

AGREEMENT

BETWEEN



and

PROFESSIONAL GROUP

For the Contract Term of:

January 1, 2013 through December 31, 2016

Addendums:

No. 1 – Dated May 15, 2014

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1. RECOGNITION

- 1.1 This Agreement has been entered into as of the 28th day of April, 2014, by and between The Brick Township Municipal Utilities Authority (hereinafter called the "Authority") and the Professional Group (hereinafter called the "Group/Committee"). This Agreement shall run from January 1, 2013 through December 31, 2016.
- 1.2 If there is a question on anything in this Agreement at any time pertaining to clarifications and/or interpretation, a joint discussion will be held between the Executive Director and the Group/Committee. The results of said meeting shall be mutually agreed to by the Executive Director and the Group/Committee and be put in writing. The Group/Committee representatives, duly elected by the employees, are empowered to act on behalf of the employees.
- 1.3 The Authority and its agents will not discriminate in any manner whatsoever against any member of the Group/Committee because of said membership and activity.
- 1.4 Regular meetings of the group/Committee will be held outside of working hours.

1.5 Management Rights

The Authority retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitutions of the State of New Jersey and the United States of America, except as may be specifically modified by this Agreement. These rights will include, but not limited to, full operating efficiency and productivity in the direction of the workforce. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing statues are hereby reserved by the Authority as its management prerogatives and rights. Input via the Group/Committee will be considered when applicable.

The Authority retains the right to grant employees appreciation/recognition awards when recommended by the Department Head and approved by the Board of Commissioners for outstanding achievement, to be given as lump-sum awards up to a maximum of 3.5% of the employee's salary for the year.

1.6 No-Strike Clause

During the period of January 1, 2013 through December 31, 2016, and notwithstanding any change in existing law, the employees shall not have the right to engage in any slowdown, work stoppage, strike, or similar type of concerted action. The sole method for resolving any disagreement of the employment relationship shall be covered by the procedure contained in the Agreement or by legal remedies available to the parties that do not constitute strikes or work stoppages.

2. NEGOTIATION PROCEDURES

- 2.1 On or about October 1 of the calendar year preceding the expiration of this Agreement, the Authority and Group/Committee agree to enter into collective negotiations on a successor Agreement in accordance with Chapter 303, Public Law 1975, as amended.
- 2.2 On or about October 1, the Group/Committee shall present its entire written proposal to the Authority. A negotiation session shall then be held.
- 2.3 If a successor Agreement is not finalized by December 31 of the current year, the present Agreement will remain in effect until such time as a new Agreement is signed.

3. EMPLOYMENT STATUS

3.1 Hiring Practice – General

The Authority will hire on the basis of qualifications, without regard to race, color, sex, age, religious belief, national origin, physical handicap, political affiliation, membership or non-membership in any organization.

3.2 Probationary Employee

For appointments in Authority service, the working test or probationary period shall be three months, not subject to extension. During that period, the probationary employee will receive no benefits as described in this collective bargaining agreement. Holiday pay, however, will be held by the Authority and be paid to the employee upon successful completion of the probationary period.

The Authority may terminate the service at any time of any such appointee if, in the opinion of Management, the appointee is incapable, unable, or unwilling to perform the duties of the position satisfactorily or is of such reputation, habits, or capabilities as not to merit continuance in the service. In each such case, the Authority shall give notice to the appointee whose service is discontinued.

There shall be a probationary period of three months for new employees and for employees who have changed classification.

For a change in department/division, or for promotion, the probationary period shall be for three months, and all current benefits will continue during this period. The wage for such position shall be based upon the established salary range of the job classification, with the starting wage posted along with the job description. An increase within the established salary range for the job classification may be granted by Management after the probationary period, depending on the required evaluation of job performance.

3.3 Temporary Employee

A temporary employee is one who is:

- (a) hired as seasonal help;
- (b) hired to replace a regular employee who cannot work for a specified period of time;
- (c) hired for a specific job, for a specific period of time.

If the temporary job turns into a permanent one, then the job will be posted, the same as any other opening in the company. Anyone hired for a temporary position longer than three months will be issued uniforms, if required for the position, and will receive all benefits.

Temporary personnel will have the right to bid on jobs posted; however, they will not be given credit for length of service or experience gained while on temporary status.

3.4 Part-Time Employee

Part-time employment shall not exceed 20 hours per week.

Part-time employees will be compensated at an hourly rate agreed to by the Group/Committee and the Authority. The criteria for determining said rate shall be the qualifications of the employee and the requirements of the position.

Various responsibilities may be designated for such part-time employees during any period of employment.

