

AGREEMENT

Between

THE OCEAN COUNTY UTILITIES AUTHORITY

and

UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION

AFL-CIO-CLC LOCAL 4-149

January 1, 2008 through December 31, 2010

TABLE OF CONTENTS

| | <u>Article</u> | <u>Page #</u> |
|--|----------------|---------------|
| PREAMBLE | -- | -- |
| AGENCY FEE | V | 6 |
| BEREAVEMENT PAY | XXI | 29 |
| CALL-IN/ON CALL PAY | XXVI | 37 |
| CODE OF CONDUCT | XXVII | 38 |
| DRESS CODE | XXX | 42 |
| DUES CHECK-OFF | IV | 5 |
| EDUCATION AND TRAINING | XXXII | 44 |
| FULLY BARGAINED PROVISIONS | VII | 11 |
| GRIEVANCE PROCEDURE | VI | 8 |
| HOLIDAYS | XXII | 30 |
| HOURLY WAGES | XXXVII | 52 |
| HOURS OF WORK AND OVERTIME | XXIX | 40 |
| INJURY ON OTHER EMPLOYMENT | XXIII | 32 |
| INSURANCE COVERAGE | XXXIV | 48 |
| JURY DUTY | XV | 19 |
| LEAVE OF ABSENCE | XII | 16 |
| MAINTENANCE OF OPERATIONS | III | 4 |
| MANAGEMENT RIGHTS | II | 2 |
| MEAL ALLOWANCE | XIII | 17 |
| MILITARY LEAVE | XXXIII | 47 |
| NONDISCRIMINATION | IX | 13 |
| POLITICAL ACTIVITY | XXVIII | 39 |
| POSTING OF JOB VACANCIES | XVI | 20 |
| PROBATIONARY PERIOD | XI | 15 |
| RECOGNITION (Craft) | I | 1 |
| RECOGNITION (Production & Maintenance) | IA | 1A |
| REPORTING PAY | XVII | 22 |
| RESIGNATION, RETIREMENT, SEVERANCE | XXXV | 50 |
| SAFETY COMMITTEE | XX | 28 |
| SEPARABILITY AND SAVINGS | X | 14 |
| SENIORITY | XVIII | 23 |
| SHIFT DIFFERENTIAL | XXXI | 43 |
| SICK LEAVE | XXV | 35 |
| TERM AND RENEWAL | XXXVI | 51 |
| TRANSFERS AND REASSIGNMENTS | XIX | 26 |
| UNION BULLETIN BOARD | VIII | 12 |
| UNION BUSINESS | XIV | 18 |
| VACATIONS | XXIV | 33 |
| APPENDIX A - Apprenticeship Agreement | - | 55 |

PREAMBLE

This Agreement made this twenty-fifth day of September, 2008, by and between the OCEAN COUNTY UTILITIES AUTHORITY, in the County of Ocean, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority"), and the UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC on behalf of its LOCAL 4-149 (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Authority and the Union.

ARTICLE I
RECOGNITION
(CRAFT EMPLOYEES)

The Authority recognizes the Union as the exclusive representative, as certified on February 16, 1978 by the New Jersey Public Employment Relations Commission (Docket No. RO-78-102) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time and regular part-time (who work at least twenty (20) hours per week) craft employees including Electricians, Electrician Aides, HVAC Technician, HVAC Technician Aide, Information Technology Technician, Information Technology Technician Aide, Laboratory Technicians, Laboratory Technician Aides, Mason/Carpenters, Mechanics, Mechanic Aides, Mechanical Technician, Mechanic/Welders, Operators, Operator Trainees, Painters, Painter Aides, Process Control Technicians, Process Control Technician Aides, Vehicle Mechanics, and Vehicle Mechanic Aides employed by the Authority; excluding non-craft employees, clerical employees, confidential employees, professional employees, police, managerial executives and supervisors within the meaning of the Act: specifically, Plant Operator, Plant Electrician, Plant Mechanic, Management and Budget Department employees, Engineering and Construction Department employees, and all other employees of the Authority.

ARTICLE IA
RECOGNITION
(NON-CRAFT)
(PRODUCTION AND MAINTENANCE EMPLOYEES)

The Authority recognizes the Union as the exclusive representative, as certified on February 16, 1978 by the New Jersey Public Employment Relations Commission (Docket No. RO-78-102) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time and regular part-time (who work at least twenty (20) hours per week) production and maintenance employees including, Articulated Truck Drivers, Custodians I/II, Custodian Trainees I/II, Equipment Operators, Industrial Pretreatment Program Technicians, Septage Facility Operator, Solids Equipment Operators, Stores Clerk, and Utility Workers, employed by the Authority; excluding all craft employees, clerical employees, confidential employees, professional employees, police, managerial executives and supervisors within the meaning of the Act: specifically Plant Operator, Plant Electrician, Plant Mechanic, Management and Budget Department employees, Engineering and Construction employees, and all other employees of the Authority.

ARTICLE II
MANAGEMENT RIGHTS

- A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Authority and its properties and facilities and the employment activities of its employees;
 2. 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;
 3. To suspend, demote, discharge or take other disciplinary action, subject to the grievance procedure;
 4. To establish a code of rules and regulations of the Authority for the operation of the Authority;
 5. To make all such decisions relating to the performance of the Authority's operations and maintenance activities;
 6. To establish any new job classifications and job content and qualifications;
 7. To establish and schedule the working hours of employees;
 8. To determine the reasonable work pace, work performance levels and standards of performance of the employees;
 9. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment

and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A. 40:14A and/or 40:14B or any other national, state, county or local laws or ordinances.

ARTICLE III
MAINTENANCE OF OPERATIONS

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

- B. The Union agrees that it will do everything in its power to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned. The Union's actions will include, but not be limited to publicly disavowing such activities in the media and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

- C. In the event of a strike, slowdown, walk-out or job action, it is understood and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.

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

- E. The Authority agrees that it shall not lock out any employee covered under this Agreement.

ARTICLE IV
DUES CHECK-OFF

- A. The Authority agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Authority to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9(e).

- B. The Authority shall adjust Union dues when notified by the Secretary Treasurer of the USW International Union. The Union shall provide reasonable notice of the dues deductions to the Authority, including changes, in writing. The Authority shall endeavor to implement any changes in the dues deductions and remit any retroactive dues to the Union within a reasonable period of time.

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

ARTICLE V
AGENCY FEE

- A. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.
- B. Prior to the beginning of each calendar year, the Union will notify the Authority in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that calendar year. The representation fee to be paid by nonmembers will be no more than 85 percent of that amount. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the salary deduction for these representation fees. It is specifically agreed that the Authority 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.
- C. 1. Once during each calendar year covered in whole or in part by this Agreement, the Union will submit to the Authority a list of those employees who have not become members of the Union for the then current membership year. The Authority will deduct from the salaries of such employees, in accordance with Paragraph C.2, below, the full amount of the representation fee and will transmit the amount so deducted to the Union.
2. The Authority will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:
- a. Within thirty (30) days after receipt of the aforesaid list by the Authority; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority in a nonbargaining unit position or was on layoff, in which event the deductions

will begin with the first paycheck paid thirty (30) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

- c. The contract language shall serve as authorization of said representative fee.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
 4. The Union will notify the Authority in writing of any changes in the list provided for in Paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Authority received said notice.
 5. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:14-5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority shall immediately cease making said deductions.
 6. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority prior to the institution of this Agreement.
- D. The Authority shall be relieved from making such representation fee deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) leave of absence, or (e) revocation of the Union's list in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Authority will resume the obligation of making said deductions in accordance with Paragraph C.2. hereof.
- E. The Authority shall not be obliged to make Agency Fee deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the deduction.

