

AGREEMENT

BETWEEN THE

**EAST BRUNSWICK SEWERAGE AUTHORITY
(MIDDLESEX COUNTY, NEW JERSEY)**

and

UNITED SERVICE WORKERS OF AMERICA, LOCAL 255

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

Agreement between the East Brunswick Sewerage Authority and United Service Workers of
America, Local 255
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PREAMBLE

This Agreement is made this ^{28th} day of *January*, 2010, by and between the **EAST BRUNSWICK SEWERAGE AUTHORITY**, in the County of Middlesex, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority"), and **UNITED SERVICE WORKERS OF AMERICA, LOCAL 225** (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

The Authority recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of the members of the bargaining unit, which shall be defined as: "All regularly-employed full-time and permanent part-time personnel employed by the Authority." Permanent part-time personnel shall be defined as those employees working a minimum of twenty (20) hours per week for more than six (6) months of the calendar year. Managerial executives, confidential employees and supervisors, within the meaning of the New Jersey Employer-Employee Relations Act ("Act") shall be excluded from representation.

ARTICLE II

PROBATIONARY PERIOD

During the first six (6) months of continuous employment, an employee shall be considered a probationary employee and the Authority may terminate his or 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. This probationary period may be extended by mutual consent of the parties hereto for a period not to exceed forty-five (45) calendar days.

ARTICLE III

DUES CHECKOFF AND INDEMNIFICATION

A. Upon receipt of proper written authorization, the Authority shall deduct Union dues on a pro rata basis and shall remit the monies collected to the Union once each month. In the event the Authority institutes a change with regard to computer programming affecting this subsection, the parties hereto shall renegotiate the method of dues deductions.

B. The Union agrees to indemnify, defend and hold and save the Authority harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this clause.

C. If the rate of dues should change, the Union shall provide the Authority with ninety (90) days' advance notice of such change.

D. All deductions under this Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. 52:14-15.9(e).

E. The Authority or any of its officers and employees shall not be liable for any delay in making deductions pursuant to this Article.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Authority hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Authority and its properties and facilities and the activities of its employees;

2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action necessary for just cause;
4. To establish a code of rules and regulations of the Authority for the operation of the Authority;
5. To make all decisions relating to the performance of the Authority's operations, educational and maintenance activities, including, but not limited to, the methods, means, processes, materials, procedures and employees to be utilized;
6. To establish any new job classifications and job content and qualifications without prior negotiations thereof;
7. To change, combine or establish and schedule the working hours of employees to meet the needs of the Authority. The economic impact of such change shall be negotiated with the Union;
8. To determine the standards of performance of the employees, which standards shall be uniformly applied;
9. To take any reasonable actions considered necessary to maintain efficiency and cost-effective operations and maintenance;
10. To layoff employees, in accordance with seniority and qualification, in the event of a lack of work or funding, or any other conditions where continuation of such work would be inefficient and/or nonproductive.
11. To change, modify or promulgate policies, rules and regulations, not in conflict with this Agreement or other negotiable terms and conditions of employment;

12. To assign work as it determines will benefit the Authority and/or the public it serves.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority, the adoption of policies, rules, regulations and the implementation thereof and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement and, then, only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer itself 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 federal or State law.

D. The Authority shall provide each employee with a complete copy of all rules and regulations currently in effect and shall provide each individual with a copy of any revision or update of such rules and regulations. Notice of any alleged infraction of the work rules shall be provided to the affected employee, with a copy to the Union.

ARTICLE V

NO STRIKE

A. The Union acknowledges that it is illegal for public sector employees to engage in any strike, work stoppage, slowdown, walk out or other job action against a public employer. The Union, thus, agrees that its members shall not engage in the aforementioned activities.

B. It is expressly understood that this clause shall survive the Agreement.

C. This subsection shall not limit the construction of any other article within this Agreement.

ARTICLE VI

DISCIPLINE

Employees may be subject to disciplinary action for violation of the provisions of this Agreement or for the violation of the rules and regulations set forth in the Employee Manual. No employee shall be disciplined without just cause.

ARTICLE VII

GRIEVANCE PROCEDURE

A. DEFINITION

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, policies or administrative decisions which affect terms and conditions of employment and may be raised by an individual, a group of individuals or 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 to this Agreement. This procedure shall be followed in its entirety, unless any step is waived by mutual consent.

STEP ONE: IMMEDIATE SUPERIOR

The aggrieved shall institute action in writing, under the provisions hereof within thirty (30) calendar 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 and his next immediate superior, who is not in the bargaining unit, for the purposes of resolving the matter informally. Failure to act within thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance. The immediate supervisor shall render a decision, in writing, within ten (10) working days after receipt of the grievance. All grievances shall specify the contract provision being grieved (if any), the individuals whose actions are being grieved (if any), and the relief sought.

STEP TWO: EXECUTIVE DIRECTOR

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 Executive Director, or his designee, within ten (10) working days to respond to the grievance.

