

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

LITTLE EGG HARBOR MUNICIPAL UTILITIES AUTHORITY

AND

LOCAL 3304 G, DISTRICT COUNCIL, NO 71, AMERICAN FEDERATION

COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

Effective

July 1, 2012 through June 30, 2017

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PREAMBLE

This Agreement entered into this 3rd day of July 2012, by and between the Little Egg Harbor Municipal Utilities Authority, hereinafter called the "Authority" and Local 3304F, which is affiliated with District Council #71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union", has, as its purpose, the promotion of harmonious relations between the Authority and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I: RECOGNITION

- A. The Authority recognizes District Council #71, American Federation of State, County, and Municipal Employees, AFLO-CIO as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all full time or regular part time employees (excluding season or temporary employees or retired Authority personnel, hired after retirement from the Authority) listed in the classifications herein, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees, as established by the laws of 1968, Chapter 303, and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.
- B. The Bargaining Unit shall consist of the following titles:
- Clerk/Cashier
 - Senior Clerk/Cashier
 - Head Cashier
 - Laborer
 - Maintenance
 - Backhoe Operator
 - Assistant Maintenance Chief
 - Operations Chief
 - Maintenance Chief
 - Utility Mark Out Coordinator
 - Utility Worker
 - Purchasing Clerk
 - Senior Purchasing Clerk
 - Qualified Purchasing Agent
- C. The Bargaining Unit shall not include part time employees hired solely to perform meter reading duties. Such part time employees shall not be entitled to any benefits under this Collective Bargaining Agreement. The hourly rate for such employees shall be at the discretion of the Authority.

ARTICLE II – UNION BULLETIN BOARDS

The Authority agrees to furnish and maintain a suitable bulletin board in a convenient place at the principal place of work for use by the Union.

ARTICLE III – CHECK-OFF

- A. The Authority agrees to deduct from the salaries “and wages” of its employees, subject to this Agreement, dues for AFSCME, District Council #71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, *N.J.S.A.* (R.S.) 52:14-15.9e, as amended, and members shall be eligible to withdraw such authority during January and July of each year.
- B. A Check-Off shall commence for each employee who signs a properly dated authorization card, supplied by the Union.
- C. The aggregate deductions from all employees shall be remitted to the District Council together with the list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
- D. If, during the terms of this Agreement, there shall be any change in the rate of membership dues, the District Council shall furnish the Authority written notice thirty (30) days prior to the effective date of such change and shall furnish the Authority of an official notification on the letterhead of the District Council, signed by the President of District Council, advising of such changed deduction.
- E. The Union will provide the necessary “Check-Off authorization” form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Authority.
- F. Upon written request of an employee, the Authority agrees to make payroll deductions for such employee, to be paid to an appropriate credit union as authorized by *N.J.S.A.* 40A:9-17, provided that such payroll deductions may only be changed once during any calendar year.

ARTICLE IV- AGENCY SHOP

- A. The Authority agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the union representative.
- B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

