have twenty-five (25) years of service in PERS who die while employed by the Authority will be entitled to have their estate receive 50% of his/her accumulated sick leave up to a maximum payment of \$15,000.00. This payment will no longer be available for employees that die after December 31, 2012.

N. The Authority shall have the right to discipline an employee for abuse of sick leave with just and sufficient cause. All mitigating and aggravating factors will be reviewed before disciplinary action is taken. No employee shall be disciplined for legitimately using any sick leave. No employee shall be disciplined for any absences which are the result of his/her compensable work related illness or injury.

O. A doctor's note shall contain:

1. Diagnosis;
2. Prognosis;
3. When employee was seen;
4. Treating doctor;
5. Date(s) of illness: and
6. Date of return to work, including limitations.

Doctor's note shall be submitted on first day employee reports to work. Failure to present proof of illness as stated above shall be reason for denial of sick leave and shall be considered unexcused.

- P. The Authority will comply as required by federal and state laws with the Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"). Eligible employees with at least one (1) year of service shall enjoy all rights and benefits under those laws, including continued health benefits for a period of twelve (12) weeks while on leave. Any employee taking leave under this section, which leave would otherwise qualify as a leave of absence under the FMLA and/or NJFLA, shall be required to take FMLA and NJFLA leave in conjunction therewith. Additionally, any employee taking leave under this section, which leave would otherwise qualify as a leave of absence under the FMLA and/or the NJLFA, shall be required to take all accumulated sick days in conjunction therewith.

## **ARTICLE XVI**

### **Maternity Leave**

- A. Maternity leave is defined as leave taken by any employee after the birth or adoption of a child.
- B. Maternity leave may be granted up to one (1) year in accordance with New Jersey rules and regulations, provided that the request for said leave is made in writing to the Executive Director.
- C. The leave, if granted, shall be without pay. However, the employee has the right to charge any vacation, sick days or other days coming to the employees to the maternity period.
- D. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, provided that the attending physician approves and so advises the Authority in writing.

## **ARTICLE XVII**

### **Jury Leave**

- A. A regular full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the court shall be paid by the Authority the difference between his/her daily base rate of pay up to a maximum of eight (8) hours and the daily jury fee, subject to the following conditions:
1. The employee must notify his/her Supervisor upon receipt of a summons for jury duty;
  2. The employee has not voluntarily sought jury service;
  3. The employee is not attending jury duty during vacation and/or other

- time off from the Authority employment; and
4. The employee submits adequate proof of the actual time served on jury duty and the amount received for such service.

## **ARTICLE XVIII**

### **Military Leave**

- A. The Authority agrees to provide all employees with military leave in accordance with federal and state statutes.

## **ARTICLE XIX**

### **Injury Leave**

- A. In the event that an employee becomes disabled by reason of a work-related injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she shall be entitled to full pay for a period of up to twelve (12) months.
- B. An employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof or as soon as reasonably possible after first being notified of the injury or condition to his/her immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he/she is unable to work, and the Authority may reasonably require the employee to present such certificate from time to time.
- D. If the Authority does not accept the certificate of the physician designated by the insurance carrier, the Authority shall have the right at its own cost to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Authority.
- E. In the event that the Authority physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Authority Physician, then the Authority and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Authority and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