STEP THREE: AUTHORITY BOARD

If the grievance is not resolved to the satisfaction of the aggrieved at Step Two above, the aggrieved shall, within ten (10) working days after the response at Step Two, submit the grievance to the Authority Board, or a committee thereof. The Authority Board, or committee thereof, shall hold a hearing on such grievance within thirty (30) calendar days thereafter to render its decision. With respect to grievances not involving the express terms of this Agreement, the Authority Board decision shall be final and binding upon the parties.

STEP FOUR: BINDING ARBITRATION

1. In the event the grievance is not resolved to the grievant's satisfaction at Step Three, or in the event the Authority Board has not served a timely written response within ten (10) working days after the response date set forth in Step Three, the Union may invoke binding arbitration for grievances alleging violation of a provision or provisions of this agreement setting forth negotiated terms and conditions of employment, as set forth below and to the extent required by N.J.S.A. 34:13A-29 and other relevant provisions to the New Jersey Employer-Employee Relations Act.

2. The Union may invoke binding arbitration by submitting a written request therefor to the Public Employment Relations Commission, with a copy of such request to the Executive Director. Thereafter, binding arbitration proceedings shall be conducted pursuant to the Rules of the Public Employment Relations Commission, except as they may be expressly altered or modified herein.

3. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) days from the date of closing the hearings, or if

oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. It is expressly understood and agreed that the arbitrator has no authority to modify, add to, subtract from or in any way whatsoever alter the provisions of this Agreement.

4. Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings.

5. Costs of the arbitrator shall be split between the parties.

6. Additional costs incurred shall be borne by the party incurring same.

7. Nothing herein shall preclude the parties from agreeing on a particular arbitrator to serve in any particular case, nor from mutually agreeing in writing signed by both parties, to give the arbitrator authority to render a final and binding decision within the parameters set forth in this Article.

8. Time limits expressed herein shall be construed as maximums; nothing shall preclude the parties from meeting or filing earlier, nor from extending any time limits if mutually agreeable.

ARTICLE VIII

STATEMENT OF POLICY AGAINST DISCRIMINATION

The Authority and Union both agree they shall not discriminate against any employee because of race, color, sex, marital status, national origin, political affiliation, age or physical handicap (except where age or physical condition constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Union activities or lack thereof.

ARTICLE IX

POSTING AND ANNOUNCEMENTS

A. Job openings and promotional opportunities within the Authority shall be posted prominently for seven (7) calendar days. The posting shall include the classification; the salary

range with the authorized hiring rate, if any; a description of the job; any required qualifications and the procedure to be followed by employees interested in applying.

B. A copy of each notice shall be forwarded to the Business Agent at the offices of Local 255.

C. Where a promotion is consummated as a result of the job posting procedure, the Authority will post the name of the individual appointed for seven (7) calendar days and will forward a copy to the Union office.

D. It is agreed that eligible employees who are fully qualified and apply for any such position in the bargaining unit will be given consideration over non-employees.

E. The Authority retains the right at all times to choose the most qualified applicant for any position.

ARTICLE X

SENIORITY

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

B. Seniority shall be defined as an employee's term of continuous service with the Authority.

C. Probationary employees have no seniority. Upon completion of the probationary period, employees shall be credited within a classification retroactive to the date of initial hire.

D. Seniority may be lost by a "break in service." A "break in service" shall occur whenever an employee resigns, is discharged for cause, retires, upon leave of absence (not caused by accident or illness) in excess of ninety (90) calendar days, upon absence without leave for five (5) consecutive working days without justifiable reason, and upon failure of an employee to accept recall in writing to the Executive Director within seven (7) calendar days from receipt of

notice of recall from the Authority. Notice of recall shall be sent by certified mail, return receipt requested, and by regular mail. Service by regular mail shall be presumed to have been effected within three (3) days from date of mailing. It shall be the responsibility of the employee to inform the employer of any change of address.

E. Seniority shall be earned during military service which interrupts employment with the Authority, as required by the prevailing law at the time of the military service.

F. Layoffs shall take place in accordance with seniority within a classification. The employer shall determine in which classification a layoff shall occur and the number of layoffs. The employees with the least seniority within the classification shall be laid off first.

G. A laid off employee shall have recall rights for a period of one (1) year from the date of layoff. Employees shall be recalled to positions for which they are qualified, as defined herein, in inverse order of seniority.

H. Once per year, the Authority shall prepare and forward to the Union a seniority list of employees indicating classification and effective dates of employment with the Authority.

I. An employee laid off may elect to "bump" a less senior employee in another classification, provided the laid off employee has greater Authority seniority in overall service than the bumped employee and, as determined by the Authority, is capable of performing duties of the position into which the employee seeks to bump without additional training. In the event of a tie in seniority, the bumping employee shall prevail.

J. Seniority shall be earned during any period of leave for personal illness or any period of leave for illness in the employee's immediate family, as defined in this Agreement.

