

Contract no. 800

**AGREEMENT  
between  
OCEAN COUNTY UTILITIES AUTHORITY  
and  
OIL, CHEMICAL AND ATOMIC WORKERS  
INTERNATIONAL UNION, AFL-CIO LOCAL 8-149**

**(CRAFT EMPLOYEES)**

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**January 1, 1990 through December 31, 1992**

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**Prepared by:**

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**7/27/90; 1/4/91  
Revised: 1/15/91  
#0465L**

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PREAMBLE

This Agreement made this first day of March , 1991, by and between the OCEAN COUNTY UTILITIES AUTHORITY, in the County of Ocean, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority"), and OIL, CHEMICAL AND ATOMIC WORKERS INTERNATIONAL UNION, AFL-CIO LOCAL 8-149 (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Authority and the Union.

**ARTICLE I**

**RECOGNITION**

**(CRAFT EMPLOYEES)**

The Authority recognizes the Union as the exclusive representative, as certified on February 16, 1978 by the New Jersey Public Employment Relations Commission (Docket No. RO-78-102) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time craft employees including SMP Maintenance Technicians, SMP Controllers, SMP Controller Technicians, SMP Boiler Controller, SMP Boiler Controller Technicians, Electricians, Electrician Aides, Instrumentation Technicians, Instrumentation Technician Aides, Operators, Operator Trainees, Mechanic Welders, Mechanics, Mechanic Aides, Carpenter/Mason, Laboratory Technicians, Laboratory Technician Aides, Painters, Painter Aides and Metering Technician Assistants employed by the Authority; excluding non-craft employees, clerical employees, confidential employees, professional employees, production and maintenance employees, police, managerial executives and supervisors within the meaning of the Act: specifically, plant operator, plant electrician, plant mechanic, assistant service area supervisor, accounting, engineering and construction department employees, and all other employees of the Authority.

**ARTICLE I**

**RECOGNITION**

(PRODUCTION AND MAINTENANCE EMPLOYEES)

The Authority recognizes the Union as the exclusive representative, as certified on February 16, 1978 by the New Jersey Public Employment Relations Commission (Docket No. RO-78-102) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time production and maintenance employees including Septage Operator, Articulated Driver, Incinerator Operator, Equipment Operator-Lines, Solids Equipment Operator, Wasterwater Technicians, Utility Worker and Laboratory Courier, employed by the Authority; but excluding all clerical employees, confidential employees, craft employees, managerial executives, police, supervisors within the meaning of the Act, professional employees and all other employees of the Authority.

## ARTICLE II

### 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 not 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 employment activities of its employees;
  2. To hire all employees and, subject to the provisions of law, 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, subject to the grievance procedure;
  4. To establish a code of rules and regulations of the Authority for the operation of the Authority;
  5. To make all such decisions relating to the performance of the Authority's operations and maintenance activities;
  6. To establish any new job classifications and job content and qualifications;

7. To establish and schedule the working hours of employees;
  8. To determine the reasonable work pace, work performance levels and standards of performance of the employees;
  9. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
- 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 use of judgment and discretion in connection therewith, shall be limited only by the terms of this 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. 40:14A and/or 40:14B or any other national, state, county or local laws or ordinances.



### ARTICLE III

#### MAINTENANCE OF OPERATIONS

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf 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 willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will do everything in its power to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned. The Union's actions will include, but not be limited to publicly disavowing such activities in the media and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.
- C. In the event of a strike, slowdown, walk-out or job action, it is covenanted and 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 law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.
- E. The Authority agrees that it shall not lock out any employee covered under this Agreement.

ARTICLE IV

DUES CHECK-OFF

- A. The Authority agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Authority to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9(e).
- B. The Authority shall automatically adjust Union dues in accordance with the By-laws of Local 8-149. A copy of said By-laws shall be provided to the Authority by the Union.
- C. 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. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the salary deduction authorization forms submitted by the Union to the Authority.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, or policies or administrative decisions which affect terms and conditions of employment, and which may be raised by an individual, a group of individuals, the Union on behalf of an individual or a group of individuals.

- B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement. This procedure shall be followed in its entirety unless any step is waived by mutual consent:

#### C. STEP ONE

The aggrieved shall institute action in writing, under the provisions hereof, within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his next immediate Supervisor who is not in the bargaining unit, for the purposes of resolving the matter informally. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The immediate Supervisor shall render a decision, in writing, within seven (7) calendar days after receipt of the grievance.

**STEP TWO:**

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above, the grievance may be filed in writing with the Division Director or his designee, within seven (7) calendar days. The Division Director, or his designee, shall have seven (7) calendar days to respond to the grievance. If there is no Division Director, the grievance should be filed with the next level of Supervisor instead.