ARTICLE VI
GRIEVANCE PROCEDURE

A. **DEFINITIONS**

The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, or policies or administrative decisions which affect terms and conditions of employment, and which may be raised by an individual, a group of individuals, the Union on behalf of an individual or a group of individuals.

- B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement. This procedure shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE

The aggrieved shall institute action in writing, under the provision hereof, within seven (7) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee, his/her Shop Steward and his/her Department/Division Director. Failure of the employee to act within seven (7) working days shall be deemed to constitute an abandonment of the grievance. The Department/Division Director shall render a decision, in writing, within seven (7) working days after receipt of the grievance.

STEP TWO

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above, the grievance may be filed in writing with the Director, Human Resources, or his/her designee, within seven (7) working days. The Director, Human Resources, or his/her designee, may call a meeting of the principals and Union in the resolution of the grievance. This meeting will include, but may not be limited to the Director, Human Resources, Department/Division Director, Grievant, the local Shop Steward, the Chief Shop Steward and the Local’s President, or their designees. The Director, Human Resources, or his/her designee, shall have seven (7) working days to respond to the grievance.

STEP THREE (A)

With respect only to those grievances not involving the express terms of this Agreement, and in lieu of Step Three (B), if the grievance is not resolved to the satisfaction of the Union at Step Two above, the Union shall within seven (7) working days after the response from the Director, Human Resources, or his/her designee, submit the grievance to the Authority’s Executive Director. The

Executive Director may hold a hearing on such grievance within thirty (30) working days and shall render a decision within fourteen (14) working days from the close of the hearing. If more time is needed, the Union shall be notified. The decision of the Executive Director shall be final and binding upon the parties.

STEP THREE (B)

1. With respect only to those grievances involving the express terms of this Agreement, and in lieu of Step Three (A), and in the event the grievance is not resolved to the Union's satisfaction at Step Two, or in the event the Director, Human Resources, or his/her designee, has not served a timely written response at Step Two, then within seven (7) working days after the response date set forth in Step Two, the Union may notify the Director, Human Resources in writing of the Union's intention to submit the grievance for binding arbitration to the New Jersey State Board of Mediation.
2. Grievances must relate solely to a controversy involving the express terms of this Agreement; be timely filed and timely processed through the applicable internal steps of this grievance procedure; relate solely to subject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by way of remedy do not seek a result inconsistent with statute, administrative regulation or decisional law, inconsistent with the Authority's management prerogatives set forth generally and specifically in the Management Rights Article of this Agreement, or which would significantly interfere with such management prerogatives.
3. Within seven (7) working days after providing notice to the Director, Human Resources of the Union's intention to go to binding arbitration, the Union may invoke binding arbitration by submitting a written request theretofore to the New Jersey State Board of Mediation with a copy of such request to the Director, Human Resources. Thereafter, binding arbitration proceedings shall be conducted pursuant to the rules of the New Jersey State Board of Mediation, except as they may be expressly altered or modified herein.
4. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his/her award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to

modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, and shall be expressly bound by the considerations set forth in paragraph (2) above.

5. Grievance and arbitration hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his/her request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the Director, Human Resources, or his/her designee, in writing by no later than three days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority.
 6. Costs of the arbitrator shall be paid by the losing party. Additional costs incurred shall be borne by the party incurring same.
- C. It is the interpretation of both parties that if the Authority's response is late, without prior notification, the grievance progresses to the next step.
- D. In the event an employee is discharged, the parties agree to drop Step One and go directly to Step Two.

ARTICLE VII
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, 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 matter or subject not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE VIII
UNION BULLETIN BOARD

- A. The Authority shall supply and maintain an enclosed bulletin board specifically marked for Union notices, upon which the Union may post notices of Union meetings and activities which have been signed by a Union official from the local Union.

- B. The Authority reserves the right to refuse to allow the posting of matters that may be considered inflammatory or in poor taste.

- C. All postings other than official notices of union meetings and activities signed by the Chief Shop Steward or his/her designee must be approved by the Director, Human Resources or his/her designee at least forty-eight (48) hours prior to posting.

- D. New postings will be headlined in red and replaced with normal letterhead postings after three (3) working days.

ARTICLE IX
NONDISCRIMINATION

There shall be no discrimination by the Authority or the Union against any employee because of the employee's membership or nonmembership in the Union. The Authority and the Union agree that they will comply with all State and federal statutes regarding discrimination.

ARTICLE X
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XI
PROBATIONARY PERIOD

- A. During the first one hundred eighty (180) days of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his/her employment within that time without challenge, by either the employee or the Union, and without resort to any grievance procedures or any other hearing procedure.
- B. The Authority retains the sole right to establish a hiring rate for probationary employees which shall be no more than the basic rates herein established, and shall be effective for up to six (6) months.
- C. During the probationary period, the new employee will not accumulate or be able to use the following:
- | | |
|-------------------|---------------------|
| 1. Sick Time | 3. Personal Time |
| 2. Vacation Leave | 4. Dental Insurance |
- After a successful completion of the probationary period, the employee will begin to accumulate and be able to use the above benefits as set forth by contract and/or Authority policy.
- D. State benefits are not affected by this Article.
- E. Seniority will begin on the date of hire.

ARTICLE XII
LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Authority.
- B. At the discretion of the Director, Human Resources and with the approval of the Executive Director and the Authority's Board of Commissioners, any employee may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay, except military leave, does not accrue vacation, sick leave benefits, or any other benefit, with the exception of membership in the health benefits' plan, which shall continue, and membership in the retirement system, which may be continued by forwarding a copy of the Authority's Resolution authorizing the leave of absence. However, no payments will be made by the Authority to the pension system or Health Benefits' plan during this leave of absence. The Authority will make available to an employee on leave the necessary information to continue health coverage on his/her own. In the event that an employee is eligible for Federal Family Leave, health insurance coverage will continue, at the expense of the Authority, for the period of time that the employee is covered under the Federal and Family Medical Leave Act of 1993.
- D. A leave of absence shall not exceed three (3) months in length, after which it may be reconsidered, and any requested extension shall either be granted or denied. In the case of leave for disability purposes, the initial leave shall not exceed six (6) months, subject to a maximum of two (2) - three (3) month extensions each at the Authority's discretion. During such periods of disability leave, the Authority shall have the right to replace the employee on leave with a temporary employee for the duration of the leave.
- E. Employees are required to notify the Authority of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- F. The Authority shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event, shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave.
- G. An employee on authorized leave of absence shall retain seniority for "length of service" purposes.

ARTICLE XIII
MEAL ALLOWANCE

- A. If any employee shall work for three (3) full continuous hours past the normal eight (8) hour shift, the Authority shall provide a meal allowance of up to \$6.00 for such hours worked.

- B. The Authority may, in its discretion, require employees to provide a validated receipt for said meal.

ARTICLE XIV
UNION BUSINESS

- A. Shop Stewards are to discuss employee grievances on their own time only. However, if such grievance conferences must, because of the circumstances involved, be on working time, Stewards shall first obtain permission from their Department/Division Director or other appropriate supervisor before leaving their work station. Such permission will not be unreasonably denied. The Union may appoint a Chief Steward in addition to Shop Stewards who will represent the Union on grievances that reach Step Two of the Grievance Procedure.

