

**AGREEMENT**

**between**

**THE LONG BRANCH SEWERAGE AUTHORITY  
(Monmouth County, New Jersey)**

**and**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 32, AFL-CIO**

**January 1, 2006  
through  
December 31, 2008**

## CONTENTS

	<u>Page</u>	
<b>Collective Bargaining Agreement Definition</b>		<b>1</b>
<b>Preamble</b>	<b>1</b>	
<b>Article 1 Union Recognition</b>		<b>1</b>
<b>Article 2 Probationary Period</b>	<b>1</b>	
<b>Article 3 Management Rights</b>	<b>2</b>	
<b>Article 4 Dues Check off and Indemnification</b>		<b>3</b>
<b>Article 5 Representation Fee</b>		<b>4</b>
<b>Article 6 Discipline and Discharge</b>		<b>5</b>
<b>Article 7 Grievance Procedure</b>	<b>6</b>	
<b>Article 8 No Strike Pledge</b>	<b>8</b>	
<b>Article 9 No Lock-Out Clause</b>	<b>9</b>	
<b>Article 10 Terms &amp; Conditions of Employment</b>		<b>9</b>
<b>Article 11 Wages</b>	<b>10</b>	
<b>Article 12 Other Benefits</b>	<b>10</b>	
<b>Article 13 Non-Discrimination</b>	<b>11</b>	
<b>Article 14 Intent and Purpose</b>		<b>11</b>
<b>Article 15 Working Hours and Overtime</b>		<b>11</b>
<b>Article 16 Leaves</b>	<b>12</b>	
<b>Article 17 Holidays</b>	<b>15</b>	
<b>Article 18 Vacation</b>	<b>16</b>	
<b>Article 19 Jury Duty</b>	<b>17</b>	
<b>Article 20 Health and Medical Coverage</b>	<b>17</b>	
<b>Article 21 Workmen's Compensation</b>	<b>18</b>	
<b>Article 22 Life Insurance</b>	<b>18</b>	
<b>Article 23 Schooling</b>	<b>18</b>	
<b>Article 24 Policy of Tenure of Office</b>	<b>19</b>	
<b>Article 25 Pension Plan</b>	<b>21</b>	
<b>Article 26 Disciplinary Action</b>	<b>21</b>	
<b>Article 27 Seniority</b>	<b>22</b>	
<b>Article 28 Promotion</b>	<b>23</b>	
<b>Article 29 Mental and Physical Disability Policy</b>		<b>23</b>
<b>Article 30 Pledge Against Discrimination</b>		<b>23</b>
<b>Article 31 Severability</b>	<b>23</b>	
<b>Article 32 Fully Bargained Provisions</b>	<b>24</b>	
<b>Article 33 Salary Guide</b>	<b>25</b>	
<b>Article 34 Term</b>	<b>26</b>	
<b>Exhibit A</b>	<b>27</b>	
<b>Exhibit B</b>	<b>28</b>	



## COLLECTIVE BARGAINING AGREEMENT

**This Agreement is entered into between the LONG BRANCH SEWERAGE AUTHORITY (“Employer”), and LOCAL 32, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION (“Union”) this 1<sup>st</sup> day of January, 2006. The parties, intending to be legally bound hereto, hereby agree as follows:**

**PREAMBLE – The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Authority and its employees. Both parties should recognize that the interest of the community and the job security of the employees depend upon the employer’s success in establishing a proper service to the community.**

### **ARTICLE 1 – UNION RECOGNITION**

The Employer recognizes the Union as the collective bargaining representative of the Employer’s full time employees filling those job classifications set forth in Exhibit A.

### **ARTICLE 2 – PROBATIONARY PERIOD**

- A.** During the first six months of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his employment within that time without challenge under this Agreement and without resort to any grievance procedure by the Union. Additionally, the individual shall also be barred from the filing of a grievance due to termination under this paragraph.
  
- B.** The Authority shall have the right to extend any probationary period by up to an additional sixty (60) days, upon notice to, and the agreement of, the Union. Such agreement by the Union shall not be unreasonably withheld.
  
- C.** The Authority shall have the right to reduce the probationary period as it deems necessary, with the Boards approval and notification to the Union.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

**A.** The Authority hereby retains and reserves unto itself, with 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. 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 for just cause in accordance with procedure herein;

4. To make all decisions relating to the performance of the Authority's operations and maintenance activities, including, but not limited to, the methods, means, processes, materials, procedures and employees to be utilized;

5. To establish any new job classifications and job content and qualifications without prior negotiations thereof. The Union, however, shall retain the right to file a grievance over the established rates.