ARTICLE V – WORK SCHEDULES

- A. The regularly scheduled workweek for all employees shall consist of five days. The regularly scheduled hours for office employees shall be between 8:00 a.m. to 5:00 p.m. Monday through Friday. The office employees' regular workweek shall consist of 35 hours. Office employees shall be designated by the employer to work between 8:00 am to 5:00 p.m. The Authority, may in its discretion, implement on either a temporary or permanent basis, open business hours on Saturday during June, July and August between 8:00 a.m. and 5:00 p.m. /any office employee assigned by the Authority to work on Saturday shall have Monday off. The employees' regular hourly rate shall be paid for a regular seven-hour shift of Saturday employment, except as otherwise provided in Articles VI and VII of this Agreement. The regular scheduled work week for all other employees shall consist of forty (40) hours.
- B. Work schedules for full-time employees shall provide for two (2) fifteen (15) minute rest breaks each day, one of which shall be scheduled for the middle of each one-half shift, when this is feasible, or may be taken at a later time during the half shift. Time for such rest break shall be adjusted in accordance with the work being performed.
- C. Each full-time office employee shall be entitled to a sixty (60) minute unpaid lunch period, and each full-time blue collar worker shall be entitled to a thirty (30) minute unpaid lunch period.
- D. Regular part-time employees shall mean all employees who work 25 or more hours on a regular weekly schedule and less than the number of hours defined as a work week in paragraph A of this Article. They shall be paid in accordance with the appropriate Schedule of Rates attached to and made a part of this Agreement. They shall receive, in proportion to this number of days and hours worked each week, the same benefits as those provided to full-time employees. For example, if any such employee shall work, on a regular basis, four (4) days each week for the number of hours each day as a full-time employee, the benefits to which such employees shall be entitled shall be four-fifths or eighty percent (80%) of those provided to full-time employees, except that such regular part-time employees shall receive health benefits in accordance with the State Health Benefit Program. If the regular weekly schedule for such employees shall vary from time to time, the benefits provided shall be based upon the average number of days worked each week during any year or part thereof.
- E. When an employee of the MUA works ten (10) or more consecutive hours, the employer shall pay to the employee a meal allowance of \$20.00.
- F. All employees who have completed an extended continuous work period for fourteen (14) or more consecutive hours shall be permitted at least six (6) hours off duty time before they are required to start work again, subject to the Authority's approval. If the required six (6) hours extend into the employee's next regularly scheduled work day, they shall be excused without pay for the hours missed. The employee shall have the ability to utilize paid leave time for such hours.

ARTICLE VI – OVERTIME

- A. Overtime shall be considered time worked in excess of an employee's normal work week and shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay.
- B. Overtime work shall be performed on a voluntary basis provided that a sufficient number of qualified employees is available to provide a satisfactory work force as determined by no-union supervisory personnel. If a sufficient number of volunteers is not available to meet the work demand as so determined, overtime work will be assigned on an involuntary basis to qualified employees in reverse order of seniority.
- C. Work performed on a holiday shall be compensated at the employee's regular hourly rate plus one and one-half times the employee's regular hourly rate of pay.
- D. Overtime shall be distributed as equally as possible. Overtime shall be rotated with the most senior employee within the appropriate job classification being given the opportunity to work first.
- E. The Authority shall provide a list of employees with overtime worked upon reasonable request by the Union.
- F. Wages for overtime shall be paid not later than in the second pay period following the period in which the wages were earned.
- G. No employee shall have his work week changed for the purpose of avoiding overtime.
- H. All paid time off shall be considered as time worked for the purpose of computing overtime.
- I. Scheduled overtime shall not be considered call-in-time notwithstanding that the employee shall return to work following the completion of a normal work day.
- J. Overtime work that is scheduled for any day between the hours of 5:30 p.m. and 5:00 a.m. shall require the Authority to guarantee two and one-half hours of pay (minimum) to the employee at his/her overtime rate, even if less than two and one-half hours of overtime are worked by that employee, provided that the employee works to completion of the assigned task for which the employee was scheduled.

ARTICLE VII – CALL IN TIME

An employee who is requested to return to work, other than for scheduled overtime during periods other than his regular scheduled shift, shall be guaranteed pay for not less than three hours at time and one-half his regular hourly rate of pay, regardless of the number of hours actually worked, provided, that the employee works to completion of the assigned task for which the employee was call in. However, any employee who is requested to return to work during periods other than his regular scheduled shift, on a holiday, shall be guaranteed pay for three hours at the regular hourly rate of pay plus time and one-half of the regular hourly rate of pay, regardless of the number of hours actually worked.

ARTICLE VIII – INCLEMENT WEATHER

The Executive Director may at his/her discretion, curtail all non-essential activities within the Authority during times of weather related or other uncontrolled situations. During such periods transportation will be arranged by the Authority if available. The Authority requires those employees who do not come into work shall have the ability to utilize paid leave time, without due recourse of those employees required to remain at their normal assignments. Those employees who remain at their normal assignments during such curtailment, shall do so at their regular compensation.