- F. If the physician designated by the insurance carrier determines that the employee would be fit to return to light duty, the physician is to contact the Authority prior to the employee leaving the physician's office. If the Authority, in its discretion, determines that it is able to utilize the employee's services on a light-duty basis the employee shall be allowed to return to work on that basis for as long as the light duty assignment is available until he/she is able to return to full duties. If the Authority, in its discretion determines that it is unable to utilize the employee's services on a light-duty basis, then the employee shall be placed on injury leave pursuant to this Article.
- G. In the event that any employee is granted said injury leave, the Authority's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation disability and other payments received from other sources. At the Authority's option the employee shall either surrender and deliver any compensation, disability and other payments to the Authority and receive his/her entire salary payment or the Authority shall only pay the difference.
- H. The Authority shall have the right to discipline an employee, up to and including termination, for abuse of the privileges provided under this Article with just and sufficient cause.
- I. Any workplace injury occurring due to the failure of the employee to wear or utilize safety apparel, tools and/or devices supplied by or provided by allowance paid by the Authority may result in the denial by the Authority of payment of the difference between the employee's salary and compensation, disability and other payments received from other sources.
- J. Any employee sustaining injuries which are compensable under the Workmen's Compensation Act which prevent him/her from performing all work available to him/her at the Authority's workplace shall sustain no loss of pay for the balance of the day on which he was injured. Ability to perform work shall be determined by the doctor and/or hospital report.
- K. The Authority will comply as required by federal and state laws with the Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"). Eligible employees with at least one (1) year of service shall enjoy all rights and benefits under those laws, including continued health benefits for a period of twelve (12) weeks while on leave. Any employee taking leave under this section, which leave would otherwise qualify as a leave of absence under the FMLA and/or NJFLA, shall be required to take FMLA and NJFLA leave in conjunction therewith. Additionally, any employee taking leave under this section, which leave would otherwise qualify as a leave of absence under the FMLA and/or the NJLFA, shall be required to take all accumulated sick days in conjunction therewith.

## **ARTICLE XX**

### **Convention and Union Leave**

- A. Bargaining unit personnel who are duly authorized representatives of any organization listed in N.J.S.A. 38:23-2 and any amendment thereto shall be granted a leave of absence with pay for the purpose of traveling to and from and attending any state or national convention of said organization, not to exceed five (5) days in any calendar year, upon prior notice to and authorization of the Supervisor.
- B. The Union shall be allotted a total of eight (8) days per year with pay for Union Officers, Stewards or designated representative of the Union to be utilized by the Union for Union business (conventions, seminars, conferences and meetings called by the Union). A maximum of eight (8) days is allowed for the entire Union for the calendar year and this is no carry-over to the next year.

## **ARTICLE XXI**

### **Emergency Leave**

- A. Employees shall be given time off without loss of pay notwithstanding moneys paid from other sources when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President.

## **ARTICLE XXII**

### **Court Time**

- A. Employees shall be given time off without loss of pay when their attendance is required at any court or administrative agency for any action arising out of their employment with the Authority or when their attendance is required by the Authority.

## **ARTICLE XXIII**

### **Leave of Absence**

- A. Leaves of absence for provisional or permanent employees may be granted for a period not to exceed one (1) year. Requests for leave shall not be unreasonable denied.
- B. Employees returning from an authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.



- C. The Authority will comply as required by federal and state laws with the Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"). Eligible employees with at least one (1) year of service shall enjoy all rights and benefits under those laws, including continued health benefits for a period of twelve (12) weeks while on leave. Any employee taking leave under this section, which leave would otherwise qualify as a leave of absence under the FMLA and/or NJFLA, shall be required to take FMLA and NJFLA leave in conjunction therewith. Additionally, any employee taking leave under this section, which leave would otherwise qualify as a leave of absence under the FMLA and/or the NJLFA, shall be required to take all accumulated sick days in conjunction therewith.

## **ARTICLE XXIV**

### **Discipline**

- A. Authority shall not discipline, discharge or suspend an employee without just cause.
- B. An employee shall first receive one (1) written warning for any violation other than a violation which is cause for suspension or dismissed, before any action is taken against said employee for dismissal. A copy of any such notice shall also be directed to the Union for its information. A warning notice, other than for violations for critical rules which shall not be purged, shall remain part of the employee's record for a period of six (6) months thereafter, after which it shall cease to exist if no additional warning notice during said six-month period is given to the employee. Nothing herein shall be construed as preventing the Authority from maintaining a file pertaining to incidents that the Authority may be required to maintain pursuant to state or federal law and to show history and progressive discipline in legal proceedings. Such records so maintained will be utilized solely for the purpose as required by law and otherwise will be held in complete confidence.

## **ARTICLE XXV**

### **Job Posting**

- A. Any vacancies or newly created positions within the bargaining unit of the Authority will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary, a description of the job, its requirements and any required qualifications and the procedure to be followed by employees interested in applying.
- B. A copy of each notice posted will be forwarded to the Union.
- C. Posted positions shall be awarded based upon qualifications and ability and in accordance with New Jersey Department of Personnel statutes and regulations

where applicable. Where appropriate, seniority shall be considered as a factor.