K. Seniority shall not be earned during any period of suspension from employment, whether with or without pay, by reason of disciplinary action. Only suspensions in excess of ninety (90) days shall constitute a "break in service" as defined in paragraph D of this Article.

ARTICLE XI
BULLETIN BOARDS

A. The Authority will provide bulletin boards of reasonable size which will be used exclusively for the posting of Union notices at sites requested by the Union subject to the approval of the Executive Director, which shall not be unreasonably withheld.

B. Material to be placed on the Union bulletin boards will consist of only the following:

1. Notice of Union Elections and the results of the elections.
2. Notice of Union legislation.
3. Notices of Union meetings.
4. Notices of Union social and recreational events.
5. Notices concerning official Union business.
6. Notices concerning job postings.
7. Other notices concerning legitimate Union matters.

ARTICLE XII
UNION BUSINESS

A. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Stewards. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Stewards shall be the designated representatives of the Union for such matters which take place at the work place.

B. The Union may designate no more than two (2) Stewards and one (1) Grievance Chairperson.

C. One (1) Steward at a time shall be given an opportunity to engage in the adjustment of grievances as provided for under the Grievance Procedure herein with Authority representatives.

D. The Steward shall not leave his job without the permission of his Supervisor, and shall not contact another employee on Union business without prior permission of that employee's Supervisor and his own.

E. Under no conditions shall the Shop Steward interfere with the performance of the work of others.

F. The Steward has no authority to give orders regarding work to any person employed by the Authority, by virtue of his position as Steward.

G. The Union shall notify the Authority immediately following the selection or replacement of a Steward or Grievance Chairperson.

ARTICLE XIII

UNION RIGHTS AND PRIVILEGES

A. The employer agrees to provide all relevant information, in response to reasonable requests, pertaining to the employees' terms and conditions of employment as articulated in this Agreement and as may be necessary for the Union to process any grievance.

B. Whenever any representative of the Union or any other employee covered by this Agreement is required or scheduled to participate during working hours in negotiations, grievance proceedings, or labor/management meetings, he/she shall suffer no loss in pay or any other contractual benefit to which he/she is entitled. Such activities shall be scheduled at mutually agreeable times.

C. The Union and its representatives may schedule the use of Authority's meeting rooms for contract ratification meetings and annual meetings. The Union's use of such facilities shall not cause expense to the Authority. The Union shall maintain the facilities during use.

D. During fixed times as approved by the Executive Director, or his designee(s), the Business Agent or the Shop Steward shall be permitted to meet during his/her tour of duty with the members when necessary for the adjustment or investigation of an already existing grievance. Such approval shall not be withheld unreasonably. The exercise of privileges under this section shall not cause the Authority to incur any overtime obligation or interfere with the operation of the Authority.

ARTICLE XIV
LEAVE OF ABSENCE

A. An official leave of absence may only be granted by resolution of the Authority.

B. At the discretion of the Executive Director, and with the approval of the Authority, any employee may be granted a leave of absence without pay, upon formal written request.

C. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. The Authority shall not make any payments to the pension system or health plan during this leave of absence. However, the employee may bear the costs of such contributions if permitted by the appropriate agency or carrier.

D. A leave of absence shall not exceed sixty (60) calendar days in length, after which an employee, upon formal written request, may be granted an extension not to exceed thirty (30) calendar days.

E. Employees are required to notify the Authority of their anticipated date of return, as soon as it is known to the employee. Failure to return on such date without good cause 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, nor shall denial be the subject of a grievance.

ARTICLE XV
MILITARY LEAVE

Military leave shall be provided in accordance with applicable law.

ARTICLE XVI

JURY DUTY

A. Employees called for jury duty shall be granted leave with straight time pay less any compensation they may receive for attending required jury duty for a maximum of two (2) weeks per year.

B. If any employee is required to serve on jury duty, such employee shall be required to notify the Executive Director in writing at least two (2) weeks in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty prior to the end of a work day, employees shall call to see if they are needed to work for the duration of the work day; if so, employees shall so report for work.

C. If there is a change in the originally established jury duty leave, the employee must notify the Executive Director to make the necessary arrangements to return to work, otherwise, the employee shall receive no pay from the Authority.

D. Employees shall cooperate with the Authority and report to work at all times possible when requested during jury duty. The Executive Director must be notified in advance any day that employees are not required to report for jury duty, and employees shall report to work on those days.

E. Jury duty on an unscheduled work day shall not be paid by the Authority.

F. The Authority reserves the right to require proof of jury duty.

G. An employee shall suffer no loss of scheduled vacation as a result of jury duty obligations. The Executive Director shall be notified of any conflict in vacation scheduling. Vacations prevented or interrupted by jury duty may, at the discretion of the employee, be rescheduled with the approval of the Executive Director and as otherwise provided in this Agreement.