Part-time employees will have the right to bid on full-time jobs posted; however, no portion of the part-time employment shall be credited towards benefits or in computing length of service in the full-time employment.

Part-time employees shall receive only those benefits specifically enumerated in the collective bargaining agreement. In the event of layoff, all part-time employees shall be laid off before full-time employees.

The Authority reserves its managerial right to eliminate part-time positions at its sole discretion and at any time.

3.5 Permanent Employee

A permanent employee is one who has completed the probationary period. Upon

successful completion of the probationary period, sick time and vacation time shall accumulate from the first day of employment, but any unearned time absent (except for emergency closings or Authority holidays as described in Section 3.2) during the probationary period will not be payable.

3.6 Relatives

Relatives of an employee may be hired, but under no circumstance shall a relative be allowed to be supervised by a relative. This restriction shall be effective for new employees hired as of January 1, 1980.

3.7 Resignation

Notice of resignation is to be submitted to the Supervisor in writing, stating the reason and the exact date of resignation. A minimum notice of two weeks is required for the resignation to be in good standing, unless a special request is made by the employee to leave sooner, which must be approved by the Authority. The employee will remain on duty for the period of notice. Failure to give adequate notice will result in a resignation that is not in good standing. If any employee has given two weeks notice and is advised that he may leave before the notice period expires, he will receive pay for the remaining portion of the notice period. All uniforms, keys, rain gear and identification issued to the employee must be turned in prior to receipt of the final paycheck.

3.8 Posting of Jobs

All openings for permanent positions will be posted on bulletin boards, and a copy of the posting will be supplied to the Group/Committee. All employees may bid on such job openings, and applications submitted in writing will be reviewed jointly by the Supervisor, Department Head, and Executive Director. The following conditions apply to posting of jobs:

- (a) Jobs are to be posted for five (5) working days
- (b) Applications are to be submitted in writing to the Department Head
- (c) All applicants will be notified in writing as to selection within five working days after approval
- (d) Jobs will be filled on a temporary basis if a grievance as to selection is submitted in writing
- (e) If more than one employee qualifies for the position, seniority shall prevail, provided all other qualifications are equal

- (f) The Department Head shall notify the Group/Committee of selection prior to filling the position

Employees will not be permitted to downgrade themselves, unless there are extenuating circumstance approved by the Executive Director which is in the best interests of the Authority and the employee concerned.

If the Executive Director finds it necessary to fill any position on a temporary basis longer than a two-week period, the Group/Committee representatives will be notified prior to the appointment being made.

3.9 Job Classification

The Authority reserves the right to review the present job classification of each employee and, should the Authority deem it necessary, may promote or demote to a higher or lower level. Said promotion or demotion will take place only after a joint meeting with the Group/Committee and the Executive Director.

Job descriptions for all positions covered by this Agreement will be part of the Agreement document as the APPENDIX.

3.10 Employee Evaluations

Every employee will be evaluated twice a year by their immediate Supervisor, on a schedule and procedure as formulated by the Executive Director.

The performance and disciplinary appraisal will be conducted twice a year in narrative form and shall become part of each employee's personnel file.

Signing of the evaluation form by the employee after discussing it with the Supervisor indicates only acknowledgement that the evaluation was received, not concurrence with what it contains.

After five years employment, evaluations will only be conducted yearly. However, the Authority reserves the right to evaluate all employees every six months.

3.11 Layoff and Recall

In the event of layoff or transfer, the last person hired in the position shall be the first to be laid off or transferred. Within each division, an employee scheduled for such action has the option to bump a less senior employee in another classification, provided that the qualifications for the other classification are met. Similarly, the last person laid off or transferred shall be the first to be recalled, in accordance with seniority.

4. SALARIES

Individual salaries shall be based upon a salary range for each job description. These ranges shall have an upper and lower limit which shall be agreed upon by the Group/Committee and the Authority. Individual salaries within the salary ranges shall also be agreed upon during term of the contract.

4.1 Salary Increases – Effective January 1st of each year of this contract, salaries of all bargaining unit members will be increased as follows:

Effective January 1, 2013, all permanent, full-time employees shall receive a 3.0%, or \$1,000 (whichever is greater) salary increase.

Effective January 1, 2014, all permanent, full-time employees shall receive a 3.0%, or \$1,000 (whichever is greater) salary increase.

Effective January 1, 2015, all permanent, full-time employees shall receive a 3.0%, or \$1,000 (whichever is greater) salary increase.

Effective January 1, 2016, all permanent, full-time employees shall receive a 3.0%, or \$1,000 (whichever is greater) salary increase.

These salary increases and any applicable retroactive payments, shall apply only to persons employed by the Authority on the date of execution of this collective bargaining agreement.