- B. Under no conditions shall the Stewards interfere with the performance of the work of others.

- C. Up to four (4) employee members of the Negotiating Committee shall be excused for negotiations with no loss in regular pay. Such meetings shall be scheduled in an alternating basis between afternoon and evening sessions. It shall be the employee's responsibility to notify his/her supervisor at least one (1) week in advance of any negotiating meeting so that the supervisor may make arrangements for proper replacement, if necessary.

- D. The Authority also recognizes three Assistant Shop Stewards, one at each Authority location (North, Central, and South).

- E. A combined total of four (4) days off without pay from work for each contract year will be granted to Officers of the Union (as designated by the Union) to attend meetings or training sessions. At least one week's notice must be provided to the Authority to obtain such approval.

ARTICLE XV

JURY DUTY

- A. Employees summoned for jury duty shall be required to notify their immediate supervisor in advance. A completed “Personnel Time Record” with a copy of the “Jury Summons” must be forwarded to the Human Resources Office for processing.
- B. Employees summoned for jury duty will receive straight-time pay less any compensation (excluding travel expenses) they may receive for attending said Court proceeding.
- C. While on jury duty, it is the responsibility of the employee to keep his/her supervisor informed as to the status of his/her jury duty schedule. Authority employees will be required to report to work on the next scheduled workday immediately following their final discharge from jury duty. If discharged from jury duty more than three hours prior to the end of the workday, employees must report to work for the duration of the workday. If an employee is placed on the code-a-phone system he/she is required to notify his/her immediate supervisor of this status for further instruction. If an employee is not required to appear for jury duty on any day, or part of any day, during the period for which he/she is summoned, he/she will be required to report to work for that time period.
- D. If an employee is required to serve on jury duty, that employee will be considered, for scheduling purposes, a day shift, Monday through Friday worker.
- E. Upon completion of jury duty, it is required that the employee provide to the Authority a copy of a statement furnished by the Jury Manager, documenting the time credited to jury duty attendance. It is the employee’s responsibility to request and obtain this information from the Jury Management Office.

ARTICLE XVI
POSTING OF JOB VACANCIES

- A. All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of one (1) week, with a copy submitted to the Chief Shop Steward of the Union. Employees applying for such vacancies shall make a request in writing through their immediate supervisors to the Director, Human Resources. The Authority will post the results of the bidding within three (3) work days after the award of the job.

- B. Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided that such employees are, in the discretion of the Authority, qualified.

- C.1 Any employee, who has received a suspension for disciplinary reasons, will not be eligible to apply for a job posting until one year has elapsed from the completion of the suspension.

- C.2 Any employee, who has received a suspension which is pending the grievance procedure, may apply for a posted position and, if qualified, will be interviewed for that position. However, if the subject employee is deemed the most qualified, the next most qualified employee will be placed in the job, on a temporary basis, pending the resolution of the grievance.

- D. If two (2) or more qualified employees apply for such position or promotion, seniority will be considered along with qualifications in determining which employee shall be selected to fill the position before any new employee is hired. The Authority reserves the right to select the most qualified candidate to fill the position.

- E. Employees hired before July 28, 2000, who bid into a vacant Utility Worker position shall do so at the contractual rate of pay of a Utility Worker II. After July 28, 2000, each Utility Worker position vacated that requires a new hire into the Authority, will be filled with the entry-level position of Utility Worker.

- F. Applicants may apply for positions only during the posting period.

- G. In the event a candidate is out on authorized leave, the Shop Steward may apply for a position on his/her behalf; however, the candidate him/herself must reapply within two (2) days from his/her return to work. Failure to do so shall invalidate the application.
- H. An employee who has been awarded a position through the posting process, will not be able to post for another lateral or downward position during the ninety (90) day probationary period.
- I. Before any new bargaining unit position is established, the Authority shall notify the Union.
- J. Employees who are displaced, bumped, demoted, reassigned, or transferred from a position as a result of a settlement of a grievance or an Arbitrator's decision shall retain recall rights for a period of one year should a position within that same classification/title become vacant and the employee meets the qualifications at the time of the opening.

ARTICLE XVII
REPORTING PAY

If an employee is scheduled to report for work or is called into work and there is no work available, he/she shall receive three (3) hours of straight-time pay, unless the Authority has given him/her at least a one (1) hour notice not to report.

ARTICLE XVIII

SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, promotions, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be a factor in designating the employee to be affected.

- B. The seniority of an employee is defined as the length of continuous uninterrupted service as an Authority employee dating back to his/her last date of hire.

- C. The parties hereto shall recognize the principle of plant-wide seniority as follows:
 - 1. When the Authority determines that a layoff or rehiring is necessary, the last person hired in a job classification affected shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with their seniority and their classification; provided the more senior employee is able to do the available work in a satisfactory manner, and provided that he/she has the proper qualifications.
 - a. If an employee who is being laid off has previously held a full-time position within the bargaining unit, he/she will have the option to bump the least senior employee in the classification the laid off employee once held; provided that the laid off employee has more plant-wide seniority than the employee to be bumped.
 - b. If the employee who is being laid off has not previously held a full-time position within the bargaining unit, he/she will have the option to bump the least senior employee in the Utility Worker classification provided that the laid off employee has more plant-wide seniority than the Utility Worker being bumped.
 - c. All full-time employees within the unit who are laid off will have the right to bid on available positions. The Union will submit a request for bid for the laid off employee.
 - d. While under a layoff, if a Utility Worker position becomes available, and no Utility Worker employee is on layoff, the Authority will not bid the position. Other

employees who are on layoff will be afforded recall rights to the Utility Worker position regardless of classification, based on their plant seniority.

- e. In the event of any layoffs or reductions in force, all employees hired before July 28, 2000, who exercise their right to bump into the Utility Worker position, shall do so at the contractual rate of pay of Utility Worker II.
2. Stewards shall be deemed to have top seniority for the purpose of this Section (C), so long as they are able to do the available work in a satisfactory manner and have the proper qualifications.
 3. Layoffs will become permanent if the employee is not recalled after two (2) years and severance pay will be issued at this time.
- D. For promotions to a higher position or transfers to other positions within the bargaining unit, the Authority shall first attempt to make such promotions or transfers from its regular employees; considerations for such promotions or transfers shall be based upon seniority and ability to perform the work and qualifications, and if an employee so promoted or transferred is not deemed qualified after the ninety (90) day trial period, the employee will be placed back to the position from which he/she came. Likewise, if the position from which the employee left was filled, that employee will return to his/her former position without recourse to the grievance procedure. It is agreed that if a new hire was placed into a position which is being reclaimed, the Authority has the right to retain such employee as a nonunion “substitute employee.”
- E. If a bargaining unit employee accepts a position outside of the bargaining unit, that employee will be able to return to his/her former position only within the ninety (90) day probationary period of the new job. Likewise, if the position which the employee left was filled, that employee will return to his/her former position without recourse to the grievance procedure. It is agreed that if a new hire was placed into a position which is being reclaimed, the Authority has the right to retain such employee as a nonunion “substitute employee.”
- F. Twice each year, the Authority shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Authority. The seniority list shall be posted on the bulletin boards and will show the employees’ names, classifications and seniority dates.

- G. The Authority shall notify the Union of all newly-hired bargaining unit employees within thirty (30) days after hire.

- H. During a layoff, if the Authority offers a full-time, laid-off employee within the unit a temporary “substitute” position, the employee accepting this position will remain in the union and will receive the contract wage and uninterrupted benefits of the afforded job.