ARTICLE IX – WAGES

- A. The following schedule shall apply to this Agreement:
1. Commencing July 1, 2012 through June 30, 2013, all employees shall receive an increase of 2% to their then hourly rate of pay.
 2. Commencing July 1, 2013, through June 30, 2014 all employees shall receive an increase of 2% to their then hourly rate of pay.
 3. Commencing July 1, 2014, through June 30, 2015, all employees shall receive an increase of 2% to their then hourly rate of pay.
 4. Commencing July 1, 2015, through June 30, 2016, all employees shall receive an increase of 2% to their then hourly rate of pay.
 5. Commencing July 1, 2016, through June 30, 2017, all employees shall receive an increase of 2% to their then hourly rate of pay.

Prior to the above increase, the hourly rates for the Maintenance Chief, shall be adjusted to the same as the Operational Chief.

In addition to the 2% increase, all union employees shall receive and additional \$0.20 per hour increase for the first year of this contract.

In addition to the 2% plus \$0.20 the first year, any union employee who is a Laborer will receive a \$0.50 increase per year for the five (5) year contract.

- B. No retroactive compensation shall be paid to any employee for periods of disability or unauthorized absence from employment.
- C. All new employees will receive not less than the hourly rate of pay for their job classification as shown on the attached Schedule A.

ARTICLE X – CLOTHING

- A. The Authority shall provide uniforms to blue collar workers which shall consist of the following: twelve (12) short sleeved shirts, twelve (12) long sleeved shirts, twelve (12) pairs of pants, two (2) jackets and eight (8) blue t-shirts per employee per year with a

\$500.00 annual clothing allowance. In addition thereto the Authority will purchase every other year one (1) Carhart three-quarter length jacket with hood or comparable uniform jacket. Cleaning and maintenance of the Carhart jacket, or comparable shall be the responsibility of the employee. All equipment provided by the Authority is understood to be subject to normal wear and tear. In the event of any intentional destruction or destruction by negligence or mistreatment by the employee, it will be replaced at the sole financial cost of the employee. The clothing allowance shall be paid to the employees the first pay period in July each year.

- B. The employee shall not be permitted to work if he does not report to work in an appropriate, clean work uniform.
- C. Upon termination of employment, for any reason, all uniforms shall be returned to the Authority. The cost to the Authority of any unreturned items shall be deducted from the final wage payment.

ARTICLE XI – SAFETY AND HEALTH

The Authority shall at all times maintain safe and healthful working conditions and will provide employees with safety and health apparel consisting of hard hats, rain gear, rubber boots and eye protection. Such items shall be replaced at the Authority's expense unless lost, stolen or damaged as a result of employee's failure to exercise reasonable care or to utilize storage facilities provided by the Authority.

ARTICLE XII – PROBATION & SENIORITY

- A. Every employee hereinafter employed, except seasonal or temporary employees, or retired-rehired employees shall serve a probationary period of ninety (90) days, which at the Authority's discretion may be extended another ninety (90) days. During such period of probation, the Authority may discharge such employee with or without cause and the provisions of Articles XV and XVI shall not apply.
- B. Seniority is an employee's total length of service from the date of the employee's most recent uninterrupted employment with the Authority.
- C. In all cases of promotions, demotions, layoffs, re-employment, vacation schedule and other situations involving benefits or disadvantage to employees, the qualified employee, with the greatest seniority within the appropriate job classification shall be given preference.