**STEP THREE:**

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step Two above, the grievance may be filed in writing with the Director of Administration, or his designee, within seven (7) calendar days. The Director of Administration, or his designee, shall have seven (7) calendar days to respond to the grievance.

**STEP FOUR:**

If the grievance is not resolved to the satisfaction of the aggrieved at Step Three above, the aggrieved shall, within seven (7) calendar days after the response from the Director

of Administration, or his designee, submit the grievance to the Executive Director of the Authority, or his designee. The Executive Director, or his designee, shall hold a hearing on such grievance within fourteen (14) calendar days after submission, and shall have fourteen (14) calendar days thereafter to render his decision.

**STEP FIVE (A):**

With respect only to those grievances not involving the express terms of this Agreement, and in lieu of Step Five (B), if the grievance is not resolved to the satisfaction of the aggrieved at Step Four above, the aggrieved shall within fourteen (14) calendar days after the response from the Executive Director, or his designee, submit the grievance to the Authority Commissioners. The Authority Commissioners may hold a hearing on such grievance within thirty (30) days and shall render a decision within fourteen (14) calendar days from the close of the hearing. If more time is needed, the Union shall be notified. The decision of the Authority Commissioners shall be final and binding upon the parties.

**STEP FIVE (B):**

(1) With respect only to those grievances involving the express terms of this Agreement, and in lieu of Step Five (A), and in the event the grievance is not

resolved to the Grievant's satisfaction at Step Four, or in the event the Executive Director has not served a timely written response at Step Four, then within fourteen (14) calendar days after the response date set forth in Step Four, the grievant may notify the Executive Director in writing of the grievant's intention to submit the grievance to advisory arbitration.

2. Grievances must relate solely to a controversy involving the express terms of this Agreement; be timely filed and timely processed through the applicable internal steps of this grievance procedure; relate solely to subject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by way of remedy do not seek a result inconsistent with statute, administrative regulation or decisional law, inconsistent with the Authority's management prerogatives set forth generally and specifically in the Management Rights Article of this Agreement, or which would significantly interfere with such management prerogatives.
3. Within seven (7) calendar days after providing notice to the Executive Director, the grievant may invoke advisory 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, advisory 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.

- (4) 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, and shall be expressly bound by the considerations set forth in paragraph (2) above.
- (5) Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the Director of Administration, or his designee, 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.

- (6) Costs of the arbitrator shall be split between the parties.
- (7) Additional costs incurred shall be borne by the party incurring same.

ARTICLE VI

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. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated 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, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- B. 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 VII

UNION BULLETIN BOARD

- A. The Authority shall supply and maintain an enclosed bulletin board specifically marked for Union notices, upon which the Union may post notices of Union meetings and activities which have been signed by the Shop Chairman of the local Union.
- B. The Authority reserves the right to refuse to allow the posting of matters that may be considered inflammatory or in poor taste.
- C. All matters which the Union desires to be posted shall be first submitted to the Service Area Supervisor or other appropriate Supervisor.

ARTICLE VIII

NON-DISCRIMINATION

There shall be no discrimination by the Authority or the Union against any employee because of the employee's membership or nonmembership in the Union. Neither the Authority nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.

ARTICLE IX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE X

PROBATIONARY PERIOD

- A. During the first one hundred twenty (120) days of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his employment within that time without challenge, by either the employee or the Union, and without resort to any grievance procedures or any other hearing procedure. The Authority also reserves the right to extend a probationary period upon notification to the Union, for an additional thirty (30) day period.
- B. The Authority retains the sole right to establish a hiring rate for probationary employees, which shall be no more than the basic rates herein established, and shall be effective for up to six (6) months.

ARTICLE XI

LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Authority.
- B. At the discretion of the Division Director and with the approval of the Executive Director and the Authority's Committee on Administration, any employee may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay, except military leave, does not accrue annual leave, sick leave benefits, or any other benefits, with the exception of membership in the health benefits plan, which shall continue, and membership in the retirement system, which may be continued by forwarding a copy of the Authority's Resolution authorizing the leave of absence. However, no payments will be made by the Authority to the pension system or Health Benefits Plan during this leave of absence. The Authority will make available to an employee on leave necessary information to continue health coverage on his own.
- D. A leave of absence shall not exceed three (3) months in length, after which it may be reconsidered, and any requested extension shall either be granted or denied. In the case of leave for disability purposes, the original

leave shall not exceed six (6) months, subject to a three (3) month extension in the Authority's discretion. During such periods of disability leave, the Authority shall have the right to replace the employee on leave with a temporary employee for the duration of the leave.