4.2 Starting Salaries

After satisfactory completion of the initial three-month probationary period, the employee may receive an increase in salary as determined through performance review by Management, up to the maximum rate of pay established for a job classification by the Authority.

For the term of this contract, the hourly rate of pay shall be constituted as follows:

The minimum rate of pay for a position shall normally be paid upon initial appointment to that position. Higher rates of pay can be established for employees after the probationary period of three months or through advancement if the employee possesses unusual qualifications for the job, as determined through performance review by Management.

Salary increases or advances within the established range of a job classification shall not be automatic but shall depend upon a specific written recommendation by the Supervisor. This recommendation shall be based upon predetermined standards of performance as indicated on the employee performance reviews. The increase or advance shall be discussed with the Group/Committee prior to becoming effective, but the Executive Director shall make the final determination.

4.3 Paychecks

Paychecks will be issued weekly. If the normal pay day falls on a holiday, paychecks will be issued on the closest possible prior workday.

Advance pay will be given for vacation days provided the request is for five days or more. Advance vacation pay will be given only for the number of vacation days which fall on or before the pay days on which the employee will be on vacation. All requests for advance vacation pay must be received by the Payroll Department by the Friday prior to the pay day when the check is to be received.

4.4 Payroll Deductions

Payroll deductions will be made for Federal and State income taxes, Social Security tax, State Unemployment Insurance, State Disability Insurance, and, in the case of permanent employees, the Public Employees Retirement System (PERS) payments.

At the employee's option, deductions shall be made for contributory insurance, savings bonds, and savings accounts.

Should the Group/Committee arrange to form a Credit union, the Authority will allow payroll deductions for this purpose at the employees' option.

4.5 Longevity Increments

Elimination of Longevity for all employees (current and future). The MUA will agree to roll any existing longevity payments into the employee's base pay salary. This will be determined as of the date the **AGREEMENT** is reached based upon the following formula:

- a. Longevity will be rolled into base salary at the beginning of January 2015;
and
- b. Any period for which longevity has not been attained in 2015, the employee will receive \$200.00. The years of service for the employee in 2015 will be multiplied by \$200.00. This calculation is capped at and will not exceed \$6,000.00 (30 years of service or more).

ONCE THE LONGEVITY IS ROLLED INTO BASE PAY, IT IS ELIMINATED AND THERE SHALL BE NO FURTHER EARNINGS OR PAYMENT OF LONGEVITY.

All employees hired after April 28, 2014 shall not be eligible for longevity payment roll in under this provision.

4.6 Schedule of Job Titles

See Attachment A.

5. HOURS OF WORK AND OVERTIME

5.1 Normal Work Week

The normal work week shall be five days of seven or eight hours each, in accordance with past practice, within the period commencing 12:01 a.m. Monday and ending at midnight on Sunday as assigned, with a one-hour, non-paid meal period each day between 11:00a.m. and 2:00 p.m. as assigned.

5.2 Tardiness

Penalties for tardiness will be incurred as follows:

1-6 minutes after start of shift: no deduction from pay.

7-30 minutes after start of shift: 30 minutes pay.

More than 30 minutes after start of shift: exact time involved.

An employee who is tardy more than four times during any year of this Agreement will be subject to a hearing by the Group/Committee and the Executive Director to determine what action, if any, should be taken.

5.3 Overtime

Employees shall be expected to complete their work in the time allotted to them in a normal workday. Any employee scheduled by management to work beyond the standard shift shall be paid at the rate of one and one-half times the regular base pay for all hours worked in excess of the normal shift in any given day.

Any hours worked beyond the normal work week will be paid the appropriate overtime rates. In this case, "normal work week" will include holidays and emergency closings. Employees working a five-day work week will receive straight time for the first five days; one and one-half times the regular straight base rate for the sixth day; and twice the regular straight base rate for authorized work performed on the seventh day, regardless of the starting day of the work week.

Those employees who must remain at work when others are discharged early (Christmas Eve, New Year's Eve) shall receive straight time for the number of hours involved, in addition to their normal pay. During such times, no adjustment will be given to those employees who are on vacation or absent for personal or sick time.

5.3.1 Compensatory Time

In lieu of overtime pay, the employee may opt to accrue compensatory time at the applicable overtime rate, as approved by the Executive Director. In regard to accrued compensatory time, a maximum accumulation of forty (40) hours will be allowed. The time accrued during the calendar year will be used by December 31 of that year, or it will be paid as overtime. The use of compensatory time is to be approved by the Supervisor or Department Head with as much advanced notice as possible.