## **ARTICLE XXVI**

### **Travel Allowance**

- A. Effective on the date of this agreement, bargaining unit personnel required to travel on authorized necessary Authority business and who are required to use their personal vehicles, shall be reimbursed at the approved IRS allowance rate of in addition to out-of-pocket expenses, provided that no Authority vehicle is available for use by the employee. On-call employees shall not receive reimbursement for travel to and from the work location.

## **ARTICLE XXVII**

### **Safety and Health**

- A. The Authority at all times shall maintain safe and healthful working conditions. The Authority should provide employees with any wearing apparel tools or devices that the Authority deems necessary to ensure the employee's safety and health.
- B. All wearing apparel tools or devices supplied by the Authority to the employee to ensure the employees safety and health must be worn and/or utilized by the employee. Failure to wear and/or utilize this wearing apparel, tools or devices shall subject the employee to disciplinary action by the Authority.
- C. All Uniforms required to be worn by the employee shall be paid for and supplied by the Authority. This shall not apply to any dress code established by the Authority for bargaining unit personnel employed in the Administration Departments.
- D. The Authority agrees to provide suitable sanitary conditions including toilets and hot and cold running water.
- E. The Union shall designate three (3) Safety Committee members to the existing Safety Committee as presently composed or as modified. The purpose and duties of the members shall be as defined for the entire membership of the Safety Committee.
- F. The Authority shall pay \$100.00 for steel-tipped safety shoe allowance in July of each year to be paid directly to each employee required to wear safety shoes.
- G. The Union agrees that a drug free work force is essential to the Authority and its employees for the safe administration and operation of its wastewater treatment systems. All supervisors, professionals and members of this bargaining unit with the exception of clerical workers and regardless of

whether the job title is or is not a "safety sensitive" job title are, therefore, subject to the Random Drug and Alcohol Testing and Reasonable Cause Testing as outlined in the Authority's Substance Abuse Policy/Policies in effect at the time. To the extent that any section or part of the Authority's Substance Abuse Policy/Policies differs in any way on the issue of what job title is covered, this agreement shall prevail.

## **ARTICLE XXVIII**

### **Seniority**

- A. "Seniority" is defined in accordance with New Jersey Department of Personnel statutes and regulations.
- B. An employee having broken service with the Authority (as distinguished from a paid leave of absence) shall not accrue seniority credit for the time when he/she was not paid by the Authority. This statement is to clarify the present state regulations.
- C. If a question arises concerning two (2) or more employees who were hired on the same date, the following shall apply:
  - 1. If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Authority's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.
- D. Once each year during the month of January, the Authority shall compile and submit to the Union in writing, and then post in a conspicuous place, a seniority list for the regular payroll records. Any employee hired after said posting shall have their names added to this list in order of the date of hire, and the Union shall be notified of such additions.
- E. Except where NJDOP statutes require otherwise, in case of layoff, recalls and vacation schedules, an employee with the greatest amount of seniority shall be given preference, provided that he has the ability to perform the work involved.
- F. An employee who takes an unauthorized absence for five (5) consecutive days without notice shall forfeit his/her seniority, and said absence shall constitute resignation on the employee's behalf.

**ARTICLE XXIX**

**Layoff and Severance**

In the event any employee covered by this Agreement is laid off during the term of this Agreement, the following benefits shall be paid in accordance with the conditions and understanding set forth below:

- A. Medical coverage shall continue to the end of the month in which the employee(s) is/are permanently laid off.
- B. All wages, severance, accrued vacation and holidays owing upon the termination of employment shall be paid at next payroll following the employee's last regular paycheck.

**ARTICLE XXX**

**Continuing Education**

The Authority will provide continuing education benefits in accordance with the benefits set forth in the Authority's Rules and Regulations.

**ARTICLE XXXI**

**Licenses and License Renewals**

- A. Employees who hold certain state licenses without holding job titles or positions relative to those licenses shall be reimbursed as follows:

CDL Licenses	\$450/year
C1 and S1 Licenses	\$450/year
C2 and S2 Licenses	\$500/year
C3 and S2 Licenses	\$550/year
C4 and S4 Licenses	\$600/year <i>\$600/yr [initials]</i>
Boiler License	\$0.35/hour

The stipend for the Boiler License is available only to Senior Sewer Plant Operators and Supervising Sewer Plant Repairers. All Bargaining Unit employees presently receiving the stipend for the Boiler License shall continue to receive the stipend for the term of this Agreement.

