

AGREEMENT

BETWEEN:

MUSCONETCONG SEWERAGE AUTHORITY
MORRIS COUNTY, NEW JERSEY

- AND -

OPEIU, Local 32
January 1, 2009 through December 31, 2011

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PREAMBLE

THIS AGREEMENT entered into this 3rd day of February, 2010, by and between the Musconetcong Sewerage Authority, hereinafter called the "Authority", and the OPEIU, Local 32, hereinafter called the "Union", represents the complete and final understanding on all the negotiable issues between the Authority and the Union.

1. **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 Sewer Authority and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibility of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only 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.

2. **RECOGNITION AND DEFINITION**

The Authority recognizes the Union as the exclusive Bargaining Agent for all Authority employees of the Musconetcong Sewerage Authority, excluding confidential, managerial,

executives and supervisory employees as defined within the meaning of the Public Employment Relations Act. Attached hereto as Schedule 'A' is a list of the titles active at the execution of this Agreement, which are covered by this contract. The Authority and the Union agree that Schedule 'A' is non-exhaustive in that it does not reflect other titles covered by this Agreement, which may be added or created during the term of the Agreement.

3. **DUES/AGENCY REPRESENTATION FEE**

A. The Authority agrees to deduct initiation fees, assessments and membership dues from the pay of each employee in the Bargaining Unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the local Union to the Authority, who shall remit same to the Union within five (5) days of the deduction.

B. Notwithstanding anything to the contrary in this Article, the Authority shall have no obligation to make dues deductions unless and until it receives the signed authorization from the employee in accordance with the Union Authorization form. The Authority shall notify the Union President and Shop Steward of new employees no later than fourteen (14) days from the date of hire.

C. The Authority shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Authority written notices authorizing deduction of the dues, fees and assessments from the employee's pay, the maximum amount permitted by law in lieu of dues (85%) and shall forward the amount to the Union within five (5) days of the deduction.

The Union shall provide the Authority with written certification at least, on an annual basis, as to the sum to be decided in lieu of dues.

D. The Union agrees to indemnify and hold the Authority harmless from any claim or action commenced by an employee against the Authority, which arises out of the aforesaid deductions under this Article, provided that the claim does not arise out of negligence of the Authority. The Union shall provide the Authority with a copy of its Demand and Return Policy as required by law.

4. **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age marital status, national origin, or physical disability unless based upon a bona fide job requirement. The Union and the Authority representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use this grievance provision of this contract prior to seeking relief through other channels.

5. **BEREAVEMENT LEAVE**

Employees shall be allowed up to three (3) days off with pay for a death in the immediate family. Immediate family members shall be defined as the following:

Husband, Wife, Son, Daughter, Mother, Father, Brother, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandmother, Grandfather, Grandmother-in-law, Grandfather-in-law.

Employees shall be allowed one (1) day off with pay for a death of an aunt or uncle.

6. **CALL-IN**

Any employee called in to work during their time off will be paid at the rate of one and a

half times their base rate for a minimum of four hours.

7. **CLOTHING ALLOWANCE**

An employee shall be provided with daily weekday uniforms and weekday cleaning, laundry service. In addition, the following items are supplied to each employee:

- One coat
- One set of foul weather gear with boot
- One pair of coveralls

An allowance towards safety shoes in the amount of \$150 will be provided in each year of the contract. The replacement of the safety shoes will be processed for reimbursement upon presentation of a receipt by the employee.

8. **CONTINUING EDUCATION**

With prior approval from the Authority, employees are allowed to attend schools, seminars and training classes related to their work at the MSA at the Authority's expense.

9. **DENTAL/EYE CARE PROGRAM**

The Authority will provide, for full time employees, and their families a maximum contribution of up to \$600 per year to either: 1) a qualified dental plan designated by the union for each year; or 2) a reimbursement paid directly to the employee for dental and or eye/vision related expenses.

If an employee joins a qualified dental plan, however, he/she may not submit any reimbursement for eye/vision related expenses.

9A. **DEFERRED COMPENSATION PLAN**

The Authority also agrees to assist in the establishment of a deferred compensation plan selected by the Union provided that no contribution from the Authority is required.

10. **HEALTHCARE INSURANCE**

The Authority will provide full health care insurance through the New Jersey State Health Benefits Program. Effective 1/1/2010 employees will contribute one (1) percent of their base salary over 26 pay periods toward the cost of healthcare coverage.

The Authority will compensate employees that waive healthcare coverage upon proof of coverage through another source (i.e. spouse/partner health plan). The amount compensated will be thirty-three and one third percent (33 & 1/3%) of the cost of employee/spouse plan under the New Jersey State Health Benefits Program. Payments will be made quarterly in the month following the end of each quarter of the year.