5.3.2 Premium Time

Field Supervisors specifically authorized by the Executive Director or his designee to work on a specific assignment beyond the regular working hours, or who are called out to supervise an emergency situation as approved by the Executive Director or his designee, shall receive additional compensation for such time worked, in accordance with the established rate for the time period involved. Compensation for any work in this category is subject to approval by the Executive Director and/or his designee.

5.4 Civic Duty and Other Emergencies

Whenever necessary for protection of life and property, employees are expected to perform any reasonable duties, including major fire fighting, civil defense, and other types of emergency services. In the event of such an emergency, the employee must notify the Supervisor before leaving the job. Management reserves the right to request a letter from either the Civil Defense Coordinator or the Fire Chief, which would be submitted after the fact, indicating that the services of this particular individual were necessary to provide such defense. Regular pay will be given for the time spent away from the Authority on such duties. If, in the opinion of Management, this allowance is being abused, disciplinary action will result.

6. DISCHARGE AND DISCIPLINE

Employees who violate this Agreement will be subject to disciplinary action. When an employee is reprimanded, a full report in writing shall be given to the individual concerned and to the Group/Committee representatives. A copy of the report will be placed in the employee's personnel file. At any discussion concerning disciplinary action, the employee will be entitled to have a Group/Committee representative present.

Every employee shall have the right to review his/her own personnel file in the presence of his/her Supervisor or Personnel Clerk. A request to do this must be done through the employee's Supervisor, who will make the necessary arrangements for the review after working hours.

If an employee wishes to have an infraction letter removed from the file, he/she may make such a request in writing to the Executive Director, with a copy submitted to the Department Head. Consideration of the request will be given by a review board consisting of the Executive Director and the Group/ Committee representatives. Upon consent of the review board, the infraction letter under consideration will be removed.

7. GRIEVANCE PROCEDURES

Any employee or group of employees may present a grievance with freedom from coercion, reprisal, or discrimination. The grievance procedure is as follows:

- (a) The employee must submit the grievance in writing to the Department Head within two working days of the occurrence. Failure to act within said two day period will be deemed to constitute a waiver of the grievance.
- (b) If the grievance is not resolved within five working days, the Group/Committee may bring it to the attention of the Executive Director.
- (c) If the grievance is not responded to by the Executive Director within ten working days after submittal, the Group/Committee may submit it to the Authority Personnel Committee.
- (d) Within five working days of submittal to the Personnel Committee, a meeting will be arranged to discuss the grievance, after which a written response will be provided to the employee and the Group/Committee representatives within five working days after the meeting.
- (e) The employee may attend the grievance meetings.

8. HOLIDAYS

8.1 The Authority recognizes the following thirteen days as holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (General)
Veterans Day

Thanksgiving Day
Day after Thanksgiving Day
Christmas

If a holiday falls on a Saturday the preceding Friday will be observed as a holiday; if it falls on a Sunday, the following Monday will be observed as a holiday.

From time to time, management evaluates the merits of utilizing the "Election Day" holiday for another work day during the same calendar year for the purpose of extending a holiday weekend. All regular employees who participate in the switched holiday must work Election Day to earn the switched holiday. Failure to work Election Day will result in that employee using a vacation day to cover that time.

- 8.2 In order to receive holiday pay, employees must work the day before and the day after, if each of those days is a normal work day. Should an employee call in sick on either of said days, a doctor's certificate may be required.
- 8.3 If required to work because of a unique circumstance on an approved holiday, the employee will receive double time for the standard shift plus the standard normal shift pay. If the employee should work beyond the standard shift time, he/she will receive double time for the additional time. Compensation for a holiday not worked shall be computed on the basis of the employee's standard shift hours. Part-time employees will receive holiday pay on a pro-rated basis, depending upon the hours normally worked.

8.4 Inclement Weather Days

When the weather is such that the County Offices and banks are closed due to hazardous road conditions, or when weather emergencies exist, the Executive Director or his designee shall make the decision as to whether or not the Authority offices shall close. If the Authority offices are closed, critical personnel as designated by the Department Head or Supervisor may be called in. The decision shall be relayed according to the phone method, as well as on the radio stations authorized. Office personnel will be called by 7:00 a.m. to inform them of closing.

Critical personnel who are called in and work will receive a full day's pay plus a compensatory day which may be used in conjunction with, or in lieu of, vacation, sick, or personnel days. Compensatory time may be taken any time during the year.

Non-critical personnel will receive a full day's pay.