- I. If the Authority is not within a layoff period, or if call backs are refused, the Authority will retain the right to fill the temporary “substitute” position with a nonunion worker for the duration of the absence without union benefits.

ARTICLE XIX
TRANSFERS AND REASSIGNMENTS

- A. It is understood and agreed that from time to time the Authority has a need to utilize employees in other jobs temporarily.
- B. A transfer will be used to fill a temporary vacancy. A reassignment, which is not temporary, will be used to relocate a position(s) within the Authority.
- C. When the need arises to reassign a position(s), the Authority shall first attempt to make such decisions based on the most qualified senior employee. If refused, the Authority will seek, in order of seniority, the next qualified employee to accept the reassignment. Ultimately, the least senior employee in the classification must accept the reassignment. However, qualifications and the ability to perform the job will be the factor in designating the employee to be affected.
- D. A transfer will be deemed temporary so long as it does not exceed four (4) months in duration, with the exception of a transfer made to cover for an employee on disability leave; in that event, the transfer shall be deemed temporary for its duration, so long as the original employee is on a disability leave.
- E. When the need arises to transfer an employee to a temporary vacancy, the Authority will determine the job classification from which the employee will be selected to fill the vacancy. If a transfer involves two (2) divisions, the division providing the employee to fill the vacancy will determine the job classification.
- F. Once the job classification is selected, the Authority shall first attempt to fill the vacancy with the most qualified senior employee. If refused, the Authority will seek, in order of seniority, the next qualified employee to accept the transfer. Ultimately, the least senior employee in the classification must accept the transfer. However, qualifications and the ability to perform the job will be the factor in designating the employee to be affected.
- G. When a transfer is made, the employee being transferred to the temporary vacancy will be evaluated after 30, 60, and 90 days. An unsatisfactory review will result in the employee being returned to

his/her former position. The Authority will then either select the next most qualified senior employee or another job classification.

- H. An employee who is officially transferred to another job classification will receive his/her regular rate or the minimum rate of the job to which he/she is transferred, whichever is higher.
- I. The process to fill a temporary vacancy cannot disrupt the continued operation of the Authority.
- J. The Chief Shop Steward will be notified in writing of all transfers and reassignments over one month in duration.

ARTICLE XX
SAFETY COMMITTEE

- A. The Union may appoint a committee, not to exceed four (4) people, to meet with the Safety/Security Officer, or his/her designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

- B. The Committee and the Safety/Security Officer, or his/her designee, shall meet at least two (2) times per year.

ARTICLE XXI
BEREAVEMENT PAY

- A. Every permanent full time employee shall be granted up to a maximum of three (3) consecutive calendar days leave, including the day of the funeral, without loss of regular straight-time pay, upon the death of a member of his/her immediate family within the State of New Jersey, and up to five (5) consecutive calendar days leave, including the day of the funeral, without loss of regular straight-time pay, if outside the State of New Jersey and if the residence of the deceased is at least three hundred (300) miles from the residence of the employee. In such cases, the leave must be with the consent of the Director, Human Resources or his/her designee. In the case of the death of an employee's parent, spouse or child, the employee shall be entitled to five (5) consecutively scheduled working days leave, including the day of the funeral, without loss of regular straight-time pay, whether in state or not.
- B. Immediate family shall be defined as: the employee's spouse, brother, sister, children, parents, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, grandchildren, grandparents-in-law, step-parents, step-children, step-brother, step-sister, or any other blood relative of the employee residing as a regular member of the employee's household at the time of death.
- C. Previously scheduled time off during any bereavement period must be re-scheduled in accordance with the provisions of the contract.

ARTICLE XXII

HOLIDAYS

- A. Each employee covered by this Agreement shall receive their share (pro rata) of holiday pay at straight-time for each day for the following holidays:
- | | |
|-----------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Presidents' Day | 9. Veterans Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas Day |
- B. An employee required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) for the actual hours worked in addition to eight (8) hours holiday pay at the shift differential, if applicable.
- C. If a holiday falls on an employee's regular day off, the employee shall receive another day off at a mutually acceptable time.
- D. For the purposes of Paragraph B, in the case of five (5) day, Monday through Friday workers, if a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the following Monday.
- E. A "Floating Holiday", recognizing Martin Luther King's Birthday, may be used for the observance of the Martin Luther King Holiday or, if desired, may be taken on another day during the year. Every reasonable effort will be made by the Authority to grant requests to take the holiday on the day Martin Luther King's birthday is observed. During the initial probationary period, new employees are not entitled to use the Martin Luther King "Floating Holiday" option but are entitled to request the actual Martin Luther King "observed" Holiday if the "observed" Holiday falls during the new employee's probationary period. New employees, who have successfully completed their probationary period, and did not use the actual "observed" Holiday will then be entitled to the "Floating Holiday" option. The Martin Luther King/Floating Holiday is not cumulative and must be taken as a full day (no partial days are permitted). In all cases, a one (1) week advance notice will be provided to the Authority and must be mutually agreeable to both the employee and the Authority (Division/Department Director/Manager approval is required).

- F. Each employee shall be entitled to four (4) days personal leave per year which may be used for personal business that cannot be conducted after the work day. The employee must have the permission of his/her immediate supervisor before personal leave can be taken and personal leave time shall not be cumulative. Employees must provide one (1) week's notice to the immediate supervisor or his/her designee.

Requests for personal days off which are requested with less than one week's notice will not be unreasonably denied, according to the needs of the Authority. The Authority will continue to request that employees in the three operating divisions use their personal days before single vacation days are taken. If personal leave is depleted, requests for single vacation days will not be unreasonable denied, according to the needs of the Authority, provided;

1. Adequate notice five [5] calendar days is given to the Authority, and
2. Adequate staffing coverage is maintained. If overtime is required to maintain adequate staffing, the Authority will approve the use of such overtime on a limited and reasonable basis.

ARTICLE XXIII
INJURY ON OTHER EMPLOYMENT

Any employee covered by this Agreement who is injured while working at another job, whether authorized or not by the Authority, and whether self-employed or not, shall not be entitled to collect any sick leave nor accrue any sick or vacation time, or any other time, with the Authority during his/her absence.

ARTICLE XXIV

VACATIONS

A. Each employee covered by this Agreement who has had the length of continuous employment as specified in the following table shall be entitled to the working time (pro rata) shown as vacation pay, at his/her regular hourly rate of pay:

- | | | |
|---|---|---|
| Up to and including the third (3rd) year | - | Ten (10) days One day to accrue for each of the first ten (10) months of the year. |
| *Fourth (4th) through sixth (6th) year | - | Twelve (12) days Employee will receive six (6) days on January 1 following the anniversary date and one (1) day will accrue per month January through June |
| *Seventh (7th) through twelfth (12th) year | - | Fifteen (15) days Employee will receive seven and one-half (7.5) days on January 1 following the anniversary date and will accrue one (1) day per month January through July and one-half (.5) day in August |
| *Thirteenth (13th) through nineteenth (19th) year | - | Twenty (20) days Employee will receive ten (10) days on January 1 following the anniversary date and will accrue one (1) day per month January through October |
| *Twentieth (20th) year and later | - | Twenty-five (25) days Employee will receive thirteen (13) days on January 1 following the anniversary date and will accrue one (1) day per month January through December |

*Any additional vacation earned due to a status change will be given prorated on the anniversary date for the remaining months left in that calendar year.