ARTICLE XIII – LONGEVITY

- A. Longevity shall accrue from the anniversary date of employment, and the level at which payment is made shall be determined thereby. All existing employees shall continue to receive longevity pay during the term of this Agreement consistent with existing percentages and years of service. On the day before the close of this Agreement, all such employees shall move to the next level percentage and all such longevity pay percentages shall be rolled into the base wages for such existing employees. Thus, on or about June 30, 2017, the longevity pay for each employee shall be rolled into the base pay for each employee receiving longevity. Thereafter, said longevity pay shall be part of the base pay and shall not increase or decrease by virtue of any additional years of service.

- B. Longevity shall be paid to the employee as part of their weekly contractual base wage. The amount of longevity shall be calculated on the employee's base salary, then divided by the number of basic yearly hours called for by the employee's title. That amount will be added to their hourly contractual base wage. It is understood that this amount will not be considered as part of the weekly wage for purposes of determining overtime or the percentage of increase to be added to the weekly wage on a yearly basis. Rather it will be an additional payment made on an hourly basis to the employee in lieu of a lump sum payment. Inasmuch as it will be payment made as part of the normal paycheck, appropriate deductions shall be made. Any employee hired as of July 1, 2012 or after, will not be eligible for longevity.
- C. Beginning with the third year of employment to the end of the sixth year of employment, the longevity pay will be equal to 3% of annual base pay.
- D. Beginning with the seventh year of employment to the end of the eighth year of employment, the longevity pay will be equal to 4% of annual base pay.
- E. Beginning with the ninth year of employment to the end of the tenth year of employment, the longevity pay will be equal to 5% of annual base pay.
- F. Beginning with the eleventh year of employment to the end of the fourteenth year of employment, the longevity pay will be equal to 6% of annual base pay.
- G. Beginning with the fifteenth year of employment to the end of the nineteenth year of employment, the longevity pay will be equal to 8% of annual base pay.
- H. Beginning with the twentieth year of employment and continuing thereafter the longevity pay will be equal to 10% of annual base pay.

ARTICLE XIV – WORKER'S COMPENSATION

- A. When an employee is injured during the course of employment, the employee shall receive worker's compensation in accordance with the applicable New Jersey Statute.
- B. Any employee, who is required to leave the job as a result of injury sustained during the course of employment, shall receive pay at the applicable hourly rate for the balance of the employee's regular shift for that day.

ARTICLE XV – HOLIDAYS AND PERSONAL DAYS

- A. The following shall be paid Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
State Primary Election Day (only) not Federal Primary Election Day	

- B. Holidays that fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday.
- C. Washington's Birthday shall be observed on the day designated as "President's Day." Memorial Day shall be observed on the day designated as the Monday of Memorial Day weekend, and not the actual Memorial Day date.
- D. Employees shall receive five (5) personal days per year. A written notice of the intention to take a personal day shall be submitted to the Superintendent or Executive Director of the Authority and approved not less than forty eight (48) hours prior to the intended date except in cases of an emergency in which event telephone notice, including an explanation of the emergency, shall be given at the earliest reasonable time and such approval shall not be required.
- E. As to Thanksgiving and Christmas Day (paid holidays as specified hereinabove) the employees that are scheduled to work shall receive for the time spent physically on the job (between the time they punch in the morning and 4:30 p.m.) their regular hourly pay in addition to a holiday premium pay (1-1/2 times their regular hourly rate). If the employee elects to leave work after performing the normal duties as directed by the Executive Director or Superintendent, they would be paid only their regular rate of pay for the remainder of the 8 hour work day. However the Executive Director or Superintendent shall be notified under those circumstance by the employee if the employee wishes to exercise this option. However if the employee is required to return to work, before 4:30 p.m. on either of those days because of an emergency, the employee will be paid an additional holiday premium pay for those hours he/she is physically on the job, equal to 1-1/2 times his/her normal hourly rate.