9. VACATION

9.1 Vacation Time Earned

Employees will earn annual paid vacation time according to the following schedule:

0-1 year	1 day/month
1-5 years	12 days
6-10 years	18 days
11-15 years	20 days
16-20 years	26 days
30 years	28 days

For the purpose of computing overtime pay, earned vacation days taken during the pay period will be considered days actually worked. Overtime during this pay period must be approved by the Department Head in advance.

9.2 Vacation Request Procedure

In December of each year, vacation requests for the coming year will be submitted to the employee's immediate Supervisor for approval. Upon approval by the Department Head, the request will be submitted to the Executive Director. All other vacation requests must be submitted five days in advance. Such a request must be approved by the Supervisor, Department Head, and Executive Director. Vacation requests will be scheduled with full consideration for the effective operation of the department, and employees with the greatest length of service will receive preference in choice of vacation period insofar as effective staffing requirements are met. However, once a vacation request has been approved, it cannot be displaced by a higher seniority person.

9.3 Advance Vacation

Employees with one year or more of service may request vacation time in advance for no more than the number of days to be earned during the calendar year.

9.4 Part-Time Employee Vacation

Part-time employees, with the exception of summer employees who receive no vacation time, will receive vacation allowance on a pro-rated basis – e.g., employees on half-time service will receive six days per year after the first year of service, etc.

9.5 Illness During Vacation

Should an employee become ill during vacation, a doctor's certificate will be required

to substitute sick time for the vacation time.

9.6 Vacation Pay on Termination

Unused vacation time will be paid to any employee leaving the service of the Authority. Payment will be made on a pro-rated basis of the individual's current vacation schedule. Similarly, unearned vacation time which may have been taken in advance will be deducted from the final paycheck.

9.7 Vacation Accrual

Employees cannot, at any time, carry more than one year of accrued vacation time on the books. Vacation time will not accrue while an employee is on extended leave of absence, worker's compensation, or disability absence.

10. LEAVE OF ABSENCE

10.1 Sick Leave

"Sick Leave" is defined as absence from duty because of personal illness or accident by reason of which the employee is unable to perform the usual duties of his position; exposure to a contagious disease; or a period of emergency attendance upon an ill family member requiring the presence of the employee. The employee is entitled to use the accumulated sick leave, with pay, if and when needed.

Employees absent on sick leave for a period of five days or longer shall present to the supervisor upon return to work a certificate of medical disability completed by a physician. Such certification may be required for absences of less than five days for employees having records of repeated absences. In the case of absence on sick leave, the employee must notify the Supervisor as early as possible before the regular starting time. Failure to notify the Supervisor may constitute for disciplinary action.

Employees will earn paid sick leave according to the following schedule:

During the first year of employment:	1 day for each month worked
After the first year of employment:	12 days per year

Part-time employees will earn paid sick leave on a pro-rated basis, depending upon the hours normally worked.

Except for those employees who will retire prior to the expiration of this contract, all other employees agree to buy-down their sick time as follows:

In December of each year, all employee sick time accumulations will be reviewed for Buy Down. 35 hour/week employees will be paid for any sick time over 280 hours. 40 hour/week employees will be paid for sick time in excess of 320 hours accumulated as of December 15th of each year. All employees will be paid 1:1 with a maximum of \$15,000.

10.2 Personal Leave

10.2.1 Death in the Family: In the case of death in the employee's immediate family, an employee shall be granted four days consecutive leave without loss of pay. The Authority reserves the right to request reasonable proof of death.

Immediate family is defined to mean: mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, grandchild or employee or spouse, sister-in-law, brother-in-law, and step immediate family.

For absence due to death of a close member of the employee's family, one day with pay for attendance at the funeral or memorial service. "Close Family" is defined as aunt, uncle, niece, or nephew of the employee or spouse. Such absences shall not be more than two days per year.

10.2.2 Personal Leave of Absence: Three days shall be allowed each year for personal business that cannot be conducted outside of normal working hours. Unused personal leave days can accrue for a period of no longer than two years.

10.2.3 Procedure for Extended Personal Leave of Absence: When there are important personal reasons to justify it, employees may request an extended personal leave of absence without pay by submitting the following information in writing to the Executive Director:

- Reason for leave
- Period of leave
- A statement to the effect that the employee understands that if the period of leave is exceeded, that is, he/she does not return on the date specified or obtain an authorized formal extension, employment will be automatically terminated.

Such requests shall be submitted thirty days in advance when possible, otherwise, reasonable notice based on the circumstances shall be given.

The Executive Director will determine whether the conditions justify the request and will inform the employee within five days, in writing, as to whether the request has been granted or denied. The written request for leave will remain in the employee's personnel file.

Such extended leave of absence will be granted for a period of three months. Employees may request an additional three months, which shall be subject to approval of the Authority.