B. Eligibility for vacation shall be computed as of the last date on which the employment began.

C. Employees shall submit vacation requests by March 1 of any calendar year. Vacations shall be scheduled, to the greatest extent possible, according to the needs of the Authority, by seniority within classification and location. After March 1 of any calendar year, vacations will be granted on a first-come, first-served basis, based on the needs of the Authority.

- D. 1. Vacations shall be taken at a minimum of one (1) week at a time unless the Authority approves less at its option.
2. For the purpose of the employee planning his/her vacation, a tentative work schedule will be posted by January 31 each year.
3. If vacations are not taken during the vacation year earned, vacation days shall accrue to a maximum of twenty-four (24) months' worth of vacation. Requests to accrue beyond twenty-four (24) months' worth of vacation days shall be reviewed by the Authority on a case-by-case basis.
4. If, due to the exigencies of the work situation, the Authority requests an employee to forego his/her vacation, then the Authority will approve an accrual greater than twenty-four (24) months' worth of vacation.
5. No vacation may be taken during an employee's probationary period.
6. In the event an employee leaves the Authority for any reason and has used more vacation days than he/she would be entitled to under the current contractual formula, an amount equal to the unearned utilized vacation will be deducted from the employee's last paycheck. If the employee's last paycheck is not enough to cover the deduction of unearned utilized vacation, the employee will be responsible to reimburse the Authority for the remaining balance. At no time will the deduction reduce the employee's gross paycheck less than the required federal minimum wage for each hour worked.

ARTICLE XXV

SICK LEAVE

- A. All employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every full month of service. Unused sick days may be accumulated without limitation. Employees may “sell back” accumulated unused sick leave on the basis of one (1) day’s pay for each day accumulated, for those days accumulated in excess of forty-five (45) days only. The minimum sell-back shall be one (1) full day. This plan shall be administered in accordance with Authority rights and regulations, as shall a separate benefit relating to unused sick time at retirement.
- B. Sick leave shall be defined as follows:
1. Exposure to a contagious disease that would endanger the health of coworkers, or absence from duty due to illness or injury.
 2. Presence of illness in the immediate family which requires the employee’s personal care. Immediate family shall be defined as any blood relative or spouse who resides as a regular member of the employee’s household. A maximum of four (4) sick leave days may be used for this purpose; however, due to extenuating circumstances, this period may be extended at the discretion of the Authority.
- C. Sick leave is not advanced and cannot be used until it is earned.
- D.1. A medical report of proof of illness from a practicing physician will be required for absences of three (3) days or more. Abuse of sick leave or “patterned illness” shall be cause for disciplinary action up to and including dismissal.
- D.2. Employees requesting pre-approved sick leave are required to substantiate the absence with documentation from a practicing physician which is to be submitted within seventy-two (72) hours of their return to work. If appropriate documentation is not provided, the absence will be recorded as a sick absence rather than a pre-approved absence.
- E. In the event of a work-incurred injury, an employee must apply for Workers’ Compensation benefits. An employee shall be paid his/her full regular salary to the extent of his/her accumulated

sick leave only, provided that he/she turns over to the Authority any and all Workers' Compensation benefits. Only the difference between such Workers' Compensation benefits and the employee's full regular salary shall be charged against accumulated sick leave.

- F. The Authority will schedule Workers' Compensation appointments, to the greatest extent possible, during the normal work week, Monday through Friday. All follow-up visits and physical therapy will be scheduled during off hours. However, if visits to authorized services cannot be scheduled during off hours due to unavailability of medical services, the Authority will allow such visits during working hours.
- G. All visits are scheduled by the Authority pursuant to current Authority rules and regulations. No employee is to reschedule any visit for Workers' Compensation services before notifying and gaining permission to do so from the Authority.
- H. At no time may an employee collect more than his/her full regular salary.
- I. If an employee uses up his/her accumulated sick leave, he/she may then use any unused vacation time on the same basis as in Paragraph E above, or he/she may elect to go on unpaid leave of absence and retain any Workers' Compensation benefits to which he/she is entitled.
- J. The Authority reserves the right to assign "light duty work" to an employee, at its option.
- K. In the event the employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician chosen by the Authority, or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a Judgment in the Division of Workers' Compensation establishing such further period of disability and, such findings by the Division of Workers' Compensation or by the final decision of the last reviewing Court, shall be binding upon the parties.

ARTICLE XXVI
CALL-IN/STANDBY PAY

- A. If an employee is required to return to work in addition to his/her regularly scheduled work hours, it shall be considered a “call-in.”

- B. Any employee “called-in” in accordance with Paragraph A above shall receive a minimum guarantee of three (3) hours work or pay in lieu thereof at straight time. Provided the employee has worked eight (8) hours in a day, or forty (40) hours in a week, any employee who works two (2) hours or more under a call-in will be compensated at time and one half (1½).

- C. Any employee who is scheduled for standby duty will be compensated as follows: one-hour pay at straight-time for the last day before the holiday period, four-hours pay at straight-time for each day (24 hours) of the standby duty and one-hour pay at straight-time for the first day after the holiday period.

- D. There shall be no pay for travel time under this Article.

ARTICLE XXVII
CODE OF CONDUCT

- A. Each employee agrees to abide by the requirements of the Local Government Ethics Law, N.J.S.A. 40A:9-22.1, especially as they apply to the employee under N.J.S.A. 40A:9-22.5, or any revisions thereto; and the provisions of N.J.S.A. 2C:27-4 and N.J.S.A. 2C:27-6, insofar as those provisions relate to the employee's employment by the Authority.
- B. In addition to the Statutes mentioned in Paragraph A, each employee shall abide by the following guidelines:
1. No employee shall engage in any activity which interferes with the full performance of his/her duties and responsibilities.
 2. No employee shall use or allow the use of Authority property of any kind for other than officially-approved activities.
 3. No employee shall use or allow the use of official information gained through employment for furthering a private interest.
 4. No employee shall report for duty while under the influence of alcohol or any other drugs which could adversely affect the employee's performance, or engage in any gambling activity while on Authority-owned or Authority-leased property.
 5. No employee shall engage in any act of violence causing damage to property or injury to individuals while on duty or on Authority-owned or Authority-leased property.
 6. Inasmuch as the Authority is a public body and subject to federal and State regulations, it is imperative that no employee shall engage in any criminal or disgraceful conduct which could prove prejudicial to the Authority.

ARTICLE XXVIII
POLITICAL ACTIVITY

- A. The Authority is a federally-funded project and, as such, employees are subject to provisions of the “Hatch Act” regulating political activities.

- B. Examples of the activities which are prohibited are as follows:
 - 1. Using your official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.

 - 2. Directly or indirectly coercing, attempting to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party, committee or organization, agency or person for political purposes.

 - 3. Being a candidate for elective office as a partisan candidate representing a national or State political party.

- C. Employees may be candidates for local school boards or nonpartisan local government offices, since the provisions of the Hatch Act only prohibit activity in a solely partisan situation.

- D. In addition to the provisions of the Hatch Act, no Authority employee shall directly or indirectly use or seek to use his/her authority or influence of his/her position to control or modify the political action of another person, and no Authority employee shall during the hours of duty, engage in political activity; nor shall he/she at any other time participate in political activities so as to impair his/her usefulness in the position in which he/she is employed. To avoid misunderstandings and potential loss of federal funds, an employee should discuss any potential political activity with his/her Department or Division Director.