11. **HOLIDAYS**

Holidays shall be offered to all full-time employees on an equal basis. Any employee who works a holiday shall receive, in addition to their regular holiday pay, one and one-half times their base pay. If a holiday falls on a Saturday, the Authority will observe the holiday on the previous Friday. If the holiday falls on a Sunday, the Authority will observe the holiday on the following Monday.

Holidays shall include the following:

New Year's Day, President's Birthday, Good Friday
 Memorial Day, Independence Day, Labor Day
 Columbus Day, Election Day, Veteran's Day
 Thanksgiving Day, Day after Thanksgiving, Christmas Day

12. **JURY DUTY** Employees attending jury duty will turn over payments to the MSA and are required to report for work when not attending. Salary will be paid for the time in attendance at jury duty.

13. **LICENSING**

An employee taking courses for a license shall be reimbursed upon completion and a passing grade. Each employee receives a \$150.00 bonus for passing the course.

Each employee taking the State Licensing Test and successfully passing the test will receive a bonus of \$300.00 for passing the respective test as follows:

S-1	C-1
S-2	C-2
S-3	C-3
S-4	C-4

The Authority will provide bonuses to employees holding the following valid licenses effective 1/1/2009:

S-1	\$100.00	C-1	\$100.00
S-2	\$250.00	C-2	\$250.00
S-3	\$1,000.00	C-3	\$1,000.00
S-4	\$2,000.00	C-4	\$2,000.00

The bonus will be paid based upon the highest license held. Payments will be processed and approved at the Authority's meeting in January for each year of the contract.

14. **OVERTIME**

Employees who work more than eight (8) hours in a single day or 40 hours in a single

week, shall receive one and one-half times their base pay for the excess hours worked. Shift differential shall apply to overtime worked during the second or third shift.

15. **PERSONAL DAYS**

Employees shall be granted three (3) personal days per year, without accumulation, to be used at their discretion with supervisor approval.

16. **SHIFT DIFFERENTIAL PAY**

Any employee working the second or third shifts, will receive in addition to their base pay, 10% (ten percent) per hour per shift.

Conflicts in shift schedules shall be resolved on the basis of seniority.

17. **SALARIES AND LONGEVITY**

For the following titles, Maintenance Mechanic, Chief Operator, Operator and Lab Technician, longevity will be paid for the years 2001, 2002 and 2003 on December 1, for their years of service as follows:

Seven Years of Service	\$550.00
Ten Years of Service	\$1,100.00
Fifteen Years of Service	\$1,650.00

Effective January 1, 2004 longevity has been included in base salary for incumbent employees only in the foregoing titles. New hires shall not receive longevity as part of their base salary. New hires shall continue to receive longevity as a lump sum on December 1, for their years of service as set forth in the above schedule.

Employees in the indicated titles shall move horizontally on the salary schedules below as of January 1 of each successive year for the term of the contract.

Salary increments for the year 2009 shall be retroactively increased by 2.5% going back to January 1, 2009. Salary increments for the years 2010 and 2011 shall be increased by 2.5% on January 1, 2010 and 3% on January 1, 2011 and determined as follows*:

Maintenance Mechanic

2008	2009	2010	2011	Term
\$44,937	\$46,060	\$47,212	\$48,628	start to 7 years
\$45,561	\$46,700	\$47,868	\$49,304	7 years of service to 10 years
\$46,186	\$47,341	\$48,524	\$49,980	10 years of service to 15 years
\$46,811	\$47,981	\$49,181	\$50,656	15 years of service

Chief Operator

2008	2009	2010	2011	Term
\$59,812	\$61,307	\$62,840	\$64,725	start to 7 years
\$60,437	\$61,948	\$63,497	\$65,402	7 years of service to 10 years
\$61,063	\$62,590	\$63,841	\$65,757	10 years of service to 15 years
\$61,688	\$63,230	\$64,811	\$66,755	15 years of service

Operator

2008	2009	2010	2011	Term
\$43,610	\$44,700	\$45,818	\$47,192	start to 7 years
\$44,235	\$45,341	\$46,474	\$47,869	7 years of service to 10 years
\$44,860	\$45,982	\$47,131	\$48,545	10 years of service to 15 years
\$45,485	\$46,622	\$47,788	\$49,221	15 years of service

Lab Technician

2008	2009	2010	2011	Term
\$44,946	\$46,070	\$47,221	\$48,638	start to 7 years
\$45,561	\$46,700	\$47,868	\$49,304	7 years of service to 10 years
\$46,186	\$47,341	\$48,524	\$49,980	10 years of service to 15 years
\$46,811	\$47,981	\$49,181	\$50,656	15 years of service

* Effective January 1, 2004, the salaries listed above shall be reduced by \$550.00 at each respective step for any new hire.