6. To change the job content and duties of any classification. The Union shall retain the right to file a grievance over the established rate, however.

7. To determine the work performance levels and standards of performance of the employees;

8. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;

9. To change, modify or promulgate reasonable rules and regulations;

10. To assign work as it determines will benefit the Authority an/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 practices in furtherance thereof, and the establishment or change in any term or condition of employment and the use of judgement 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 the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A 40a:14a, the Sewerage Authority Law, or any other national, state, county, or local laws or ordinances.
- D.** The Union, on behalf of the employees, agrees to cooperate with the Authority to attain and maintain full efficiency and maximum productivity.

#### **ARTICLE 4 – DUES CHECKOFF AND INDEMNIFICATION**

- A.** Upon receipt of proper written authorization, the Authority shall deduct Union dues and initiation fees on a pro rata basis and shall remit the monies collected to the Union once each month.
- 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 the Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. (R.S.) 52:14 – 15.9(e).
- E.** Assignees shall have no right or interest whatsoever in any money authorizedly withheld until such money is actually paid over to them. The

Authority or any of its officers and employees shall not be liable for any delay in carrying out such deductions by mail to the assignees' last known address, the Authority and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

## **ARTICLE 5 – REPRESENTATION FEE**

**A.** If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

**B.** Prior to the beginning of each membership year, the Union will notify the Authority in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

**C. 1.** Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Authority a list of those employees who have not become members of the Union for the then current membership year. The Authority will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will transmit the amount so deducted to the Union.

**2.** The Authority will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:

**(a)** Within 60 days after receipt of the aforesaid list by the Authority; or

**(b)** 60 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first

paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. The Union will notify the Authority in writing of any changes in the list provided for in paragraph 1, above, and/or reflected in any deductions made more than 60 days after the Authority received said notice.

5. On or about the last day of each month, the Authority will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5 (C) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available the Authority shall immediately cease making said deductions.

7. The Union shall save the Authority harmless from any claims raised against it by any employee as a result of the Authority's fulfilling its obligations under this article.

8. The Union shall make a copy of its demand and return system together with any revisions thereto available to the Authority prior to the institution of this article.

## **ARTICLE 6 – DISCIPLINE AND DISCHARGE**

Any discharges, suspensions, or other discipline of employees in this bargaining unit shall be for just cause only.



## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union, at the request of any such individual or group (hereinafter referred to as the “grievant”).

### **B. PURPOSE**

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

### **C. PROCEDURE**

#### **1. Step One – Executive Director**

(a) A grievant must file his grievance in writing with the Executive Director within five (5) workdays of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward.

(b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the Shop Steward. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Authority representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provisions(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by

the Authority and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Authority.

(c) Once a grievance comporting with all the foregoing requirements is timely filed, the Executive Director shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) work days from receipt of the grievance.

**2. Step Two – (A) Mediation and (B) Arbitration**

With respect only to those grievances involving the express terms of this Agreement, and in the event the grievance is not resolved to the satisfaction of the grievant at Step One, or in the event the Executive Director has not served a timely written response, then within ten (10) work days after the response set forth in Step One, the Business Manager or Business Agent may notify the Executive Director in writing of his or her intent to submit the grievance to the New Jersey State Board of Mediation for either (A) “mediation under contract” or for (B) binding arbitration. In the event the grievance relates to a discharge of an employee covered hereunder, or to a suspension of more than five (5) days of a covered employee, then the grievance may be submitted to Binding Arbitration under “B” below. All other grievances which involve the express provisions of this Agreement may be submitted to “mediation under contract” under “A”, below.

**A.** Within five (5) days after notification to the Executive Director, the Business Manager or Business Agent may invoke “mediation under contract” by notifying the New Jersey State Board of Mediation. A copy of such a request shall be provided to the Executive Director. Mediation shall be scheduled and conducted in accordance with the rules of the New Jersey State Board of Mediation, and the Mediator’s recommendations, if any, shall be advisory only.