- B. The Authority agrees to pay all fees and costs related to the renewal of those licenses which employees are required to possess and maintain in order to perform the duties of their position with the Authority including, but not limited to those listed in Paragraph A of this Article.
- C. Employees shall be paid during the month of November each year upon proof of renewal of license.

- D. The Authority shall have the right to assign, on a temporary and as-needed or emergent basis, bargaining unit employees to such work assignments where the work assignments require the licensure of the employee performing the job duties;

## **ARTICLE XXXII**

### **Salaries**

- A. Effective upon signing of the contract, a two percent (2%) increase effective January 1, 2012, shall be granted to all employees on the payroll as of December 31, 2011
- B. Effective January 1, 2013, a two percent (2%) increase shall be granted to all employees on the payroll as of December 31, 2012.
- C. Effective January 1, 2012, a one percent (1%) cost of living increase for the years 2012 and 2013.

## **ARTICLE XXXIII**

### **Equalization of Pay**

- A. The Authority agrees that all employees employed by the Authority in the same job classification for three (3) or more continuous years shall receive the same annual salary. In order to accomplish this, this salary shall be equal to the highest paid employee within that classification.
- B. For example, if the starting salary for a certain job classification is twenty-two thousand dollars (\$22,000) and the highest paid employee within that classification is earning thirty thousand dollars (\$30,000), all employees who have been employed within that job classification for more than three (3) continuous years shall also receive the annual salary of thirty thousand dollars (\$30,000).
- C. When the highest paid employee within a job classification is promoted, retires or resigns, and other employees serving in the same job classification have not yet reached the higher pay rate of the departing employee, for the purposes of equalization, the higher pay rate of the departing employee shall remain in effect for a period of six months.

## **ARTICLE XXXIV**

### **Health & Welfare/Medical/Other Benefits**

- A. The Authority agrees to provide a major medical insurance plan for all eligible

employees and their families. All employees on the payroll as of the signing of this Agreement shall have a choice of the plan they desire and the minimum selection of plans shall be in accordance with that as required by law.

1. For the term of this contract, the Authority shall contribute to the United Food & Commercial Workers & Participating Food Industry Health and Welfare Fund (hereafter "Fund"). Upon the completion of the term of the contract, the Authority shall have the ability to continue with the Fund to provide Health and Welfare benefits to the employees or to withdraw from the Fund and provide equivalent Health and Welfare benefits to the employees through another provider. There shall be no more than twelve (12) monthly contributions during any twelve (12) consecutive calendar months.
2. The Authority shall make contributions to the Fund for all active employees and their families and also all eligible retirees and their spouses, current and future, unless otherwise specified herein. In exchange, the Fund shall provide all employees and their families and also all eligible retirees and their spouses, where applicable, with medical, prescription, dental and vision coverage, unless otherwise specified herein, at equivalent benefit levels and co-pays offered to employees at the signing of the agreement.
  - a. Active employees are those employees that are subject to the work schedules defined in Article VIII or are on approved leave with benefits as set forth in this Agreement
  - b. Eligible retirees are those employees that retire from the Authority after twenty-five (25) years or more of service with the Public Employee Retirement System (PERS) and are over age fifty-five (55). For employees hired after the signing of this Agreement, eligible retirees are those employees that retire from the Authority after twenty-five (25) years or more of service with the PERS and are over age of sixty-two (62).

ACTIVE PARTICIPANTS – See Attached Benefit Plans

RETIREES UNDER AGE 65:

Hospital	Prescription Drugs
Medical	Surgical
Major Medical	Reserve Factor
Administration	

RETIREES OVER AGE 65

Medicare Supplement

Prescription Drugs

3. The Fund shall be governed by a Board of Trustees consisting of equal numbers from the Employers and the Unions. The Plan shall conform to legal requirements of the law, both State and Federal. It shall include coverage under New Jersey Temporary Disability Law.
4. It is agreed that all questions involving Health and Welfare benefits and Authority contribution remittance requirements not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust and Plan Document as part of this Agreement, as well as the rules and regulations as promulgated by the Board of Trustees in their administration of their Plan.
5. It is required by law that complete records of participation be maintained.