- E. Employees are required to notify the Authority of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- F. The Authority shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave.
- G. An employee on authorized leave of absence shall retain seniority for "length of service" purposes.



ARTICLE XII

MEAL ALLOWANCE

- A. If any employee shall work for three (3) full continuous hours past the normal eight (8) hour shift, the Authority shall provide a meal allowance of up to \$4.00 for such hours worked.
- B. The Authority may, in its discretion, require employees to provide a validated receipt for said meal.

ARTICLE XIII

UNION BUSINESS

- A. Shop Stewards are to discuss employee grievances on their own time only. However, if such grievance conferences must, because of the circumstances involved, be on working time, Stewards shall first obtain permission from their Division Director or other appropriate Supervisor before leaving their work station. Such permission will not be unreasonably denied. The Union may appoint a Chief Steward in addition to Shop Stewards who will represent the Union on grievances that reach Step Three of the Grievance Procedure.
- B. Under no conditions shall the Stewards interfere with the performance of the work of others.
- C. Up to four (4) employee members of the Negotiating Committee shall be excused for negotiations with no loss in regular pay. Such meetings shall be scheduled in an alternating basis between afternoon and evening sessions. It shall be the employee's responsibility to notify his/her supervisor at least one (1) week in advance of any negotiating meeting so that the supervisor may make arrangements for proper replacement, if necessary.

ARTICLE XIV

JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight-time pay less any compensation (excluding travel expenses) they may receive for attending said Court proceeding for a maximum of two (2) weeks.
- B. If an employee is required to remain on jury duty for longer than the two (2) week period, then upon submission of a letter from the Judge presiding over the case expressing such requirement, the Authority shall grant up to one (1) additional week's leave.
- C. If employees are required to serve on jury duty, such employees shall be required to notify their immediate superiors in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty more than three (3) hours prior to the end of a work day, employees shall report for work for the duration of the work day.

ARTICLE XV

POSTING OF JOB VACANCIES

- A. All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of one (1) week. Employees applying for such vacancies shall make a request in writing through their immediate supervisors to the Director of Administration.
- B. Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided that such employees are, in the discretion of the Authority, qualified.
- C. If two (2) or more qualified employees apply for such position or promotion, seniority will be considered along with qualifications in determining which employee shall be selected to fill the position before any new employee is hired. The Authority reserves the right to select the most qualified candidate to fill the position.
- D. Applicants may apply for positions only during the posting period.
- E. In the event a candidate is out on authorized leave, the Shop Steward may apply for a position on his/her behalf; however, the candidate him/herself must reapply within two (2) days from his/her return to work. Failure to do so shall invalidate the application.

F. Before any new bargaining unit position is established, the Authority shall notify the Union.

ARTICLE XVI

REPORTING PAY

- A. If an employee is scheduled to report for work or is called into work and there is no work available, he shall receive two (2) hours' straight-time pay, unless the Authority has given him at least one (1) hour's notice not to report.
- B. Any pay under this Article shall specifically not be counted towards overtime computations.

ARTICLE XVII

SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, promotions, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be a factor in designating the employee to be affected.
- B. The seniority of an employee is defined as the length of continuous uninterrupted service as an Authority employee dating back to his last date of hire and by his job classification.
- C. In the event of layoffs and rehiring, the last person hired in a job classification affected shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority and his classification, provided the more senior employee is able to do the available work in a satisfactory manner, and provided that he has the proper qualifications. Stewards shall be deemed to have top seniority for purposes of this Section (C), so long as they are able to do the available work in a satisfactory manner and have the proper qualifications.
- D. For promotions to a higher position or transfers to other positions, the Authority shall first attempt to make such promotions or transfers from its regular employees;

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considerations for such promotions or transfers shall be based upon seniority and ability to perform the work and qualifications, and if an employee so promoted or transferred is not deemed qualified after ninety (90) day trial period, the Authority may remove him and re-transfer him to his former position, if still available. In the event the employee's former position has been filled, the employee shall be given another job within the Authority at no less than the rate of pay he received just prior to the promotion.

- E. Once each year, the Authority shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Authority. The seniority list shall be posted on the bulletin boards and will show the employees' names, classifications and seniority dates.
- F. The Authority shall notify the Union of all newly hired bargaining unit employees within thirty (30) days after hire.
- G. Shop stewards shall enjoy super-seniority for purposes of layoffs only.



ARTICLE XVIII

TEMPORARY JOBS AND REASSIGNMENTS

- A. It is understood and agreed that from time to time the Authority has a need to utilize employees in jobs or assignments deemed "temporary."
- B. In such event, the Authority may choose any employee to fill the temporary job or assignment.
- C. For the purpose of this Article, a job or reassignment is deemed temporary so long as it does not exceed four (4) months in duration, with the exception of temporary assignments made to cover for employees on disability leave; in that event, the assignment shall be deemed temporary for its duration, so long as the original employee is on a disability leave.