**B.** In the event the grievance involves a discharge or a suspension of more than five (5) days, then, within five (5) days after the notification to the Executive Director, the Business Manager or Business Agent may invoke binding arbitration by submitting a written request therefor to the New Jersey State board of Mediation, with a copy of such request to the Executive Director. Thereafter binding arbitration proceedings shall be conducted pursuant to the Rules of the

New Jersey State Board of Mediation, except as they may be expressly altered or modified herein.

1. 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. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, nor shall he have authority to cause the Authority to expend funds not specifically budgeted for, and shall be expressly bound by the considerations set forth in the Management Rights' section of this Agreement.

2. Grievance, mediation 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. Requests for such representatives and any witnesses shall be made to the Executive Director, in writing, by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority.

3. The fees, expenses, and all other proper charges of the arbitrator shall be split equally between the parties.

## **ARTICLE 8 – NO-STRIKE PLEDGE**

A. The Union agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or any person acting in its half will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or stoppage of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Authority. The Union agrees that such action would constitute a significant breach of this Agreement.

**B.** The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike work stoppage, slowdown or other activity aforementioned.

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

**D.** Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach by the Union or any of its members.

**E.** It is expressly understood that the Authority shall not be required to negotiate with the Union under any condition so long as any of the employees are engaged in any form of job action.

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

## **ARTICLE 9 – NO LOCK-OUT CLAUSE**

The Authority agrees, for the life of this Agreement, that it shall not lock-out the employees covered by this Agreement.

## **ARTICLE 10 – TERMS AND CONDITIONS OF EMPLOYMENT**

**A.** All present terms and conditions of employment currently set forth in this Agreement with respect to employees in this bargaining unit will be continued in full force and effect for the duration of this Agreement, except as otherwise expressly provided by this Agreement.

### **B. DRIVER LICENSE**

All employees are required to maintain a valid New Jersey Driver's License; however, should a grievous action occur which results in a loss of license, may result in immediate termination. The 1<sup>st</sup> time an employee fails to maintain his or her driver license in good standing, the Authority will make every reasonable attempt to accommodate said individual for a period not to exceed 6 months. The 2<sup>nd</sup> time an employee fails to maintain a valid New Jersey Driver's License; he/she

will be terminated. It will be the responsibility of the employee to notify the Authority immediately, should his/her license be revoked or suspended. Failure to notify the Authority will be cause for disciplinary action. Upon initial hiring a copy of employee's license will be provided to the Authority and every year thereafter.

**C.** Due to the nature of employee's working with the Administration of Authority policies, and within the treatment facility, and upon the public traffic lanes. Employees in these sensitive positions will be subject to Drug and Alcohol testing to comply with Federal, State, and Local Laws concerning "Safety Sensitive Positions". The 1<sup>st</sup> time an employee tests positive, provided it's not a grievous action, the Authority will refer the employee to our Employee Assistance Program. The 2<sup>nd</sup> time an employee tests positive, he/she will be terminated.

## **ARTICLE 11 – WAGES**

Effective and retroactive to January 1, 2006 all members will receive an increase of 3% to their base salary.

Effective January 1, 2007 all members will receive an increase of 2.5% to their base salary.

Effective January 1, 2008 all members will receive an increase of 3% to their base salary.

Any employee hired after 12/31/05 will be placed on the new wage scale, see attached. Once an employee reaches the top rate of the scale, then the only increase will be an annual adjustment, to be negotiated with the Union and the Authority.

## **ARTICLE 12 – OTHER BENEFITS**

**A. (Safety Bonus Day)** If a permanent employee has not been involved in an accident that has resulted in a cost to the Authority, or the Insurance Carrier on behalf of the Authority, for a one year period, such year commencing January 1 in each year of this Agreement, the Authority will pay to that employee an amount equivalent to a regular day's pay, excluding overtime, shift differential, or beeper keeper pay. New employee's qualifying for this bonus will have their payments prorated based on the portion of the calendar year they are employed by the Authority, as a permanent employee. All bonuses paid under the paragraph shall be subject to usual and regular deductions.

**B.** The Authority will pay up to \$100.00 per year, directly to a vendor for the Supervisor's purchase of work shoes. Each year the Authority will designate a vendor and specific shoe to be purchased by the Supervisors. They shall be required to obtain the required shoes from the designated vendor. Such shoes shall be worn by the Supervisors at all time during working hours.

## **ARTICLE 13 – NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.

## **ARTICLE 14 – INTENT AND PURPOSE**

SECTION 1 It is the intent and purpose of this Agreement to promote harmonious relations and close cooperation between the Authority and its employees and to set forth the basic rules and regulations to be observed by all parties involved.