ARTICLE XVI – VACATIONS

- A. Vacations with pay shall be annualized on the basis of a calendar year. Full-time employees shall be entitled to vacation with pay as follows:
 - 1. For that portion or part of the year of initial employment, prior to January 1st of the next succeeding calendar year, 1.25 days for each three months of employment, including the period of probation, no part of which may be taken nor shall the employee be entitled to any compensation, in lieu thereof, until successful completion of probation.
 - 2. For the first full calendar year of employment through the end of the 3rd year, twelve (12) days.
 - 3. For the fourth (4th) year through, and including, the sixth (6th) year of employment, fifteen (15) days each year.
 - 4. For the seventh (7th) through, and including, the tenth (10th) year of employment, twenty (20) days each year.
 - 5. For the eleventh (11th) through, and including, the fourteenth (14th) year of employment, twenty five (25) days each year.

6. For the fifteenth (15th) through, and including, all subsequent years of employment, thirty (30) days.
- B. Except as provided in paragraph A1 above, vacation shall be earned as of the commencement of the year of employment and may be taken at any time during that year. Vacation time may not be deferred to the following year unless the employee is denied previously scheduled vacation time because of the work of the Authority. Any scheduled vacation time deferred because of the demands and requirements of the Authority may be rescheduled for any time but may not be rescheduled together with or as part of vacation for the next succeeding year unless approved by the Executive Director or Superintendent.
- C. A request for proposed vacation time must be submitted in writing on or before January 1st of each year and may be taken at any time during the calendar year as approved and scheduled by the Executive Director and Superintendent regardless of whether all of the vacation time so approved and scheduled has been earned. At the time of termination of employment or retirement, the employee shall be compensated for unused vacation time earned and accrued to the date of termination of employment or retirement, an employee shall have used or taken vacation time in excess of the time earned, the Authority shall be reimbursed for such excess vacation time and shall be entitled to deduct the cost of such time for any remaining wage payments.

ARTICLE XVII – SICK LEAVE WITH PAY

Employees shall be entitled to the following sick leave with pay.

- A. Employees with one or more years of employment shall be entitled to 15 sick days per year as of January 1st of each year.
- B. Newly hired employees shall be entitled to one day of sick leave for each month during the first calendar year of employment. Thereafter beginning on January 1, of the next succeeding year, they shall receive sick leave days in accordance with paragraph A of the Article.

Sick leave may be taken as earned except that the employee shall not be entitled to pay for any leave or absence taken during the period of probation.

- C. Sick leave time shall be prorated for the year in which employment is terminated or an employee is retired.
- D. Sick leave shall be defined as absence of any employee from work because of personal illness or member of immediate family that prevents the employee from performing his or her job responsibilities. The Authority shall be notified not less than thirty (30) minutes from the commencement of the workday of any sickness that causes an absence from work.
- E. Any employee who shall be absent on sick leave for three (3) or more consecutive days shall be required to submit a physician's certification substantiating the illness.

- F. Sick leave shall not accrue for periods of absence from work for any reason other than injury incurred during the course of employment and compensable pursuant to Title 34 of the New Jersey Statutes.
- G. During the term of this Agreement, the Authority annually, during the third week of December, shall pay to each employee a sum equal to their unused sick leave benefits for the current year based upon the employee's hourly rate of pay at the time of payment.

ARTICLE XVIII – BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without the loss of regular pay which shall not exceed four (4) working days.
- B. The term "immediate family" shall be limited to the spouse, children, grandchildren, siblings, parents, grandparents and the parents of the spouse of the employee.
- C. Employee shall receive one (1) working day's leave without loss of regular pay for other family members not defined in Section B as "immediate family."
- D. If traveling more than 300 miles from Little Egg Harbor, for immediate family, the employee is entitled to one (1) additional day without loss of pay.