ARTICLE XVII

BEREAVEMENT PAY

A. All employees shall be granted up to a maximum of four (4) working days leave, without loss of regular straight time pay, upon the death of a member of his/her immediate family. Said leave shall be taken within the seven (7) calendar days following the date of the immediate family member's death.

B. Immediate family is defined as spouse, children, parents, stepparents, grandparents, brothers and sisters, great grandparents, grandchildren, and spouse's parents, brothers, sisters and grandparents.

C. In the event of a death in the employee's non-immediate family, employees shall be entitled to one (1) day of leave to attend the funeral, without loss of regular straight time pay.

D. Non-immediate family is defined as the employee's aunt, uncle, brother-in-law, sister-in-law, niece or nephew.

E. The Executive Director, in his discretion, may require proof of death and/or relationship.

ARTICLE XVIII

SICK LEAVE

A. Except as provided in Section B below, all employees covered by this Agreement shall be granted sick leave with no loss of regular straight-time pay of one (1) working day for each month of service, up to a maximum of twelve (12) days per year during the first calendar year of employment. Thereafter, each employee shall be granted fifteen (15) days sick leave on his/her anniversary date.

B. Employees hired on or after January 1, 1999, shall be granted sick leave of ten (10) days per year during their first calendar year of employment. Thereafter, each such employee shall be granted thirteen (13) days sick leave on his/her anniversary date.

C. Sick leave may be utilized only for bona fide illness, accident, exposure to contagious disease or attending to a member of the employee's immediate family whose illness requires the attendance of such employee when such circumstances necessitate absence from work. A certificate by the attending physician, if any, shall be required at the discretion of the Executive Director or his designee. Such request shall not be made arbitrarily or capriciously.

D. The Executive Director shall have the right, at his discretion, to require the submission of a doctor's certificate whenever sick leave is used for a scheduled work day immediately preceding or following a holiday.

E. In the event of the absence of an employee, such employee shall notify the Authority between the hours of 8:00 a.m. and 8:15 a.m. prior to his/her scheduled shift for Maintenance, or between 9:00 a.m. and 9:15 a.m. for Office Staff; pursuant to the rules and regulations of the Authority. Such employee shall call prior to his/her scheduled shift for any day during which a sick day will be taken. An answering machine shall be provided for such reporting.

F. Failure to report absences properly shall be deemed grounds for refusal to grant sick leave or for disciplinary action, if good cause is not given for such failure.

G. Either up to two (2) sick leave days per calendar year or, alternatively, one (1) personal day, may be utilized in increments of one (1) hour, but not both. Employees shall not be permitted to carry over from year to year unused sick leave accumulations of less than a full day. Partial days sick leave accumulations shall be compensated at the end of each calendar year. Any portion of a personal day so used, which remains unused at the end of the year, shall not be carried over to the following year.

H. Unused sick days may accumulate from year to year to a maximum of thirty (30) days. With respect to employees who accumulate in excess of thirty (30) sick days, the Authority shall purchase those days in excess of thirty (30) at the then-current per diem rate in the first pay period each December.

I. Any employee who is involuntarily terminated for cause or otherwise terminates his/her employment while not in good standing shall receive no compensation for accumulated

unused sick leave. In the event that an employee resigns for purposes of retirement after twenty (20) or more years of service, the employee shall be compensated for unused accumulated sick leave at the rate of one day's compensation for each day of accumulated leave. In the event that an employee dies, payment for unused accumulated sick leave shall be made to that employee's estate at the rate of one day's compensation for each accumulated day, without regard to the length of the deceased employee's service. In all cases, the basis for computing payment shall be the employee's per diem rate at the time employment terminates.

ARTICLE XIX

HOLIDAYS

A. 1. For each year of this Agreement, employees shall be entitled to the following paid holidays:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | General Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |

2. When Christmas Day, New Year's Day and/or Independence Day (July 4th) fall either on a Tuesday or a Thursday, the day adjoining the nearest weekend, be it a Monday or a Friday, shall be a paid holiday.

B. Holidays falling on Saturday or Sunday shall be celebrated on the previous Friday or the next Monday, at the Authority's discretion, except as provided by law.

C. Hours worked on a holiday shall be compensated at time and one-half (1-1/2) of the employee's base rate for those hours worked, in addition to eight (8) hours' holiday pay at the employee's base rate.

D. The Authority reserves the right to require written explanation and/or verification of the reason(s) for an employee's absence on the day before or after a holiday. Such requests shall not be made arbitrarily or capriciously.

E. An employee who is absent on a holiday, when scheduled to work the holiday, shall be subject to disciplinary action, unless such absence was approved in advance or was taken under the sick leave provisions of this Agreement.

F. Upon termination of employment, an employee shall receive termination compensation for only those holidays accumulated prior to the date of termination.