SECTION 2 The provisions of this Agreement shall be applied to employees covered hereby without discrimination based on sex, age, race, color, creed, marital status, or national origin.

## **ARTICLE 15 – WORKING HOURS AND OVERTIME**

SECTION 1 The regular hours for the Administrative Assistants shall consist of Monday to Friday, inclusive, and shall be thirty-five hours per week, seven hours per day, between the hours of 8:30 a.m. and 4:30 p.m. The regular hours of the Comptroller shall consist of Monday to Friday between the hours of 9 a.m. and 5 p.m.

SECTION 2 The regular hours for the Process Control Officer, Mechanical Supervisor and Collection System Supervisor shall consist of Monday through Friday and shall be 40 hours per week, 8 hours per day, between the hours of 8:00 a.m. to 4:30 p.m. These employees will be required to carry a paging device and a cellular phone, which will facilitate their ability to respond to emergencies. These employees will be required to work emergency overtime on an as needed basis. The Authority will provide a minimum two (2) hour call in pay when a supervisor is called back to work (existing practice).

SECTION 3 The regular work week for the Inspector/Special Projects Coordinator shall consist of Monday through Friday and shall be 40 hours per week and shall be between the hours of 8:00 a.m. and 4:30 p.m.

SECTION 4 – Overtime Policy

Unless otherwise provided all employees, with the exception of the Operations Director and Comptroller, shall be entitled to be paid at premium rates for work performed according to the following formula:

**A.** Employees will be paid at a rate of one and one-half hours for overtime hours accrued in excess of their normal established work week. All holiday hours not worked for which and employee is compensated shall be regarded as hours worked for the computation of overtime in the work week.

**B.** Authority management shall try to equalize overtime to the best of their ability.

**C.** The Operations Director and Comptroller shall receive no compensation for overtime work. The annual salaries paid to these individuals shall be considered payment for all work required as part of the job.

SECTION 5 – Meal Allowance

The Authority will provide a meal allowance of \$12.50 (twelve fifty) after an employee works for ten (10) consecutive hours.

**ARTICLE 16 – LEAVES**

SECTION 1 – Sick Leave

**A.** All employees covered by these guidelines shall accumulate one (1) sick day leave per month, not to exceed twelve (12) days per year, with a maximum accumulation of 70 days. Employees shall start to earn sick leave from the date of hire and they shall accumulate sick leave as long as they are in the service of the employer. Employees who have worked with the Authority prior to the effective date of these guidelines will accrue sick time at the rate of one (1) sick day for each month of past service. Any sick days utilized by the employee

prior to the effective date of these guidelines will be deducted from this accrued amount. The employee may request payment of unused sick time on a yearly basis. The Authority will pay an employee for unused sick days in January of the next year.

**B.** Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, exposure to contagious disease or for the attendance of an employee upon a member of the immediate family who is seriously ill, but such sick leave may not include any extended period where the employee serves as nurse or housekeeper during the period of illness; however, all sick leave will be granted in accordance with the Family Leave Act.

**C.** In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason of absence at least one hour prior to the employee's usual reporting time. Failure to report absences on the part of the employee may be the cause for disciplinary action or refusal to grant sick leave. A physician's certificate must be submitted after three days of consecutive sick leave. Abuse of sick leave by an employee and subsequent notification in writing by the Authority will require a physician's certification as proof of sickness for any questionable absence.

**D.** Sick time may be used on a half day basis with permission of the Executive Director.

**E.** Employees or their beneficiary shall be compensated for accumulated sick leave in cash or equivalent, upon separation from employment as a result of resignation, permanent layoff or termination for good cause, death or retirement, in accordance with the following formula:

1. Employees with more than one but less than ten years of service – 30%.
2. Employees with more than ten but less than twenty years of service – 60%.
3. Employees with more than twenty but less than thirty years of service – 90%.
4. Employees with more than thirty years of service – 100%.

#### SECTION 2 – Military Leave.



**A.** The Authority shall abide by the requirements of the State and Federal laws regarding reappointment rights for employees who have been called into and who served in the armed forces.

**B.** Permanent full time employees who are in any branch of the Armed Forces Reserve, and/or the National Guard shall be paid up to a maximum of two calendar weeks salary when they are engaged in normal Reserve Annual Training periods, provided that proof of service is submitted.