Prior to the start of the leave of absence period, the employee must make arrangements with the Payroll Department in regard to health benefits plan payments during the leave period. The employee may continue coverage in accordance with prevailing law. It must be stressed that failure to make arrangements will result in loss of benefits. The employee may continue coverage for the leave period only by making personal remittance to the Authority. The premium must be remitted monthly in advance; such premium to include the cost for both the employee and dependent charges, if any.

Upon return to work from leave of absence, the employee will return to the same classification as when he/she left. If the classification has increased due to cost of living or other reasons, appropriate consideration will be given to the employee by the Executive Director, based upon the length of the leave of absence.

10.3 Jury Duty

The Authority will reimburse an employee for jury duty only when the employee must physically be at the courthouse serving in the capacity of a juror.

Employees summoned to jury duty will be paid regular salary by the Authority during the period of such service; however, upon receipt of payment from the court, the employee will turn over such payment to the Authority, less traveling expenses.

10.4 Leave Covered by Workers Compensation

If an employee is injured on the job, payment will be made by Workers Compensation Insurance after the seventh working day of absence.

The Authority will continue to pay the full regular salary to an employee for a period of up to 12 weeks following the date of injury on the job; however, any payments made by Workers Compensation Insurance will be turned over to the Authority.

After 12 weeks of receiving a full regular salary, the employee must be examined and evaluated by a physician and/or therapist designated by the Authority. If the designated physician/therapist determines that the employee is able to return to work at that time, the employee's salary payments will cease and the employee will receive only workers compensation. If it is determined by the designated physician/therapist that the employee cannot return to work, the Authority will continue to pay full salary, and the workers compensation payments will be turned over to the Authority. The employee

will be examined monthly by the designated physician/therapist until the employee returns to work or a determination is made by Workers Compensation Insurance. The decisions of the Authority's designated physician/therapist shall not be subject to the arbitration provision of this collective bargaining agreement.

After discharge, the employee may, at their option, use accumulated sick time proportionately to cover the difference between Workers Compensation Insurance payments and full salary.

10.5 Military Leave

When a full-time employee (either permanent or temporary) who is a member of the Reserve component of any United States Armed Forces or the National Guard or any state, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee shall be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the leave shall be without pay but without loss of time. The paid leave will not be counted against any available time off including but not limited to vacation, sick, or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employee on military service will also continue to receive health insurance coverage during the period of leave plus an additional thirty (30) calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Authority's group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS) will continue accruing service and salary credit in the system during the period of paid, leave. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) also stipulates that Eligible Service may be purchased, employees must apply through the Division of Pensions and Benefits within 90 days of the end of the uniformed services.

11. SMOKE-FREE FACILITIES

Effective January 1, 1991, all BTMUA buildings, facilities and vehicles were declared smoke-free. Suitable receptacles have been provided outside building entrances for smoking materials to be extinguished before entering.

12. BENEFIT PLANS

The following benefits are provided to eligible employees covered by this agreement on a group basis:

- a. Basic and Major Medical Insurance

- b. Dental Insurance
- c. Vision Care Plan
- d. Prescription Drug Plan
- e. State Disability Insurance

These benefits are outlined in separate booklets describing each of the plans in detail.

All Employees will contribute towards the cost of insurance in accordance with the rates set forth by Chapter 78.

Health Benefits Plan – Basic and major insurance is available to full-time employees and their dependents on a group basis. Enrollment is optional and requires submittal of a registration form. Coverage becomes effective when 3 months of continuous service is completed.

Basic coverage is provided by the Hospital Service Plan (Blue Cross) and the Medical-Surgical Plan (Blue Shield) of New Jersey. Coverage is paid by the Authority for the enrolled employee and dependents. The policy covers dependents to December 31st of their 26 year of age regardless of student status. Booklets outlining the contract provisions and benefits will be available in the Payroll Department.

Dental Plan – The Dental Plan will reimburse the employee 100% of the eligible amount provided by the Plan. There is a \$25.00 deductible fee required for each adult each year. The Family Plan covers all dependent children ages 2-26 regardless of student status. (December 31st of the 26th year). The Plan covers preventative, diagnostic, and most other dental work, plus orthodontic benefits. Dental coverage has a maximum of \$1,800.00. Orthodontia coverage is \$1,500.00 lifetime maximum. For information on the optional DSO dental plan, including age coverage limits please see Human Resources.

Vision Care Plan – It is agreed that the Authority will pay for replacing eyeglasses broken due to the performance of employee's duties. A vision care plan for employees and dependents will be provided by the Authority. The plan will pay charges for one eye examination and one pair of prescription lenses and frames (or contact lenses) in each calendar year. Coverage will be in accordance with the "Schedule of Covered Services and Supplies" as furnished by the insurance carrier. Dependent coverage to December 31st of the 26th year of age regardless of student status.