ARTICLE XX

VACATIONS

A. Beginning January 1, 2000, vacations shall be provided to employees in accordance with the following schedule:

| <u>Years of Service</u> | <u>Number of Days</u> |
|--|-----------------------|
| Probationary period (first six months) | 0 |
| Balance of the first calendar year of employment | 1 day per month |
| 2 through 5 years | 12 days per year |
| 6 through 9 years | 15 days per year |
| 10 years and beyond | 20 days per year |

No employee who, prior to January 1, 2000, possessed a vacation entitlement greater than provided in this Section shall suffer any reduction in that vacation entitlement although all accruals of additional vacation time after that date shall be governed by this Section.

C. Newly hired employees shall be entitled to use vacation during the first year of employment as it is earned. Effective each December 31st, newly hired employees starting

service prior to July 1st shall be considered to have served a full year of employment for purposes of calculating their level of vacation entitlement following December 31st.

D. Vacation allowance should be taken during the current calendar year at the time permitted unless it is deferred. In that event, it may be accumulated to a maximum of ten (10) days.

E. Scheduling of all vacation shall be at the sole discretion of the Authority. Seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Authority. The Authority reserves the right to reject vacation requests if required by manpower and scheduling needs.

F. Vacations shall be taken at a minimum of one (1) week at a time, where possible, unless the Executive Director or his designee approves less at his option. Field staff employees may take up to ten (10) vacation days in single day increments only; provided that requests for single day vacation usage are made to and approved by the Authority at least five (5) days in advance of the intended date of use. Office staff employees may take up to ten (10) vacation days in single day increments only; provided that requests for single day vacation usage are made to and approved by the Authority at least five (5) days in advance of the intended date of use. The Authority reserves the right to reject a single day vacation request if required by manpower and scheduling needs. Approval of single day vacation requests shall not be unreasonably withheld.

G. Pay for the vacation period consists of regular base pay only.

H. There shall be no vacations taken by office personnel during "peak" billing periods, as determined by the Authority, unless the work can be covered. Specific permission must be granted in writing by the Executive Director or designee.

I. In the event an employee requests vacation not yet accrued, the Authority may grant said request in its discretion.

J. Employees shall be permitted to carry over a maximum of ten (10) earned vacation days from year-to-year; provided, however that an employee whose vacation scheduling request is denied by the Authority due to manpower or scheduling problems shall be permitted to carry

over the vacation time that was rejected in addition to the ten (10) day limit. The Authority shall buy back, at the current per diem rate, all accumulated vacation days in excess of ten (10). Payment for excess vacation days shall be made during the first pay period each December. At the employee's option and upon formal written request, the Authority will make the payment for excess vacation days to the employee's tax shelter annuity plan.

ARTICLE XXI

PERSONAL DAYS

A. Each employee shall be granted three (3) non-cumulative personal days which may be taken in either full, half-day or, as provided for in Article XVIII (Sick Leave), hourly increments. During the first calendar year of employment, one (1) personal day shall be granted for each four (4) months of completed service.

B. Employees are required to provide forty-eight (48) hours written notice pursuant to the rules and regulations of the Authority, except in the event of an emergency. The Executive Director or his designee reserves the right to require written verification of such emergency. Such requests shall not be made arbitrarily or capriciously.

C. Effective upon ratification of this agreement, employees shall be permitted to use one (1) of the contractual personal days as an emergency personal day which shall not be subject to contractual advance notice requirements. Employees making use of an emergency personal day shall be required to identify the nature of the emergency. Management may require proof that the emergency situation exists.

ARTICLE XXII

SAFETY AND HEALTH

A. The Authority agrees to make reasonable provisions for the safety and health of employees.

B. An employee shall have the right to notify his/her Supervisor of all hazardous safety conditions, and complaints of unsafe or unhealthy conditions shall be promptly investigated and corrections promptly initiated by the Authority if the investigation warrants action. Complaints and findings made pursuant to this section shall be reduced to writing.

C. Union officials shall be granted access to the Authority's work sites during regular business hours upon advance notice to the Executive Director, in order to investigate complaints of unsafe or unhealthy conditions. A representative of the Authority may accompany the official while on the premises. Operations shall not be disturbed by such visits.

D. Quarterly meetings shall be held between two (2) field personnel and two (2) supervisory personnel for the discussion of mutual concerns involving problems encountered in the field and safety considerations in the workplace.

E. Clean, cool water will be provided for all maintenance details.

F. The Authority shall make available to its employees participation in safety-related programs offered by East Brunswick Township.

G. When employees are assigned to perform duties at what may prove to be hazardous locations, such as confined space entry sites or high traffic sites, they may request the assignment of additional personnel to minimize risk. In evaluating such requests, substantial weight will be given to the judgment of the employee on site but management reserves the right to make all final determinations on the assignment of personnel. Requests for additional personnel for safety reasons shall not be unreasonably denied.