### SECTION 3 – Leaves of Absence Without Pay

Leaves of absence without pay for reasonable periods as defined below will be granted without loss of seniority for:

**A.** Maternity Leave. Employees covered by this Agreement are entitled to maternity leave which will be granted upon request. Request for such leave shall be made in writing and shall be given not later than the end of the third month of the pregnancy.

Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advised in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one month after the actual date of birth. Additional time beyond the one month period shall be granted upon presentation of a doctor's certification setting forth the necessity therefor. During maternity leave, earned and accumulated vacation time will be utilized when sick leave is exhausted. Subject to approval of the Authority, employees covered by this Agreement who are entitled to maternity leave and who are without or have exhausted accrued sick leave or vacation time will be granted a leave of absence without pay to the end of the period of maternity leave prescribed above. Additional leaves of absence may be granted by the Authority for a period not to exceed a total of one year from the initial date of maternity leave upon written request and accompanied by a doctor's certificate setting forth the need thereof. Maternity leave and additional leave shall not be granted beyond one year from the date of initial maternity leave.

**B.** All employees upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of three (3) months by the Authority. Further leave in exceptional situations may be granted by the Authority where it is considered by the Authority to be in its best interest.

## SECTION 4 – Bereavement

Bereavement leave may be used for short periods not to exceed three (3) days for a death in the employee's family, unless extended by the Executive Director. Immediate family shall include the employee's spouse, parent, child, grandparent, brother, sister, mother-in-law and father-in-law.

## **ARTICLE 17 – HOLIDAYS**

**A.** Employees shall be entitled to the following paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day and Friday
Good Friday	Christmas Day
Memorial Day	Martin Luther King Day

Independence Day

Labor Day

**Effective January 1, 2006 Election Day will be eliminated and exchanged for a Floating Holiday.**

**B.** Compensation for work on holidays shall be one and one-half times the employee's regular rate of pay. The employee shall also receive his regular holiday pay.

**C.** If a holiday falls on a Sunday, then the following Monday shall be a paid holiday. If a holiday falls within the employee's vacation period, the day will not be deducted from the employee's accumulated vacation time. If a holiday falls on a Saturday, then the preceding Friday shall be a paid holiday. If a holiday falls on an employee's day off, then he shall be paid an additional days pay.

**D.** An employee who is absent on the last regularly scheduled day of work, before or after a holiday shall not receive holiday pay unless such absence was approved in advance. Should an employee leave work "sick" the day before or after a holiday, then the employee's compensation will be equal to the actual hours worked the day before or after the holiday. A doctor's note will be required to receive full holiday compensation.

## **ARTICLE 18 – VACATION**

**A.** All employees shall be entitled each year to a vacation with pay after completion of one year of service. Vacation earned shall be calculated monthly based on the anniversary date of employment. Vacation allowance must be taken during the current calendar year at such time permitted unless due to the request of the Authority, it is deferred to the following year only. Failure to comply with this paragraph will result in forfeiture of unused vacation time.

**B.** Vacations shall be provided to all employees in accordance with the following schedule:

1. Employees with more than one but less than five years of service – 10 days.
2. Employees with more than five but less than ten years of service – 16 days.
3. Employees with more than ten but less than fifteen years of service – 21 days.
4. Employees with more than fifteen but less than twenty years of service – 26 days.
5. Employees with more than twenty years of service – 31 days.

**C.** The scheduling of vacation shall be at the discretion of the Executive Director for the proper functioning of the Sewerage Authority. Seniority rights will be observed in vacation scheduling if these rights do not conflict with the administration of the Authority. No vacations will be permitted for office staff during the first two weeks of February, May, August, and November. Effective January 1, 2006, request for vacation schedules shall be submitted to the Authority by November 1<sup>st</sup> for the upcoming year (2007). For any vacation that has not already been approved for 2006, requests must be submitted by 3/31/06. Each employee will submit their vacation in one week blocks. To be equitable to all employees, the most senior person shall be given priority for their first choice of one week, the next senior person shall select one week, etc., until vacation requests are completed. After vacations of one week blocks are approved, vacation request shall be on a first come basis. The Authority will return approved vacation requests back to the employees. Once a request is approved it may not be bumped

by another employee, and employees are required to take their approved vacation on the dates they submitted and were approved. Once approved, vacation schedules can only be changed with Authority approval. The Authority shall not unreasonably withhold vacation changes.