Prescription Drug Plan – Prescriptions resulting from on-the-job injuries will be paid for by the Authority and an account for this purpose will be established at participating pharmacies.

A prescription drug plan for employees and dependents will be provided by the Authority. The plan will cover the cost of all prescription drugs less \$3.00/\$10.00 retail - \$5.00/\$15.00 mail order deductible to be paid by the employee.

State Temporary Disability – To protect employees against sickness or disability not compensable under the Worker’s Compensation Law, the Authority agrees to participate in the New Jersey State Temporary Disability Plan in accordance with the schedule provided by the Department of Labor. Authority policy requires that before being eligible for disability coverage, the employee must first use up any accumulated sick time on record.

12.1 Other Benefits

The following benefits are provided to the employees and are mandated by law:

- (a) Participation in the Public Employees Retirement System (PERS)
- (b) Participation in the PERS Group Life Insurance Plan
- (c) Disability Income Insurance
- (d) Long Term Disability – The Authority shall provide long-term disability coverage to the members of the Professional Group. The plan shall begin on the 180th day and continue until the 730th day. Payment shall be at the same rate as the State Temporary Disability Plan. The Authority reserves the right to change carrier, assuming the level of benefits is substantially the similar.

The Authority reserves the right to change carriers, if it should be in the interest of the Board and its employees providing that the benefits remain substantially similar.

Information on these programs is contained in the brochures from the Payroll Department.

12.2 Health & Prescription Coverage – “Opt Out” Program

1. The “Opt Out” Program is offered for Health & Prescription benefits only. **Dental and Vision benefits are not included in the program and you will be required to contribute minimum of 1.5% of your base salary not to exceed the total cost of coverage per month for both types of coverage.**
2. The employee needs to contact Human Resources Department to enroll in or terminate the “opt out” program.

3. Proof of alternative coverage is required to participate in the program. Copy of Insurance ID Card showing level of current coverage, and when necessary, a letter from parent's employer listing you – our employee as a covered dependent and covered-through date.
4. The employee will only be able to opt back into the Authority's health & prescription plans should alternate coverage be lost, or during open enrollment of the Authority's plans.
5. A waiver signed by the participating employee will be required confirming an understanding of items #1 and #2 above. A new waiver must be signed by participating employees each plan year.
6. State mandates • regarding maximum waiver amounts have changed since the inception of our plan and are to be paid as follows:
 - Waivers shall not exceed 25% or \$5,000.00, **whichever is less**, of the amount saved by the employer because of the employee's waiver of coverage".
 - a. Add the total monthly health and prescription premiums together;
 - b. Subtract out what would have been the employees expected contribution by comparing (1.5% base salary) to (health and prescription premium totals and level of coverage percentage of premium), then using the larger amount;
 - c. This total will then be multiplied by 25% and compared to the maximum waiver allowed by law \$5,000.00, the lesser to which is the established allowable waiver paid by the following schedule:
 - Equal payments will be made quarterly at the month end of January, April, July and October.
7. If the "opt out" program is terminated by the employee, the quarterly payout will be calculated on a pro-rated basis.
8. All "opt out" payments are taxable compensation to the employee under Section 125 Cafeteria Plans, cash benefit.
9. Program description and procedure are subject to change as deemed necessary by the Authority.

12.3 Uniforms

The provision of uniforms for members of this group is at the sole discretion of management and will be determined on nature of work performed by the employee.

12.4 Indemnification

In accordance with N.J.S.A. 59:10-4, entitled "Local Public Entities-Authority to Indemnify," the Authority shall have the right to indemnify employees consistent with the provisions of Title 59 of the New Jersey Statutes if the alleged act or omission upon which a claim is based occurred within the scope of the employee's employment with the Authority. However, in any case where the act committed by the employee constitutes an actual fraud, actual malice, willful conduct or intentional wrongdoing, or emanates from an act outside the scope of said employee's duties, the Authority shall not have the right to indemnify said employee.

An employee shall not be entitled to request indemnification unless within ten (10) calendar days of the time the employee is served with any summons, complaint, process, notice, demand or pleading, the employee delivers the original or a copy thereof to the Authority.

12.5 Use of Company Vehicles

Field Supervisors with assigned vehicles shall be permitted to take company vehicles home, but such vehicles are to be used for company business only. Vehicles will be assigned by the Executive Director.

12.6 Reimbursement of Expense

Members of the Professional Group may voucher for reimbursement of expenses incurred in the discharge of their duties, when approved by the Executive Director.