H. Clocks shall be installed in all trucks and maintained in working order.

ARTICLE XXIII

ANNUAL PHYSICAL EXAM

A. The Authority physician shall provide annual physical examinations for employees, such examinations to include

Physical Examination

Urinalysis
Routine O.B. Spirometry
EKG
Wound Check
Laceration Repair
Abscess Ind.
Poison Ivy Vaccine

The Authority shall bear any expense incurred in connection with such examination that is not covered by current medical insurance policies. Any subsequent tests or treatment indicated by the physical examination shall be provided for as covered by the current medical insurance coverage, if at all. Employees shall be provided with a copy of the results of their physicals when available from the doctor.

In the event that the Authority fails to provide for such a physical examination, the employee may be examined by his/her own doctor, during working time, with such examination being paid for by the Authority.

In addition, the Authority shall continue to provide its employees with whatever health screening services East Brunswick Township makes available to the Authority.

B. The above-described physical examination shall focus on areas of health risk resulting from exposures encountered in the employee's regular job. Employees working with toxic materials shall be tested for the effects of such exposure.

ARTICLE XXIV

REPORTING ACCIDENTS

A. Any employee involved in an accident resulting in physical injury and/or damage to Authority property shall immediately or as soon as physically possible report the accident, any physical injury and/or property damage sustained to his Supervisor.

B. When required by the Authority, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Authority time, on forms furnished by the Authority, and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE XXV

HOURS OF WORK AND OVERTIME

A. The normal workweek for Field Personnel shall be forty (40) hours. The normal workweek for all other office personnel shall be thirty-five (35) hours. Unless an employee is sick or has previously received approval from the Superintendent, the Assistant Superintendent or his designee, an employee may not leave early from work.

B. The Authority shall provide thirty (30) calendar days notice of a departmental schedule change of thirty (30) minutes or more difference at which time the Union may request negotiations over applicable terms and conditions of employment. However, the failure of the Authority and Union to reach final agreement with respect to any issues relevant herein, shall not prevent the implementation of the new schedule on the date designated by the Authority.

C. Overtime at time and one-half (1-1/2) the base rate of pay shall be paid for authorized work in excess of forty (40) hours per week or eight (8) hours per day.

D. Any employee who fails to properly record any time he/she worked pursuant to the Authority's rules and regulations, shall not have that time considered as time worked.

E. There shall be no pyramiding of overtime or premium pay.

F. Time worked on Saturday or Sunday shall be compensated at the rate of time and one-half (1-1/2) the employee's base rate of pay. Time worked on the following holidays shall be compensated at the double time rate (twice the employee's base rate):

New Year's Day
Easter Sunday
Thanksgiving Day
Christmas Day

G. Employees shall present themselves ready for work and on time pursuant to their designated schedule. Employees shall be permitted adequate time to wash up before lunch and to clean up and change clothing when necessary at the end of each workday. The parties agree that this provision shall not interfere with Authority operations and that the employer will not arbitrarily deny reasonable and adequate clean up time.

H. Maintenance employees shall receive at least forty-eight (48) hours notice of any regularly-scheduled non-emergency overtime assignments. For purposes of this section, an emergency is considered a situation requiring work which is both unanticipated and necessary.

I. Any employee performing the duties of a crew chief shall be paid an hourly increment of \$1.25 over his base rate of pay. Crew chief assignments shall only be made by the Superintendent or Assistant.

J. Maintenance Department Summer hours shall be from 7:00 a.m. to 3:00 p.m. commencing on the Tuesday after Memorial Day and continuing until the day after Labor Day. This schedule may be changed if conditions warrant.

K. Office Summer hours shall be from 8:00 a.m. to 4:00 p.m. commencing on the Tuesday after Memorial Day and continuing until the day after Labor Day.

L. Lunch breaks shall not be interrupted except for major emergencies.

ARTICLE XXVI

ON-CALL ASSIGNMENTS

A. A rotating on-call duty system shall be established in January of each year to provide the Authority with personnel who shall be available in the event of equipment failure, emergency or other assignment. On-call duty shall be assigned on a full week basis and such assignment shall be distributed as evenly as practicable. A reasonable effort shall be made to establish an equitable distribution of on-call duty during holiday periods. Employees may arrange among themselves to trade or give up on-call assignments. Such changes shall be for a complete week. Employees shall give the Executive Director or his designee sufficient advance written notice of such changes as is necessary to permit appropriate arrangements to be made. In the event of an emergent personal emergency or sudden illness of a person on-call, the Director or his designee shall be notified immediately and may assign another employee this duty if the assigned employee cannot make his own arrangements. The Executive Director or his designee has the

right to require written verification of such a personal emergency or illness by the employee. Such requests shall not be made arbitrarily or capriciously.

B. The on-call duty stipend for shall be \$310.00 per week effective January 1, 2010;, and \$320.00 effective January 1, 2012. Each day of on-call duty shall have an equivalent value regardless of whether such day falls on a weekend and/or a holiday. In the case of employees on on-call duty, a call back assignment message, left by the Authority, on an employee's telephonic answering machine, pager, cell phone, or similar device, shall be deemed to have been received by the employee and failure of the employee to respond timely to the call back duty shall be cause for discipline.