**D.** Part-time employees shall not be deemed eligible for vacation benefits under these guidelines.

**E.** Employees may accumulate vacation for one year but the maximum accumulation of vacation may not exceed twice the current annual vacation allotment. Accrued vacation shall be payable to the employee in case of resignation or separation from employee in case of resignation or separation from employment through no fault of his own or where there is no disciplinary action pending against the employee. When any employee who is entitled to vacation is laid-off, discharged, retired, or separated from the service of the Authority, he shall be compensated for the unused vacation to which he has become entitled.

**F.** In the case of the employee's death, accrued vacation shall be paid to the surviving spouse, or if there be none then to the deceased employee's estate.

## **ARTICLE 19 – JURY DUTY**

An employee required to report for jury duty or service shall be paid the difference in his pay, if any, for reporting for jury duty or service. Employees who are released from jury service three or more hours prior to the end of their scheduled shift are required to return to work for the remainder of their shift. Proof of jury duty shall be the responsibility of the employee.

## **ARTICLE 20 – HEALTH AND MEDICAL COVERAGE**

**A.** The Authority will provide hospitalization and medical coverage to employees and their eligible dependants as provided under the current health benefits plan, at no cost to the employee during the term of his/her employment. Upon an employee's non-deferred retirement from the Authority following twenty-five (25) years of service in a State-administered retirement system, or upon a State disability retirement in accordance with the laws, rules and regulations of PERS, the Authority will continue to provide such coverage to the employee, his eligible dependents and surviving spouse in accordance with Chapter 88, P.L. 1974, as amended by Chapter 436, P.L., 1981.

**B.** Coverage will terminate upon the absence of the employee from the active payroll for thirty consecutive days or more for any reason other than absence because of sickness or disability. In the case of sickness or disability coverage will continue for up to a maximum of three (3) years.

**C.** The Authority maintains the right to change insurance carriers, as long as equal or better benefits are maintained.

## **ARTICLE 21 – WORKMEN’S COMPENSATION**

Each employee will be covered by the applicable Workmen’s Compensation Laws. However, any employee who is unable to work as a result of injury arising out of the course of his employment shall be entitled to the applicable Workmen’s Compensation rate but may at his option elect to use accumulated sick leave to make up the difference in pay between the compensation rate and his regular rate of pay. If so used, sick leave shall be charged on an hourly basis in the proportion that the difference in pay between Workmen’s Compensation and the regular rate of pay to the total regular rate of pay.

## **ARTICLE 22 – LIFE INSURANCE**

A \$15,000 Life Insurance Policy is supplied for each employee. The Authority shall pay all cost involved with the employee’s policy.

## **ARTICLE 23 – SCHOOLING**

- A.** The Sewerage Authority will reimburse the cost of schooling applicable to the individuals work assignments for its employees. Such requests for payment of schooling must be submitted to the Authority for review and approval. Payment will be made upon the employee presenting evidence of successful completion of the course.
- B.** The Authority has developed a written policy concerning training and Training Contact Hours to qualify for license renewals. This policy labeled Exhibit B: which is attached hereto and made apart her of.
- C.** The following compensation for license credits shall be:  
S1 C1 \$200  
S2 C2 \$300

S3 C3 \$400

S4 C4 \$500

TCH credits will be allowed to be earned on authority time if the license is a requirement of employees' job.

## **ARTICLE 24 – POLICY OF TENURE OF OFFICE**

**A.** Each permanent employee shall be deemed to be employed upon the condition that he shall not be removed from the particular office, position or employment held by him except for good and sufficient cause or reason. It is agreed that no formal hearing shall be required prior to an employee's removal, but that such removal shall be subject to review pursuant to Article VII grievance procedure as set forth in this Agreement. It is the intent of this policy to create for the permanent employees of the Authority a tenure of employment which will be permanent, subject to good behavior, the proper performance of his duties, or the possible reorganization or reduction of personnel (in whole or in part) in the interest of efficiency, economy or otherwise. Any dismissal, demotion or transfer of an employee or the abolition of a particular office or position from any other or hidden motives shall be regarded as violative of the spirit under which this policy was adopted.