ARTICLE XIX – LEAVE OF ABSENCE WITHOUT PAY

- A. An employee who is temporarily incapacitated (by reason of impaired physical or mental health duly certified by a licensed physician of the State of New Jersey) or who wishes to engage in an appropriate course of job related study with approval of the Authority, or for any reason considered valid by the Authority, may be granted a special leave of absence without pay by the Authority for a period not to exceed six (6) months. Said leave may be extended for another period not to exceed six (6) months with the approval of the Authority.
- B. An employee who is a member of the National Guard or Reserves of Military and Naval Forces of the United States and is required to undergo annual field training, will be granted a leave of absence without pay for the period of such tour of duty not to exceed two (2) weeks unless otherwise mandated by law.
- C. Any employee who enters into active service in the Armed Forces of the United States while in the service of the Authority shall be granted a leave of absence for the period of Military service without pay.
- D. All employees shall have such other leave or absence without pay, as may be required by law.

ARTICLE XX – MEDICAL PLANS

- A. All employees will be entitled to medical, hospitalization and prescription coverage through the New Jersey State Health Benefits Plans and its differing health plan options. All options shall be offered to employees. Dental benefits will be provided through the New Jersey State Dental Plan with coverage of \$3,000.00 per year. If the Authority and

the Union both agree that any of these benefits or matters described should be changed, then the parties shall negotiate on all or any of such matter and or benefits during the term of this agreement.

- B. Employees shall be enrolled in the State of New Jersey Disability Plan.
- C. Upon retirement, employees and their dependents shall be permitted to continue to participate in the State Health Benefits Program to the same extent as their participation as a qualified active employee in accordance with the requirements of the applicable New Jersey Statutes and Administrative Code. The cost of health insurance and Medicare premiums for such retirees, with 25 years or more of service credited in the retirement system, and their dependents, shall be defrayed by the Authority in accordance with the State Health Benefits Program.
- D. An employee may, upon written notice to the Authority, in such form and at such time or times as the Authority may determine, elect to discontinue or terminate health coverage provided through the New Jersey State Health Benefits Program. Any employee who so elects, shall not later than January 30th of the next succeeding year, following the termination of coverage, and thereafter on or before January 30th of each year, receive as additional compensation, twenty five (25%) percent of the premium which the Authority would have paid to provide such coverage. In the event that a change of circumstance would result in reclassification of the coverage provided, (where a child becomes emancipated or a single employee marries), employee shall, not more than fifteen (15) days following the event, submit a certification on a form provided by the Authority, attesting to such change from the date of which event the employee shall be entitled to such lessor or greater compensation as the change in circumstance shall dictate.
- E. Employee shall be responsible for payment of any premium share contribution that is required by law. If agreeable by both parties, the issue shall be subject to further negotiation.

ARTICLE XXI – EQUAL OPPORTUNITY & EDUCATION

All employees shall be treated equally regarding terms and conditions of employment and there shall be no discrimination because of race, religion, color, sex, age, nationality, marital status, political affiliation, union membership or union activities, by either the Authority or the Union.

To encourage professional development and to enhance the ability of employees to provide more efficient and beneficial service to the users of the Utility Systems, an employee shall be entitled to additional annual compensation for receiving and maintaining any of the licenses described below in accordance with the schedule. The cost of qualifying for and obtaining such license shall be the obligation and responsibility of the employee. Compensation will not be paid for more than one (1) license in each classification. A copy of the current license must be presented each year to qualify for payment, which shall be made not more than four (4) weeks following submission of such license.

Schedule of Licenses & Compensation

New Jersey State Plumbing License - \$850.00 per year

Public Water Distribution System – Lic. Class. W-1 - \$700.00 per year
Public Water Distribution System – Lic. Class. W-2 - \$850.00 per year
Public Water Distribution System – Lic. Class. W-3 - \$1000.00 per year
Public Water Distribution System – Lic. Class. W-4 - \$1150.00 per year

Public Water Treatment System – Lic. Class. T-1 - \$700.00 per year
Public Water Treatment System – Lic. Class. T-2 - \$850.00 per year
Public Water Treatment System – Lic. Class. T-3 – \$1000.00 per year
Public Water Treatment System – Lic. Class. T-4 - \$11500.00 per year