13. TUITION/UPGRADING

The Authority will consider paying education expenses for employees wishing to upgrade their education. Each request for reimbursement shall be submitted in writing to the employee's immediate Supervisor prior to taking the course. The Supervisor will submit the request with his recommendation to the Executive Director, who will determine the merits and advantages to the Authority of such additional education. If approved, the employee shall be authorized to take the course and be reimbursed by the Authority upon successful completion.

Obtaining a license or other diploma which may qualify an employee for an upgrading will not entitle said employee to an immediate salary increase. Such license or diploma will be taken into consideration for a salary increase within the next contract period. In such cases where an employee is required to take a particular course or training by the direction of the Authority, the Authority will pay the full cost of tuition and books in advance.

Attachment A.

JOB TITLES INCLUDED IN THE PROFESSIONAL GROUP

AA Operator/Lab Technician
Administrative Assistant – Engineering
Administrative Assistant – Central Services
AS 400/Scanning Operator
Chief Inspector
Communications Technician
Database Administrator
Design Technician
Executive Secretary
Foreman – Reservoir
Foreman – Pump/Booster Stations
Foreman – Collections
Foreman – Watershed
Foreman – Distribution
Foreman – Instrumentation
Foreman – Water Quality
GIS Specialist
GIS Technician
GPS Technician
Health & Safety officer
Laboratory Technician/Instrumentation Operator
Network Administrator
Project Manager Level I
Project Manager Level II
Project Manager Level III
SCADA Administrator
Senior Technician
Senior Technician – Laboratory
Staff Accountant
Staff Technician
Source Water Administrator
Watershed Technician
Water Treatment Plant T4 Operator of Record/Chief Operator

AGREEMENT ACKNOWLEDGEMENT PAGE

AGREEMENT ACCEPTED THIS 28th DAY OF APRIL, 2014:

For the Authority:



George Cevasco, Chairman

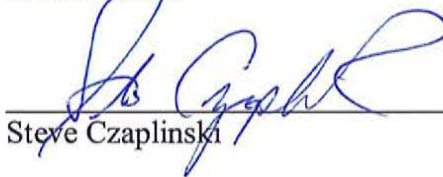


James Fozman, Vice Chairman

For the Professional Group:



Alexei Watus



Steve Czaplinski

APPENDIX

JOB DESCRIPTIONS
FOR EMPLOYEES INCLUDED
IN THE PROFESSIONAL GROUP

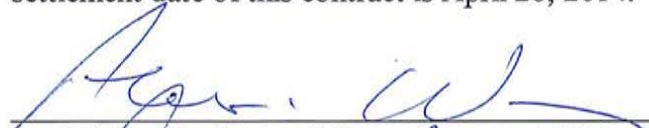


MEMORANDUM

TO: Lex Walus, Steve Czaplinski
FROM: James F. Lacey, CPWM
DATE: May 12, 2014
SUBJECT: Professional Group Contract Finalization

Attached please find the final and fully executed copy of the *Agreement between Brick Utilities and the Professional Group* for the Contract Term of January 1, 2013 through December 31, 2016, along with Addendum No. 1. Please note that the Agreement Settlement date is April 28, 2014. Therefore in accordance with *Section 4.5 – Longevity Increments* of the attached Agreement, April 28, 2014 shall be the date utilized in reference to “as of the date the AGREEMENT is reached...”

Please sign the attached copy of this letter and return it to my office acknowledging that the settlement date of this contract is April 28, 2014.



Lex Walus, Professional Group Representative



Steve Czaplinski, Professional Group Representative

JFL/mas
Attachment

ADDENDUM NO. 1

to the
Agreements between
THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
and
SUPERVISORY GROUP
PROFESSIONAL GROUP
OFFICE TECHNICAL GROUP

For the Contract Term of January 1, 2013 through December 31, 2016

The Following paragraph regarding health benefits provided to retirees will be included in the contract under **Section 12. Benefits.**

This Addendum shall incorporate the following paragraph into the above referenced Agreements:

The Authority has passed a resolution providing for retiree health benefits. These benefits shall be available to eligible retirees only. The Authority reserves the right to eliminate retiree health benefits if it so determines in the future.

Addendum No. 1 to the Supervisory, Professional and Office & Technical Group Agreements for the contract term of January 1, 2013 through December 31, 2016 reviewed and accepted this 15th day of MAY, 2014

PROFESSIONAL GROUP

Print Bargaining Group Name

STEVEN CZAPLINSKI

Print Representative Name

Alexei Walus

Print Representative Name

[Signature]
Signature

[Signature]
Signature