**B.** The following are examples of good and sufficient cause or reason for removal, dismissal, transfer, demotion or abolition of a particular position within the meaning of this policy:

- 1.** Mental or physical disability which impairs the ability of an employee to perform his/her duties.
- 2.** Neglect or failure of an employee to perform the duties of his/her office, position or employment.
- 3.** Violation of any rule or regulation prescribed by the Authority for the administration of its employees.
- 4.** Conduct which is prejudicial to the Authority or the public interest.

**C.** The following are examples of good or sufficient cause or reason for removal, dismissal, transfer, demotion or abolition of a particular position within the meaning of this policy by the Authority, without hearing:

- 1.** The attainment of an age which the Authority may hereafter fix for retirement because of superannuation.
- 2.** The reorganization of the Authority or of one of its facilities, properties, departments, divisions or projects.

**D.** Definitions

In this policy:

- 1.** “Employee” means any person regularly employed by the Authority.
- 2.** “Permanent Employee” means any employee who has been continuously employed by the Authority for more than twelve months and who is not a “Temporary Employee” as hereinafter defined.
  - 3.** “Temporary Employee” means any person.
    - (a)** Who has not had continuous employment with the Authority for twelve full months, or
    - (b)** Who has been hired for a temporary period of employment whether for more or less than twelve months, or
    - (c)** Who has been hired to fill a position vacated by an employee absent on an authorized leave of absence.
  - 4.** “Continuous Employment” or words of similar import shall mean uninterrupted employment by the Authority in any office, position or employment after April 28, 1953. Time spent on absence on military leave, sick leave or other absence authorized or excused by the Executive Director shall be included in computing the period of continuous employment.

**E.** Temporary employees may be discharged for any cause or reason without hearing.

## **ARTICLE 25 – PENSION PLAN**

The Authority subscribes to the Public Employees Retirement System. A portion of this plan is contributed by the Authority, the remainder to be paid by the employee. Explanatory catalogues are available from the Authority.

## **ARTICLE 26 – DISCIPLINARY ACTION**

SECTION 1 The Authority may suspend without pay or with reduced pay, or demote an employee due to inefficiency, incompetency, misconduct, negligence, insubordination, or for any other good and sufficient cause.

SECTION 2 The Authority shall notify the employee of the reasons for suspension, fine or demotion, regardless of the extent of duration of the disciplinary action.

SECTION 3 No suspension shall exceed six months.

SECTION 4 The employee may be removed for cause. Notice of the removal shall be sent to the employee. A provisional or temporary employee may be terminated at any time at the discretion of the Authority. A provisional or temporary employee who has been terminated shall have no right of appeal.

SECTION 5 The Executive Director retains the right to discipline or discharge an employee for just cause.

### SECTION 6 - Causes for Disciplinary Action

Any one of the following shall be cause for disciplinary action, although disciplinary action may be made for sufficient causes other than those listed:

- A. Neglect of duty.
- B. Incompetency or inefficiency.
- C. Insubordination or serious breach of discipline.



- D.** Intoxication while on duty.
- E.** Chronic or excessive absenteeism.
- F.** Disorderly or immoral conduct.
- G.** Negligence of or willful damage to Authority property or waste of Authority supplies.
- H.** Conduct unbecoming an employee of the Authority.
- I.** Reduction of staff.
- J.** Elimination of Job Classification.

SECTION 7 If the Executive Director has reason to reprimand an employee, this shall, as far as practical, be done in a manner that will not embarrass the employee or the public.

## **ARTICLE 27 – SENIORITY**

SECTION 1 All new employees shall be considered as probationary employees for the first six months of their employment. When an employee completes the probationary period by accumulating six months of employment, he shall be entered on the seniority list and shall rank in seniority from his hiring date. The Authority shall have the right to reduce the probationary period as it deems necessary, with the Boards approval and notification to the Union.

SECTION 2 There shall be no seniority among probationary employees and upon completion of the probationary period they shall receive all benefits afforded to full time employees.

SECTION 3 A break in continuous service shall defer the accumulation of seniority. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off; however, employee seniority accrued prior to the layoff shall be continued upon recall and reemployment after such a layoff has occurred.

## **ARTICLE 28 – PROMOTION**

The term “promotion” as used in this article means the permanent assignment of an employee to a higher position. An advance to a higher position does not automatically entail an increase in salary. This will be left to the discretion of the Authority.