Public Wastewater Collection System – Lic. Class C-1 - \$700.00 per year
Public Wastewater Collection System – Lic. Class C-2 - \$850.00 per year
Public Wastewater Collection System – Lic. Class C-3 - \$1000.00 per year
Public Wastewater Collection System – Lic. Class C-4 - \$1150.00 per year

Employees who take courses that will enhance their ability to provide more efficient and beneficial service to the users of the Authority, and which are approved by the Authority prior to the employee attending the course, shall be reimbursed for the full cost for the course and all needed books, upon the successful completion of the course. It is understood however that the Authority shall have the unilateral right and sole authority to approve the employee enrolling in the applicable course. In the event that the Authority chooses not to approve and pay for the employee attending the course, written notification thereof shall be provided by the Authority to the employee within two business days after that decision has been made by the Authority.

The Authority shall reimburse employees for the cost of renewal of his/her commercial driver’s license (CDL).

Employees who have the following certification or perform the following additional duties below shall receive the amount(s) as set forth which are to paid first pay period of July and annually thereafter:

QPA Certification	\$750.00 per year
Safety Coordinator	\$500.00 per year

ARTICLE XXII – DISCIPLINE & DISCHARGE

- A. There shall be no discipline or discharge except for good and just cause.
- B. No form of discipline including a reprimand shall be done in such away that intentionally causes embarrassment to the employee involved.

- C. The employee and the Union shall be furnished with a written copy of any disciplinary action to be taken, with the reasons therefore.
- D. Employees shall have the right to appeal any disciplinary action through the grievance and arbitration procedure. The employee shall have the right to present evidence and testimony and to cross examine a witness.
- E. Notwithstanding all of the above, the Authority may immediately suspend without pay any employee found to be under the influence of drugs or intoxicating beverages during working hours or who has been guilty of willful and reckless acts which might endanger the safety of other employees or result in the damage or destruction of Authority property or who commits an act of theft of Authority property.

ARTICLE XXIII – GRIEVANCE PROCEDURE

- A. A grievance is herein defined as an appeal of the interpretation, application, or violation of policies, administrative decisions involving provisions of this Agreement, including disciplinary actions taken pursuant thereto. The objective of the grievance procedure shall be to adjust problems between employees and management wherever possible.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with an appropriate member of the department.
- C. The process of grievances shall be in accordance with the following procedure:

STEP ONE – The aggrieved or the Union shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred on the aggrieved has knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and their immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute and abandonment of the grievance.

STEP TWO – If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within ten (10) working days thereafter to the Superintendent. The Superintendent shall decide and respond to the grievance in writing within (5) working days of receipt of the grievance.

STEP THREE – if the Union wishes to appeal the decision of the Superintendent, such appeal shall be presented in writing to the Executive Director within ten (10) working days thereafter. The Executive Director and two (2) members of the Authority shall hold a grievance hearing within ten (10) working days and shall decide and respond, in writing, within five (5) working days after such hearing.

STEP FOUR – if the grievance is not resolved through the above procedure, either party may submit the dispute to arbitration providing such request is made no later than fifteen (15) working days after decision at step three. The dispute shall be submitted to arbitration pursuant

to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the Authority and the Union. No employee shall be denied compensation for appearance as a witness at any arbitration hearing.

- D. The Arbitration shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall apply the facts as presented to him. The decision of the Arbitrator shall be in writing setting forth the reasons therefor, and shall be final and binding upon the parties.
- E. Nothing herein shall prevent the parties from mutually extending or reducing the time within which the grievance shall be processed at any step I the grievance procedure. The Authority and the Union further agree to give reasonable consideration to request to either party for meetings to discuss a pending grievance at any step.