ARTICLE XXIX
HOURS OF WORK AND OVERTIME

A. The normal workweek for Authority employees shall be five (5) eight (8) hour days within the period commencing 12:01 a.m. Sunday and terminating midnight Saturday. Effective June 14, 1998, it is agreed to change the schedule of blue collar employees as follows:

First Shift - 11:00 p.m. - 7:30 a.m.

Second Shift - 7:00 a.m. - 3:30 p.m.

Third Shift - 3:00 p.m. - 11:30 p.m.

However, the schedule above does not eliminate the Authority's right to establish and schedule the work hours of employees in accordance with its needs as defined in Management Rights, Article II, A.7.

B. Work schedules shall be posted on bulletin boards at least three (3) days in advance. However, the Authority reserves the right to make changes due to emergencies. The Authority agrees that it shall not indiscriminately adjust shifts solely to avoid overtime.

C. Work in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated at the rate of time and one-half (1½) the base rate of pay. However, there shall be no pyramiding or duplication of overtime payments.

D. For the purposes of computation of overtime, hours worked, reporting pay hours, regular holidays, floating holiday, vacation, administrative leave, personal time, and jury duty shall be counted.

E. Insofar as practicable, the Authority will distribute overtime work as equitably as possible, first within classification and location to employees qualified and available.

F. In order to be compensable, all routine overtime must be prior approved by the supervisor. In cases of emergencies or particular manpower coverage, overtime may be approved after the fact.

G. All employees shall be expected to work a reasonable amount of overtime when requested.

H. All employees shall be entitled to a one-half (½) hour non-paid meal period per shift. The eight (8) hour day in Paragraph A, above, shall be exclusive of the meal period.

- I. For the purposes of Paragraph C, above, a work day shall be defined as the twenty-four (24) hour period beginning with 12:01 a.m. and ending with 12:00 midnight.

- J. There shall be one (1) ten (10) minute paid break during the first part of the shift, and one (1) ten (10) minute paid break during the second part of the shift. In addition, a five (5) minute paid wash-up period will be provided before lunch and before quitting time. Those employees who need a shower (as determined by the Authority), shall be given a fifteen (15) minute period at the end of the day.

ARTICLE XXX

DRESS CODE

- A.1. Employees covered under this Agreement shall wear uniforms provided by the Authority and appropriate work shoes. In some cases, while working with dangerous chemicals, additional safety equipment may be required. Supervisors shall advise their staff as to required safety equipment.
- A.2. Uniforms will be distributed and maintained in accordance with the Authority's Uniform Regulation. This Regulation will be strictly adhered to regarding the proper clothing (cotton and flame retardant) for the safety of all Authority employees.
- B. **SAFETY SHOES**
 - 1. For the year 2008, each employee will receive an additional shoe allowance of \$25.00. This shoe allowance will be distributed through payroll (less the appropriate taxes). Employees hired during 2008 will receive a pro rata share of this allowance.
 - 2. Beginning in the year 2009, each employee will receive an allowance of \$175.00, each year, for the purpose of purchasing safety shoes. The shoe allowance will be distributed through payroll (less the appropriate taxes) in April of each year provided the employee is actively employed on March 31st of that year. New employees will receive a pro rata share of their shoe allowance upon the successful completion of their probationary period or in the month of April, whichever is later.
- C. Substantial and appropriate safety shoes and clothing must be worn while working at the Authority, pursuant to the Authority's current rules and regulations.
- D. The Authority shall provide each employee with six (6) T-Shirts, with pockets, as part of their uniform. T-Shirts with pockets will be available up to and including size 4X.

ARTICLE XXXI
SHIFT DIFFERENTIAL

Employees working the regular afternoon shift shall receive a straight-time pay differential of five (5%) percent. Employees working the regular midnight shift shall receive a straight-time pay differential of six (6%) percent.

ARTICLE XXXII
EDUCATION AND TRAINING

- A. The Authority may request that an employee enroll in job-related training courses. The employee may also take the initiative and request that the Authority sponsor employees in courses which are considered to be job-related. This request is made by submitting a completed “Training Request” form through his/her supervisor to the Executive Director for approval.
- B. Upon authorization by the Executive Director, the cost of tuition and required text books for these job-related courses will be borne by the Authority. Where possible, courses will be taken on the employee’s time.
- C. Normally, evidence of passing grades and a properly executed and documented voucher must be submitted to the Management and Budget Department in accordance with the Authority’s Billing Procedure to obtain this payment; however, the Executive Director may, in his/her discretion, authorize payment in advance.
- D. The Authority will not participate in any general education or post-graduate courses which are not directly job-related.
- E. The decision of the Executive Director with respect to the approval or denial of requests to take courses shall be on a case-by-case basis and shall not be precedential.
- F. The Authority shall attempt to arrange working hours on a flexible basis for those employees who desire to attend approved training courses on their own time.
- G. The Authority will reimburse any employee who attends and passes the “Basic Wastewater Course”. The employee must attend this course on his/her own time and payment will not be made in advance. Upon receiving documented proof of passing, the Authority will reimburse 100% of the tuition cost and any required text books to the employee. If the employee does not complete or pass the course, reimbursement will not be made by the Authority.
- H. The Authority has agreed to reimburse employees the cost of maintaining certain required licenses. For reimbursement purposes, eligible employees must submit a completed voucher, with a copy of the appropriate required license attached, to the Management and Budget Department. Late fees or

penalties caused by the employee’s negligence are not eligible for reimbursement. The Authority does not reimburse employees for the cost of maintaining a valid New Jersey Driver’s License. Following is a list of the classifications and licenses eligible for this benefit:

| | |
|---|---|
| Articulated Truck Driver | Class A CDL |
| Equipment Operator | Class A CDL |
| HVAC Technician | <ul style="list-style-type: none"> ▪ Firemen’s License (Black Seal) ▪ Refrigerant License ▪ CDL (when required) ▪ Certain additional Licenses/ Certifications (when required) |
| HVAC Tech Aide | CDL (when required) |
| Mason/Carpenter | Class B CDL |
| Mechanic | Boiler License |
| Mechanic/Mechanic Aide | Class B CDL (when required) |
| Mechanical Technician | Firemen’s License (Black Seal) (when required) |
| Mechanic/Welder | <ul style="list-style-type: none"> ▪ Firemen’s License (Black Seal) ▪ CDL (when required) |
| Operator | “S” License |
| Solids Equipment Operator | Class A CDL |
| Utility Worker/UW IA/IB/II | Class A CDL/Class B CDL (when required) |
| Utility Worker III – Buildings and Grounds Crew | <ul style="list-style-type: none"> ▪ Class B CDL (when required) ▪ Operator’s Permit for Application of Pesticides |
| Utility Worker III – CSOC | Class B CDL |
| Utility Worker III – Lines Crew | Class A CDL |
| Utility Worker III-Metering/Lines | CDL (when required) |
| Utility Worker III-SHF/FMD | Class B CDL |
| Utility Worker-TV Crew | Class A CDL (with min. tanker endorsement) |
| Vehicle Mechanic | <ul style="list-style-type: none"> ▪ Class B CDL ▪ Class A CDL(when utilized) |
| Vehicle Mechanic Aide | Class B CDL |

I. 1. In addition to the required licenses eligible for reimbursement in the current contract, the Authority, on a case-by-case basis, may approve reimbursement for the cost of maintaining certain additional licenses not required in an employee’s job description.

- I. 2. Reimbursement will be considered under the following conditions:
 - The employee holds a license that enables him/her to perform duties beyond those required in his/her job description.
 - The Authority is able to utilize this license.