## **ARTICLE 29 – MENTAL AND PHYSICAL**

### DISABILITY POLICY

Whenever it is believed that an employee is unable to perform the duties of his employment because of a mental or physical disability as certified to by a physician selected by the Authority for the purpose, the Executive Director shall forward a complete written report concerning same to the Authority. If upon the review of such a report, the Authority shall determine if good and sufficient cause is present for the dismissal, transfer or demotion of said employee, they shall prepare a written notice containing the summary of the findings of the physician and the result of such findings. The Authority shall make every effort to place employees who through their mental or physical sensitivity or injury become disabled, to work which they are able to perform.

## **ARTICLE 30 – PLEDGE AGAINST DISCRIMINATION**

The provisions of these guidelines shall apply equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. All reference to employees in these guidelines designate both sexes and wherever to the male gender was used, it shall be construed to include male and female employees.

## **ARTICLE 31 – SEVERABILITY**

In any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, 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 32 – FULLY BARGAINED PROVISIONS**

**A.** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

**B.** The parties acknowledge that during the negotiations that resulted in this Agreement, the understandings and agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this Agreement.

**C.** The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any rights to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement.

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

## **ARTICLE 33 – SALARY GUIDE**



**EXHIBIT A**

1. OPERATIONS DIRECTOR
2. COMPTROLLER
3. OPERATIONS SUPERVISOR
4. MECHANICAL SUPERVISOR
5. COLLECTIONS SYSTEM SUPERINTENDENT
6. ADMINISTRATIVE ASSISTANTS
7. INSPECTOR/SPECIAL PROJECTS COORDINATOR
8. PROCESS CONTROL/COMPLIANCE OFFICER

## EXHIBIT B

### Long Branch Sewerage Authority Policy Regarding NJDEP License Renewal Regulations

The NJFEP has adopted changes to N.J.A.C. 7:10A (Licensing of Water and Wastewater Supply Treatment Operators). Among the more significant amendments is the requirement that licensed operators accumulate training hours to qualify for license renewal. In summary the requirements are:

As of October 1, 2000, all licensed operators shall begin to accumulate Training Contact Hours TCH's). On October 1, 2003, licensed operators shall demonstrate that they have completed the required number of TCH's. Please note that 1 CEU equals 10 Training Contract Hours. (0.5 CEU's converts to 5 TCH's)

The various requirements for various licenses are:

<u>License Classification</u>	<u>Training Contact Hours</u>
3 and 4	36
CN, NS, NN, 1 and 2	18
VSWS	12

At the Long Branch Sewerage Authority in the White Collar Union, the Collection Supervisor and the Process Control and Compliance Officer, are the only positions that are required to hold a license. Other than these positions, holding a license is voluntary. Therefore, TCH credits will be allowed to be earned on Authority time if the license is a requirement for the employee's job. All other employees may determine whether or not they wish to take the required coursework, study, and sit for the examinations to be issued a license by the NJDEP. This coursework and study is to be done on the employee's own time.

Long Branch Sewerage Authority encourages all employees in the educational process and provides incentives to employees that choose to attain an operator's license whether or not it is a job requirement. The Authority includes but does not limit the following: provides reimbursement of tuition for required coursework, granting time off with pay (if needed) to take the examinations, and a license premium upon successful attainment of a license. These incentives are contained in the Collective Bargaining Agreement.

In order to assist employees in maintenance of their licenses the Authority may:

Be willing to provide training in First Aid, CPR, and other required safety training, which can be credited for TCH's.

Apply to the approving agency to have in-house training programs certified for TCH's.

Cooperate with neighboring Authorities to share training programs.

Continue to send employees to seminars, training programs, and conferences sponsored by the New Jersey Water Environment Federation, NJDEP, and other agencies. Attendance at these events will continue to be based upon the subject(s) covered the staffing needs of the Authority, and budgetary constraints.

Although the Authority is continuing training and assisting employees who are required to have a license as part of their job classification, in maintenance, of their licenses, it is primarily the individual license holder's obligation to obtain and certify to the licensing agency that he/she has met the renewal requirements. License holders may find it necessary to obtain TCH's at other places and time beyond what the Authority offers through its own programs. College courses and other programs offered in the area may be eligible for TCH/s. LBSA's regular tuition reimbursement program may apply. If an employee has the desire to attend one of these programs, he/she may request a personal leave or sick day to attend without penalty, provided that sufficient notice is given to eliminate staffing problems.

The Authority will establish a budget to fund training courses and tuition reimbursement.