ARTICLE XXIV - USE OF AUTHORITY BEEPER

- A. The Authority, through the office of the Executive Director, shall designate one employee each week on a rotating basis who shall be required to keep on a 24 hour basis a beeper as designated by the Authority so that the employee can be contacted by appropriate emergency services in the event an emergency arises. He will act as the dispatcher to contact other necessary employees. The maintenance of the beeper shall be at the sole cost of the Authority.
- B. The person authorized and directed to utilize the Authority's beeper as designated herein shall be paid an additional stipend of \$145.00 per week because of his/her need to be on 24 hour stand-by call with the beeper. The stipend of \$145.00 per week shall increase throughout the term of the contract as follows:
 - 1. \$155.00 per week for 2013-2014
 - 2. \$165.00 per week for 2014-2015
 - 3. \$175.00 per week for 2015-2016
 - 4. \$185.00 per week for 2016-2017

Also that employee, when designated, shall also have use of an Authority cell phone.

ARTICLE XXV – MAINTENANCE OF EXISTING CONDITIONS

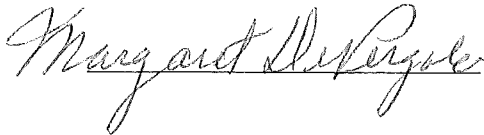
It is the intent of the Authority and the Union that any presently existing working conditions are to remain unchanged except as specifically modified by this Agreement.

ARTICLE XXVI – TERMINATION AND EXTENSION

- A. This Agreement will be effective July 1, 2012 through June 30, 2017.
- B. Negotiations for a successor agreement shall commence in accordance with N.J.A.C. 19:12-2.1. This Agreement will remain in full force and effect during the period of such negotiations.
- C. The Union shall submit to the Authority, in writing, any proposed changes to any new contract, not later than March 1, 2017.
- D. In the event the Union shall submit any proposed changes to a new contract later than March 1, 2017, then the terms and conditions of this Agreement shall be extended and continue in effect until October 1, 2017 or until the first day of the second month following execution and delivery of a new agreement, whichever shall last occur.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS



Chapter Chair Local 3304G

LITTE EGG HARBOR MUNICIPAL
UTILITIES AUTHORITY

By: 

Joseph T. Mezzina, Chairman

LOCAL 3304F
DISTRICT COUNCIL NO. 71
AMERICAN FEDERATION STATE,
COUNTY & MUNICIPAL
EMPLOYEES AFL-CIO



By: _____
Staff Representative &
Executive Director Council 71

SCHEDULE A

LITTLE EGG HARBOR MUNICIPAL UTILITIES
AUTHORITY
NEW EMPLOYEES – HOURLY RATE OF PAY

Clerk/Cashier	\$9.36 per hour
Senior Clerk/Cashier	\$11.12 per hour
Head Cashier	\$11.70 per hour
Laborer/Meter Reader	\$9.94 per hour
Maintenance/ Meter Reader	\$11.70 per hour
Maintenance/Backhoe Operator	\$13.46 per hour
Maintenance/Plumber	\$14.04 per hour
Operations Chief	\$15.50 per hour
Maintenance Chief	\$15.50 per hour
Mark Out Coordinator	\$ 9.94 per hour
Utility Worker	\$ 9.94 per hour
Assistant Maintenance Chief	\$ 14.50 per hour

Management Rights:

- A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Authority and its properties and facilities;
 2. To determine the size of the workforce;
 3. To establish standards of productivity;
 4. To establish standards and levels of service;
 5. To determine the means and methods of and the use of personnel for operations;
 6. To introduce new or different methods of operations;
 7. To direct and manage the work of employees;
 8. To hire, promote, transfer, assign and retain employees in accordance with qualifications determined by the Authority;
 9. To evaluate the performance of employees;
 10. To discipline employees for just cause, including, but not limited to, the use of counseling, reprimands, suspensions, fines, demotion and discharge;
 11. To adopt reasonable policies, rules, regulations, and practices;
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this agreement, and to the extent such specific and express 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 restrict or deny the Authority in the authority, rights and responsibilities to administer operations and direct the work of its personnel under NJSA 40:14A or 14B (the Water and Sewerage Authority Laws).