The hourly rates for the following titles, Operator Trainee, Laboratory Assistant, Maintenance Assistant and Laborer shall be as set forth below:

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Operator Trainee	16.94	17.36	17.80	18.33
Laboratory Assistant	16.94	17.36	17.80	18.33
Maintenance Assistant	16.94	17.36	17.80	18.33
Laborer	15.79	16.18	16.59	17.09

Out-of-Title Pay:

If a member of the bargaining unit works in a higher title as directed by the Authority for more than ten (10) consecutive days, he shall be paid at the lowest step of the title for the person he is filling in for starting on the eleventh (11) day.

18. **SICK TIME**

Effective on January 1, 2003, employees shall be credited with twelve (12) sick days on January 1 of each year with unlimited accumulation. Upon retirement pursuant to the Public Employees Retirement System (PERS) from the Authority and notice of 180 days, employees shall be eligible to receive payment at the rate of one (1) day's pay for each three (3) days of accumulated sick leave with a total payment not to exceed Fifteen Thousand Dollars (\$15,000.00). An employee will provide a Doctor's note for more than (6) occurrences within any twelve (12) month period upon request by the Authority and or management.

19. **SHORT-TERM DISABILITY**

Effective upon execution of this agreement, the Authority shall implement a Short-term Disability Plan. Pursuant to that Plan, employees shall receive 100% of base salary for 180 calendar days after use of all accumulated sick leave. Disability shall be defined as set forth in the Plan documents along with all other details of the Short-term Disability Plan.

20. **LONG-TERM DISABILITY**

After having been on short-term disability for 180 calendar days, an employee shall be eligible for long-term disability in accordance with the provisions of the Disability Insurance Plan at the rate 66 2/3 % of base salary. The terms of the long-term disability plan shall be as set forth in the Plan documents.

21. **VACATION**

Employees are granted vacation according to the following schedule of years of service.

One year of service	10 days
Five years of service	15 days
Ten years of service	20 days
Fifteen years of service	25 days
Twenty years of service	30 days

Conflict in vacation schedules shall be resolved on the basis of seniority.

Vacation days must be taken within six (6) months of the end of the fiscal year, unless extenuating circumstances exist.

An employee may receive vacation pay in advance if requested two (2) weeks prior to vacation providing vacation does not overlap the end of the fiscal year.

22. **VEHICLE MILEAGE REIMBURSEMENT**

Mileage reimbursement will be paid at the IRS rate.

23. **WEEKEND SCHEDULING**

Employees will be offered the opportunity to work on weekends on an equal basis at a premium rate of pay of one and one-half times their base rate.

24. **PROBATION PERIOD**

New employees will have a six month probationary period.

25. **GRIEVANCE PROCEDURE**

In the event that an employee has a grievance related to his employment, said employee will discuss the problem with the Superintendent.

In the event that the problem cannot be resolved in the above manner, the employee should inform the Chairman of the Personnel Committee in writing of the grievance.

If after both of the above procedures have been followed and the employee has not successfully resolved his grievance, he may come before the Board of Commissioners for further discussions.

26. **SENIORITY AND JOB PERFORMANCE**

A. All job openings shall be posted for bid for a period of one (1) week.

B. It is hereby agreed that the parties hereto recognize and accept the principal of seniority in cases of transfer, promotions, assignments of schedules, layoffs, and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

C. An employee shall be deemed as probationary following his regular appointment to a permanent position for a trial period of six (6) months. An employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications.

D. The seniority of an employee is defined as the length of service as an Authority Employee dating back to his first date of hire and by his job classification.

E. In the event of layoffs and rehiring, the last person laid off in any job classification shall be rehired to any new position available, provided said employee is able to do the available work in a qualified and satisfactory manner.

F. When promotions to a higher labor grade or transfers to another grade are in order, the Authority shall make such promotions or transfers from among its regular employees if qualified employees are presently employed. Consideration for such promotions or transfers shall be based on seniority and ability to perform the work and if an employee so promoted or transferred is not deemed qualified after a sixty (60) day trial period; the Authority may remove him and transfer him to his former position.

27. FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

28. TERM OF AGREEMENT


This Agreement shall take effect from January 1, 2009, and shall remain in full force and effect through December 31, 2011, and thereafter from year to year unless either party shall give notice in writing no sooner than one-hundred fifty (150) days and no later than one-hundred twenty (120) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.


FOR THE MUSCONETCONG
SEWERAGE AUTHORITY

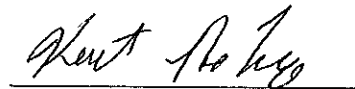

Steven Rattner Chairman


Joseph Schwab Secretary/Treasurer

FOR OPEIU LOCAL 32


Lois Cuccinello Business Agent
Allen Byron, Bus. Mgr.


Patrick Pisano


Keith DeFazio

ATTEST: _____

DATED: _____, 2010

DATED: _____, 2010