C. Effective upon ratification of the agreement by both parties, employees on On-call duty who are required to respond to two (2) or more emergency calls on a single night without actually reporting for work, shall be compensated for one (1) hour at the overtime rate. In the event that an employee is required to devote more than one (1) hour in a single night in responding to emergency calls without actually reporting to work, the employee shall submit the actual time worked for compensation at the overtime rate.

D. Employees called in to duty shall be entitled to receive a minimum of three (3) hours pay at time and one-half (1-1/2) the employee's base rate. It is agreed and understood by the parties that an individual called back to work for emergency duty will be compensated at the call-back rate provided herein, but shall not receive the on-call duty pay provided in this Section unless expressly assigned that duty. This paragraph shall not apply to employees held over their shift.

E. Employees acknowledge the obligation to accept a fair share of the call back assignments . Involuntary overtime assignments shall be on an inverse seniority rotation basis. Employees at or near the top of the rotation list at any time are expected to be available for call back.

F. Employees called in to duty for a period of time in excess of four (4) hours shall receive a meal allowance of ten dollars (\$10.00). If circumstances allow, food will be brought on site to meet this requirement.

G. Employees called back to work to shut down the computer or to do any special computer work shall receive minimum call-back pay as established in Section D of this Article and shall be eligible for the meal allowance as established in Section F.

H. For purposes of call-back, the parties agree that additional personnel are needed under the following conditions:

1. A minimum of two (2) employees shall be required for entry into any confined space as defined by N.J.A.C. 12:100-9.
2. A minimum of two (2) employees shall be required on any roadway where the speed limit is in excess of 25 m.p.h.

H. Employees on on-call duty who are required to return to work shall be compensated for up to one-half (1/2) hour of travel time in addition to time worked upon recall.

I. Employees on on-call duty assignments shall be required to respond to emergency calls within forty-five (45) minutes of receiving said calls or within one (1) hour, if the employee resides more than ten (10) miles from Authority offices.

J. Employees on on-call duty shall have the use of an Authority vehicle during the time of the assignment. No Authority vehicle shall be used for personal business. The vehicle shall not be used or parked in an unsafe or unreasonable manner. The employee shall be held liable for the theft of, or damage to, the vehicle, if attributable to the employee's own negligence or recklessness. For purposes of liability under this Section, employees shall be held to the same standard of care as applies during their regular working hours.

ARTICLE XXVII

WAGES

A. Salaries for Office personnel for 2010, 2011 and 2012 shall be fixed in accordance with Salary Schedule A, which is attached hereto. Salaries for Field personnel shall be fixed in accordance with Salary Schedule B, which is attached hereto.

B. "New hires" shall be placed on the appropriate step of the proper salary scale.

C. The Annual salary adjustments provided for in Schedules A and B shall take effect on January 1 of each designated year; provided, however, that an employee must have worked at least one-half of the year (i.e., have been hired before July 1) to be eligible for the adjustment. An employee who does not meet this eligibility requirement shall not receive a salary adjustment until the next following year. For example, an employee hired on or after July 1, 2006 shall not receive an annual adjustment until January 1, 2008.

D. Employees shall be compensated on an hourly basis.

E. Following the expiration of this Agreement, no employee shall receive an adjustment in compensation, as provided by the steps on Schedules A and B, until the conclusion of negotiations for a Successor Agreement. At that time, adjustments shall be made in accordance with the terms of the Successor Agreement.

F. Effective January 1, 2010, bargaining unit members shall receive an annual stipend for possession of Collection System operator's licenses as follows:

a. C-1 - \$350 per year.

b. C-2 - \$650 per year.

c. C-3 - \$850 per year. This stipend shall increase to \$900 effective January 1,

2012.

ARTICLE XXVIII

INSURANCE

A. Effective January 1, 2008, health insurance coverage provided to EBSA employees shall be provided on the same terms as apply to employees of East Brunswick Township. In 2008, Traditional health plan deductibles shall be \$250.00 for individual coverage and \$500.00 for family coverage.

B. Current levels of dental/orthodontia insurance shall be maintained.

C. Co-payments for the prescription plan shall be \$5.00 for generic and \$10.00 for brand name.

D. The Authority shall provide an eye-care/optical benefits reimbursement program for employees. Reimbursement, to a maximum of \$400 per year effective January 1, 2007 for each employee family, shall be provided, upon submission of a paid receipt for eye examinations, prescription glasses, contact lenses, and prescription eye medication or treatments.

E. Benefit levels for Health Insurance, Dental Insurance, and Prescription Insurance, established pursuant to Sections A., B., and C., above, shall be maintained. In the event of a change in insurance carriers, the policy shall provide equal coverage and administration.