- I. 3. A request for reimbursement is initiated by the Division Manager/Director through the Human Resources Director and approved by the Executive Director.

- I. 4. It is understood and agreed that the Authority will make the final determination on a case-by-case basis regarding any such reimbursement and said reimbursement will not be used as a precedent in the future.

ARTICLE XXXIII
MILITARY LEAVE

- A. Authority employees in the Military Reserves or National Guard may be granted a Military Leave of Absence to fulfill their military obligations. This leave is not charged against the employee's vacation leave.

- B. The employee must furnish a copy of his/her orders to the Authority.

- C. Employees in the New Jersey National Guard eligible for a Military Leave of Absence, may receive up to ninety (90) paid Military Leave days for work days missed for active duty per calendar year as directed by N.J.S.A. 38A:4-4.

- D. Employees in the reserves and National Guard (other than the New Jersey National Guard) eligible for a Military Leave of Absence, may receive up to thirty (30) paid Military Leave days for work days missed for active duty per calendar year as directed by N.J.S.A. 38:23-1.

ARTICLE XXXIV
INSURANCE COVERAGE

- A. The Authority shall continue to provide to eligible employees a health insurance plan offered through the New Jersey State Health benefits Program or comparable plan at no cost to the individual.
- B. “Eligible” employee is defined as all employees hired before July 1, 1998, who work twenty (20) hours or more per week or any employee hired on or after July 1, 1998, who works thirty-four (34) hours or more per week. Employees hired on or after July 1, 1998, who work less than thirty-four (34) hours per week, will not be eligible for medical and dental insurance coverage.
- C. Employees may elect to subscribe to an “HMO” program in which the Authority is participating. Employees may make their choice of coverage during the Open Enrollment period in October, with the change of coverage effective on January 1 of the following year.
- D. The Authority will provide temporary disability insurance through the New Jersey State Temporary Disability Program. Temporary disability benefits will be provided to covered employees under the provisions set forth by the New Jersey State Temporary Disability Program.
- E.1. The Authority will continue to provide the Delta Dental PPO Plan, or similar plan. Employees will have deducted from their paychecks, the cost of dental insurance over the allowance provided by the Authority. Payroll deductions will be based on forty-eight (48) pays per year.

E.2. The allowance for the duration of this contract is as follows:

| | <u>Employees with Single Coverage</u> | <u>Employees with Dependent Coverage</u> |
|------|---------------------------------------|--|
| 2008 | \$550 | \$600 |
| 2009 | \$575 | \$625 |
| 2010 | \$575 | \$625 |

E.3. A deposit will be made in a “Medical Bank” for those employees whose annual dental insurance expense is less than the allowance provided by the Authority. The annual “Medical Bank” deposit will be available to eligible employees after December 1st of each year pending any status changes during the calendar year. All withdrawals will be subject to Authority approved “Medical Bank” guidelines.

- F. Remaining medical bank balances, if any, up to a maximum of \$1,500, accrued in an employee's individual medical bank prior to January 1, 1993, will be available for appropriate disbursement in accordance with current Authority regulations concerning the "Medical Expense Bank."

- G. The Authority reserves the right to change carriers or to self-insure, at its option.

ARTICLE XXXV

RESIGNATION, RETIREMENT AND SEVERANCE

- A. In order to resign from the Authority in good standing, an employee must give adequate notice to his/her department. Fourteen (14) days is considered adequate notice; however, the Department/Division Director may consent to a shorter period.

- B. Severance pay is provided for those employees who lose their position through no fault of their own who are not entitled to an immediate retirement annuity. This severance pay is in the amount of one (1) week's pay for each year of service, prorated for any portion of a year's service. This policy does not apply to those employees who resign or are terminated as a result of their own actions. If any employee accepts severance pay upon layoff, there is no callback, the layoff is permanent.

- C. Individuals leaving the employ of the Authority in good standing, in a layoff situation or upon retirement, will be compensated for all of their unused earned vacation, personal leave, and any sick leave in excess of forty-five (45) days. Compensation will not be given to any employee who resigned with insufficient notice or is terminated as a result of his/her own actions.

- D. Employees who retire from the Authority in good standing shall be entitled to receive compensation for unused sick leave at the rate of one-half ($\frac{1}{2}$) day's pay for each day of accumulated sick leave.

- E. In the event of the death of an Authority employee, compensation will be paid to said employee's estate for the employee's unused earned vacation and personal leave. Sick leave will be compensated at the rate of one-half ($\frac{1}{2}$) day's pay for each day of accumulated sick leave up to forty-five (45) days. Any sick leave in excess of forty-five (45) days will be compensated at the rate of one (1) day's pay for each day in excess of forty-five (45).

- F. Dismissal is at the discretion of the Department/Division Director and/or the Executive Director and notification for such dismissal will depend on the circumstances involved.

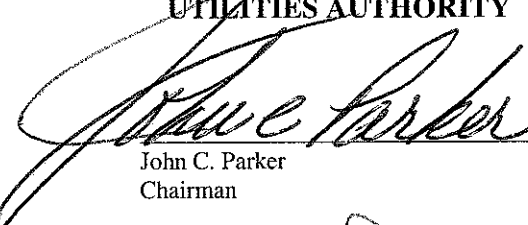
ARTICLE XXXVI
TERM AND RENEWAL

This Agreement shall be in full force and effect as of the date hereof, and shall remain in effect to and including December 31, 2010. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this twenty-fifth day of September, 2008.

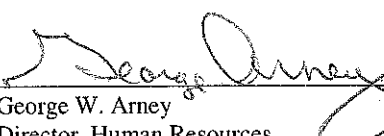
**THE OCEAN COUNTY
UTILITIES AUTHORITY**

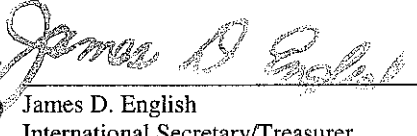
**UNITED STEEL WORKERS
AFL-CIO-CLC LOCAL 4-149**

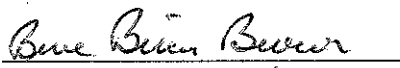

John C. Parker
Chairman



Leo W. Gerard,
International President

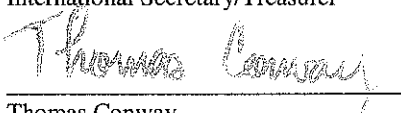
USW NEGOTIATION COMMITTEE:

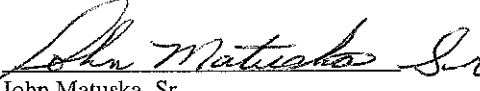

George W. Arney
Director, Human Resources

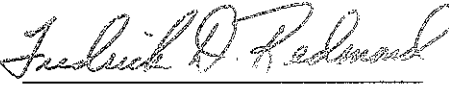

James D. English
International Secretary/Treasurer



Bruce Brian Brown
Chief Shop Steward

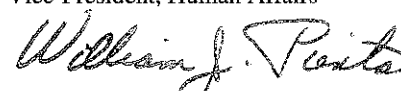

Patricia A. Skrocki
Assistant Director, HR



Thomas Conway,
Vice-President, Administration

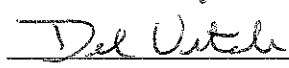

John Matuska, Sr.
Shop Steward



Fred Redmond
Vice-President, Human Affairs


Wayne Brown
Shop Steward


William J. Plenta
Director, District#4


Pete Reiner
Shop Steward


Del Vitale
Staff Representative


Ken Goley
Local President

ARTICLE XXXVII

HOURLY WAGES

| | Position | 1/1/2008 | 1/1/2009 | 1/1/2010 |
|---|--------------------------------------|-----------------|-----------------|-----------------|
| | Articulated Truck Driver | 22.84 | 23.73 | 24.65 |
| | Custodian II | 19.37 | 20.12 | 20.90 |
| * | Custodian I | 16.23 | 16.86 | 17.52 |
| * | Custodian Trainee II | 15.12 | 15.71 | 16.32 |
| * | Custodian Trainee I | 12.47 | 12.95 | 13.46 |
| | Electrician | 27.55 | 28.63 | 29.75 |
| * | Electrician Aide IV | 25.34 | 26.33 | 27.36 |
| * | Electrician Aide III | 23.69 | 24.61 | 25.57 |
| * | Electrician Aide II | 22.49 | 23.37 | 24.28 |
| * | Electrician Aide I | 21.27 | 22.10 | 22.96 |
| | Equipment Operator | 23.43 | 24.34 | 25.29 |
| | HVAC Technician | 26.05 | 27.06 | 28.12 |
| * | HVAC Technician Aide IV | 23.01 | 23.91 | 24.84 |
| * | HVAC Technician Aide III | 22.01 | 22.86 | 23.76 |
| * | HVAC Technician Aide II | 21.16 | 21.99 | 22.85 |
| * | HVAC Technician Aide I | 20.62 | 21.43 | 22.26 |
| | Industrial Pretreatment Program Tech | 21.61 | 22.45 | 23.33 |
| | Information Technology Technician | 27.55 | 28.63 | 29.75 |
| * | Information Technology Tech Aide IV | 25.34 | 26.33 | 27.36 |
| * | Information Technology Tech Aide III | 23.69 | 24.61 | 25.57 |
| * | Information Technology Tech Aide II | 22.49 | 23.37 | 24.28 |
| * | Information Technology Tech Aide I | 21.27 | 22.10 | 22.96 |
| | Laboratory Technician | 26.02 | 27.03 | 28.09 |
| * | Laboratory Technician Aide III | 23.14 | 24.04 | 24.98 |
| * | Laboratory Technician Aide II | 22.09 | 22.95 | 23.85 |
| * | Laboratory Technician Aide I | 20.56 | 21.36 | 22.20 |
| | Mason/Carpenter | 25.23 | 26.21 | 27.23 |
| | Mechanic | 26.05 | 27.06 | 28.12 |
| * | Mechanic Aide IV | 23.01 | 23.91 | 24.84 |
| * | Mechanic Aide III | 22.01 | 22.86 | 23.76 |
| * | Mechanic Aide II | 21.16 | 21.99 | 22.85 |
| * | Mechanic Aide I | 20.62 | 21.43 | 22.26 |
| | Mechanic/Welder | 26.82 | 27.86 | 28.95 |
| | Mechanical Technician | 26.82 | 27.86 | 28.95 |

ARTICLE XXXVII

HOURLY WAGES
(CONTINUED)

| | Position | 1/1/2008 | 1/1/2009 | 1/1/2010 |
|----|--|-----------------|-----------------|-----------------|
| | Operator IV | 27.55 | 28.63 | 29.75 |
| | Operator III | 26.58 | 27.61 | 28.69 |
| | Operator II | 25.03 | 26.01 | 27.02 |
| | Operator I | 23.91 | 24.84 | 25.81 |
| * | Operator Trainee III | 22.24 | 23.11 | 24.01 |
| * | Operator Trainee II | 21.81 | 22.66 | 23.54 |
| * | Operator Trainee I | 20.42 | 21.21 | 22.04 |
| | Painter | 24.09 | 25.03 | 26.01 |
| * | Painter Aide II | 22.03 | 22.89 | 23.78 |
| * | Painter Aide I | 21.12 | 21.95 | 22.80 |
| | Process Control Technician | 27.55 | 28.63 | 29.75 |
| * | Process Control Technician Aide IV | 25.34 | 26.33 | 27.36 |
| * | Process Control Technician Aide III | 23.69 | 24.61 | 25.57 |
| * | Process Control Technician Aide II | 22.49 | 23.37 | 24.28 |
| * | Process Control Technician Aide I | 21.27 | 22.10 | 22.96 |
| | Septage Facility Operator | 22.24 | 23.11 | 24.01 |
| | Solids Equipment Operator | 22.65 | 23.53 | 24.45 |
| 1) | Stores Clerk II | 20.42 | 21.21 | 22.04 |
| | Stores Clerk I | 19.37 | 20.12 | 20.91 |
| | Utility Worker III - Asst to PMP | 21.47 | 22.30 | 23.17 |
| | Utility Worker III - Buildings & Grounds | 20.42 | 21.21 | 22.04 |
| | Utility Worker III - Col Sys Op Crew | 22.15 | 23.02 | 23.91 |
| | Utility Worker III - Lines Crew | 22.09 | 22.95 | 23.85 |
| | Utility Worker III - Metering/Lines | 21.61 | 22.45 | 23.33 |
| | Utility Worker III - TV Crew | 22.09 | 22.95 | 23.85 |
| | Utility Worker III | 20.42 | 21.21 | 22.04 |
| | Utility Worker II | 19.37 | 20.12 | 20.91 |
| 2) | Utility Worker IB | 16.23 | 16.86 | 17.52 |
| 3) | Utility Worker IA | 15.12 | 15.71 | 16.32 |
| | Utility Worker | 12.47 | 12.95 | 13.46 |
| | Vehicle Mechanic | 26.05 | 27.06 | 28.12 |
| * | Vehicle Mechanic Aide IV | 23.01 | 23.91 | 24.84 |
| * | Vehicle Mechanic Aide III | 22.01 | 22.86 | 23.76 |
| * | Vehicle Mechanic Aide II | 21.16 | 21.99 | 22.85 |
| * | Vehicle Mechanic Aide I | 20.62 | 21.43 | 22.26 |

ARTICLE XXXVII

HOURLY WAGES

(CONTINUED)

* Positions marked with an asterisk are considered training positions. Progression from one level to the next depends upon a variety of factors such as time in position, performance, additional skill and training, and the discretion and approval of the Authority's management. These increments are not automatic. Attitude, attendance, and other subjective criteria will also be considered by the Authority.

In order to move to the next increment, a minimum of forty (40) hours of acceptable training per year is necessary to satisfy the training portion of the requirement. All courses must be approved by the Authority's management in advance and proof of completion of courses at satisfactory levels will be required.

- 1) Stores Clerk II – Progression from Stores Clerk I to Stores Clerk II is contingent upon a minimum of one-year of acceptable performance and experience in the position of Stores Clerk I and the mastery of the required duties outlined in the position description.
- 2) Utility Worker IB – Progression from Utility Worker IA to Utility Worker IB will require completion of the Basic Wastewater Course, proof of passing the Basic Wastewater Exam and completion of a minimum of two year's full-time employment in a Utility Worker position.
- 3) Utility Worker IA – Progression from Utility Worker to Utility Worker IA will occur upon the completion of one year's full-time employment in the position of Utility Worker.

APPENDIX A
APPRENTICESHIP AGREEMENT

The *Standards of Apprenticeship* developed by the Ocean County Utilities Authority and United Steel Workers, Local 4-149 in cooperation with the U.S. Department of Labor is annexed as Appendix A and is recognized as part of this Agreement.

A copy of the *Standards of Apprenticeship* will be distributed to all Union officials, current and future apprentices and all appropriate supervisors.