Therefore, it is necessary that a Participation Agreement be completed by the Authority and UFCW Local 1360 consistent with the terms of this contract.

6. Effective January 1, 2010, the Authority shall transfer its current medical benefits to the Fund without any loss of benefits. For any employee hired after the signing of the Agreement, the Authority shall make contributions effective the first (1<sup>st</sup>) of the month following sixty (60) days of date of hire.
7. Effective May 1, 2012 and May 1, 2013, the Authority agrees to increase contributions up to a maximum of twelve-percent (12%) to maintain the level of benefits. The actual cost of benefits will be based upon the aggregate of all plans. The aggregate of all plans will be determined by the Fund office using a method approved by the Board of Trustees. The Fund rates effective May 1, 2012 will remain in effect until April 30, 2013.
8. Contributions prepared by the Authority must be received by the Fund office on or before the fifteenth (15<sup>th</sup>) day of the month for the benefit month being reported. All contributions must be accompanied by the Fund's approved Authority remittance form, or any other method approved by the Board of Trustees.
9. Contributions received after the specified due date shall be considered delinquent. According to the Fund's policy for the collection of delinquent contributions and payroll audits as approved by the Board of Trustees, when a contribution becomes delinquent, an interest penalty shall be assessed on all outstanding amounts at a rate of two-percent (2%) above the prime rate as published in the Wall Street Journal on January 1<sup>st</sup> and July 1<sup>st</sup> of each year. If a contribution is not received within ten (10) business days after the contribution becomes delinquent, in addition to the interest penalty, liquidated damages shall be assessed

in the amount equal to twenty-percent (20%) of the delinquent contributions. If contribution is not received within twenty (20) business days after the contribution becomes delinquent, collection of the contribution may be referred to Fund counsel.

10. The parties agree that at the request of the Union, this Agreement shall be reopened for the exclusive purpose of negotiating benefit plans which result in a cost savings and reduction in the premium contributions by the members of the bargaining unit consistent with the laws of the State of New Jersey. If that purpose is not achieved or if the parties cannot reach an agreement on the issue, then the benefit plan and contributions set forth in this Article shall remain intact.

B. The Authority will pay health insurance and prescription plan premiums for eligible retirees as defined in Section A. If the eligible retiree has a spouse that is covered under the employee's coverage at the time of his/her retirement, the Authority will pay health insurance and prescription plan premiums for that spouse for the life of the retiree. The Fund shall be responsible for providing eligible retirees and their spouses (if applicable) with health insurance and prescription coverage. The Fund shall be responsible for providing eligible retirees over age sixty-five (65) with a hospitalization plan and prescription coverage that supplements coverage under Medicare.

C. Eligible retirees and his/her spouse (where applicable) that reach the age of sixty-five (65) must enroll in Medicare. The Authority will pay the premiums associated with medical and prescription coverage as a supplement to Medicare to the Fund. The Fund shall provide medical and prescription coverage to all eligible retirees and their spouses over age sixty-five (65) as a supplement to Medicare

For active employees that reach age sixty-five (65) and elect to enroll in Medicare, the Authority will pay the premiums associated with the medical and prescription coverage of Medicare and the Fund. Additionally, the Authority will pay for the active employee and his/her spouse through the Fund the cost of the Medicare premiums paid. No active employee shall be required to enroll in Medicare regardless of age.

D. For retirees that are not eligible for benefits as defined in Section A, but have over ten (10) years and less than twenty-five (25) years of service in PERS, they may continue receiving medical and prescription benefits at their own expense at 100% of the applicable rates charged by the Fund. If the retiree has a spouse that is covered under the employee's coverage at the time of his/her retirement, the retiree's spouse may continue receiving medical and prescription benefits at their own expense at 100% of the applicable rates charged by the Fund. The administration of these payments and benefits will be the responsibility of the Fund.

E. Nothing stated in this Article shall limit or reduce the rights and/or coverages provided to any employee under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).