F. Disability Insurance shall be increased to \$502 per week for the life of the agreement.

G. The EBSA shall provide employees who retire after January 1, 2000 with employee-only medical insurance coverage through the EBSA Group Health Insurance Plan provided that the employee has, at the time of retirement, completed fifteen (15) years of service with the EBSA; and, has reached fifty-five (55) years of age; and has completed twenty-five (25) or more years of credited service in the Public Employee Retirement System (PERS). Such medical insurance coverage shall be maintained until the employee becomes eligible for Medicare.

ARTICLE XXIX

UNIFORMS

A. Clothing allowance shall be provided for uniformed employees of the Authority in the amount of \$650.00 dollars. This sum shall be paid in full between May 1 and June 1 of each year to all field personnel. Newly hired probationary employees shall receive one half of the allowance upon hire, and the balance the following May.

B. The allowance shall be used for the purchase of uniforms strictly conforming to department guidelines.

C. The allowance shall cover shirts, pants, safety shoes, outer jackets, gloves, parka, insulated undergarments, and other related items as might be included from time to time in the sole discretion of the Authority. In the event that there is a uniform change during the term of this Agreement, employees shall be allowed to wear the prior uniforms until the following June 1 and thereafter all replacements purchased shall conform to the revised standards.

D. Uniformed employees shall be supplied with raingear, slush boots and work gloves with the cost to be borne by the Authority.

E. Failure of any field personnel to properly maintain and wear the uniform, or any part thereof, as specified in the rules and regulations of the Authority, shall be considered just cause for discipline.

ARTICLE XXX

FORMER EMPLOYEES

The Authority and Union agree that individuals who have left the employ of the Authority prior to the date of full and final execution of this Agreement or any successor thereto shall not be entitled to any of the benefits set forth herein, whether retroactive or otherwise.

ARTICLE XXXI
DEDUCTIONS FROM PAY

The Authority shall, upon formal written request from an employee, make appropriate payroll deductions for employees enrolled in tax-shelter annuity plans or savings plans. Deductions shall be made for a maximum of three (3) plans at any time. The Union shall give management formal written notification of the plans for which deductions may be made. It is agreed and understood that the Authority shall have no responsibility or liability for any errors occurring in connection with the administration of these payroll deduction plans except for those caused by itself or its staff.

ARTICLE XXXII
PART-TIME EMPLOYEES

A. In the event that the Authority establishes a part-time position of twenty (20) or more hours per week, that position shall be provided with health insurance benefits and shall be paid a pro rata salary.

ARTICLE XXXIII
MATERNITY LEAVE

An employee may use accumulated sick leave for absence due to maternity-related disability. In the event that sick leave is exhausted prior to the expiration of the disability, the Authority shall grant, upon request, an unpaid leave of absence for the balance of the period of disability; provided, however, that the leave of absence shall not exceed ninety (90) calendar days.

ARTICLE XXXIV
SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared legally invalid for any reason, such decision shall not affect the remaining portions of

this Agreement which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable.

ARTICLE XXXV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargained issues which were the subject of negotiations.

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

ARTICLE XXXVI

DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2010 and shall extend through December 31, 2012. Should agreement not be reached for 2013 by January 1, 2012, all rights, privileges and responsibilities currently in effect shall be continued until a new Agreement is agreed upon and signed.

ARTICLE XXXVII

CARRYOVER OF PREDECESSOR AGREEMENT PROVISIONS

All other provisions of the predecessor Agreement shall be carried over into the new Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

AGREED:

UNITED SERVICE WORKERS OF AMERICA, LOCAL 255

By: Maurice David

Attest: Edi G. Walsh

EAST BRUNSWICK SEWERAGE AUTHORITY

By: [Signature]

Attest: [Signature]

**SALARY SCHEDULE A
ADMINISTRATION/OFFICE PERSONNEL**

| <u>NAME</u> | <u>2010</u> | <u>2011</u> | <u>2012</u> |
|--------------|-------------|-------------|-------------|
| M. David | \$25.65 | \$26.25 | \$26.97 |
| A. Riccobono | \$23.87 | \$24.47 | \$25.19 |
| T. Muzka | \$23.60 | \$24.20 | \$24.92 |
| V. Ritter | \$23.43 | \$24.03 | \$24.75 |

**SALARY SCHEDULE B
FIELD STAFF**

| <u>NAME</u> | <u>2010</u> | <u>2011</u> | <u>2012</u> |
|---------------|-------------|-------------|-------------|
| T. Syx | \$27.99 | \$28.59 | \$29.31 |
| J. Sawicki | \$26.75 | \$27.35 | \$28.07 |
| R. McDonald | \$24.50 | \$25.10 | \$25.82 |
| M. Pohopin | \$24.50 | \$25.10 | \$25.82 |
| G. Federowicz | \$22.74 | \$23.34 | \$24.06 |
| E. Walker | \$22.28 | \$22.88 | \$23.60 |
| V. Schlesier | \$21.63 | \$22.23 | \$22.95 |
| K. Wright | \$20.87 | \$21.47 | \$22.19 |