F. The Authority will provide temporary disability insurance under the State of New Jersey plan. Employees shall pay their share of the state plan. The Authority will provide to eligible employees additional disability for payment of seventy percent (70%) of weekly salary up to the state disability maximum per week and eligibility for up to twenty-six (26) weeks.

G. Duplication of Benefits/Sell Back Option. The Authority will provide cash in lieu of benefits to those employees who opt out to take the health insurance as provided by the Authority. The employee will be reimbursed on a monthly basis for thirty percent (30%) of the cost of the lowest cost benefit provided for each full month of coverage which they did not take (i.e., in October, employee received September's money). By completing a Duplication of Benefits Back Option Agreement, the employee has the ability to sell back their benefits.

Any employee wishing to regain their benefits under the Fund may do so using the Plan anniversary date as the month in which they can change "once a year", as permitted by the Fund. However, in the event an employee no longer has alternative coverage due to an involuntary change in circumstances, he or she shall be entitled to resume benefits under the Fund following the loss of the alternative coverage.

H. Newly hired employees shall only have the choice of an HMO plan offered by the Authority.

## **ARTICLE XXXV**

### **Pension Plan**

The Authority will offer employees a qualified 457 plan. Employees remain under the N.J. State Pension Plan.

## **ARTICLE XXXVI**

### **Employee's Bill of Rights**

- A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each and ever step of a disciplinary hearing.
- C. An employee who has a reasonable suspicion to believe that he/she is to be suspended, discharged or disciplined shall be entitled to Union representation.
- D. No recording devices or stenographer of any kind shall be used during any meeting unless both Union and employer are made aware of their use prior to such meeting.

- E. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty, and the burden of proof shall be on the employer.
- F. An employee shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement.

## **ARTICLE XXXVII**

### **Personnel Files**

- A. The Authority shall establish personnel files or confidential records which shall be maintained under the direction of the Authority.
- B. Upon prior notice to the Executive Director of his/her designee, all employees shall have access to their individual personnel file.
- C. The Authority shall not insert any adverse material into any files of the employee, unless the employee has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material unless that employee waives these rights.
- D. The employee shall have the right to respond in writing to any complaint, negative report or disciplinary warning entered into his/her individual personnel file through the grievance procedure.

## **ARTICLE XXXVIII**

### **Union Bulletin Board**

- A. Bulletin boards will be provided by the Authority at permanent work locations for the posting of notices relating to meetings and official business of the Union only.
- B. Only material authorized by the signature of the Union or Shop shall be permitted to be posted on said bulletin board. The Authority or the Union may have removed any material which does not conform to the intent of the above provisions of this Article

## **ARTICLE XXXIX**

### **General Provisions**

- A. It is agreed that representatives of the Authority and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily grievances as such. Such meetings shall be

initiated by the written request of either party, and a precise agenda shall be established.

- B. The jurisdiction and authority of the Authority over matters not contained in this Agreement are expressly reserved and impliedly reserved by the Authority.
- C. Upon discharge or quitting the employee shall be paid all moneys due said employee up to the date of discharge, including vacation, comp time and holiday pay, if any, due hereunder. Any such payment due the employee shall be paid on the next payday.

**ARTICLE XL**

**Severability and Savings**

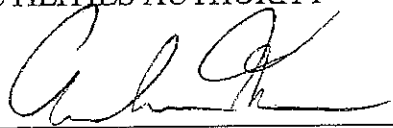
- A. Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provision son the remainder of any clause, sentence or paragraph in which offending language may appear.

**ARTICLE XLI**

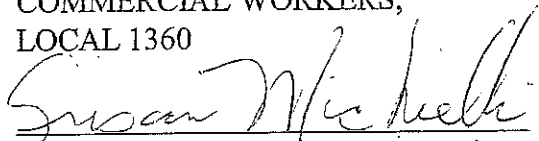
**Termination**

- A. This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and Including December 31, 2013. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other give notice, in writing, no sooner than one hundred fifty (150) days and not later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective authorized representatives this      day of      2012  
FOR CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY      FOR UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL 1360



Andrew Kricun  
Executive Director



Susan Michielli, Union Representative  
United Food & Commercial Workers,  
Local 1360