ARTICLE XIX

SAFETY COMMITTEE

- A. The Union may appoint a committee, not to exceed four (4) people, to meet with the Director of Administration, or his designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public.
- B. The Committee and the Director of Administration, or his designee, shall meet at least two (2) times per year.

ARTICLE XX

BEREAVEMENT PAY

- A. Every permanent full time employee shall be granted up to a maximum of three (3) consecutive calendar days leave, including the day of the funeral, without loss of regular straight-time pay, upon the death of a member of his immediate family within the State of New Jersey, and up to five (5) consecutive calendar days leave, including the day of the funeral, without loss of regular straight-time pay, if outside the State of New Jersey and if the residence of the deceased is at least five hundred (500) miles from the residence of the employee. In such cases, the leave must be with the consent of the Division Director, or Director of Administration. In the case of the death of an employee's parent, spouse or child, the employee shall be entitled to five (5) consecutive calendar days leave, as above defined, whether in state or not.
- B. Immediate family shall be defined as: the employee's, spouse, brother, sister, children, parents, mother-in-law, father-in-law, grandparents, or any other blood relative of employee residing as a regular member of the employee's household at time of death.

ARTICLE XXI

HOLIDAYS

A. Each full-time employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight time for the following holidays:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day

Veteran's Day  
Thanksgiving Day  
Christmas Day  
Columbus Day  
Election Day (or  
the Friday after  
Thanksgiving, at the  
Authority's option)  
1 Floating holiday

Effective in 1992, Good Friday will be added as a paid holiday.

B. An employee required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) for the actual hours worked in addition to eight (8) hours straight-time holiday pay.

C. If a holiday falls on an employee's regular day off, the employee shall receive another day off at a mutually acceptable time.

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1 The "floating holiday" shall be handled administratively in the same fashion as a personal day. One (1) week advance request shall be provided to the Authority.

- D. For the purposes of Paragraph B, in the case of five (5) day, Monday through Friday workers, if a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the following Monday.
- E. In addition to the holidays listed in Paragraph "A", above, each employee shall be entitled to two (2) personal days per year; effective January 1, 1991, one (1) additional day shall be added, to a total of three (3); one (1) week's advance notice shall be provided to the Authority; such days may be used on Martin Luther King Day or other such holidays, as well as for personal reasons.

ARTICLE XXII

INJURY ON OTHER EMPLOYMENT

Any employee covered by this Agreement who is injured while working at another job, whether authorized or not by the Authority, and whether self-employed or not, shall not be entitled to collect any sick leave nor accrue any sick or vacation time, or any other time, with the Authority during his absence.

ARTICLE XXIII

VACATIONS

- A. Each permanent full-time employee who has had the length of continuous employment as specified in the following table shall be entitled to the working time shown as vacation pay, at his regular hourly rate of pay:

|   |   |                   |
|---|---|-------------------|
| Up to and including the third (3rd) year -  | - | Ten (10) days     |
| Fourth (4th) through sixth (6th) year -     | - | Twelve (12) days  |
| Seventh (7th) through twelfth (12th) year - | - | Fifteen (15) days |
| Thirteenth (13th) year and later:           | - | Twenty (20) days  |

- B. Eligibility for vacation shall be computed as of the last date on which the employment began.
- C. Vacations shall be scheduled, to the greatest extent possible, according to the needs of the Authority by seniority within classification and location.
- D. 1. Vacations shall accrue on a monthly basis to the total number of days specified in Paragraph A above.
2. Vacations shall be taken at a minimum of one (1) week at a time unless the Authority approves less at its option.

3. Employees shall submit vacation requests by March 1 of any calendar year. Vacation requests other than as scheduled by March 1 will be reviewed by the Authority on a case-by-case basis.
  4. If vacations are not taken during the vacation year earned, vacation days may accrue at the option of the Authority or the employee to a maximum of twenty-four (24) months' worth of vacation. Requests to accrue beyond twenty-four (24) months' worth of vacation days shall be reviewed by the Authority on a case-by-case basis.
  5. If, due to the exigencies of the work situation, the Authority requests an employee to forego his vacation, then the Authority may approve an accrual greater than twenty-four (24) months' worth of vacation.
  6. No vacation may be taken during an employee's probationary period.
  7. Vacation pay shall be paid in advance, provided proper advance notice is given to the Authority, and provided the vacation is for at least one (1) week.
- E. No employee who was employed prior to the signing of this Agreement shall have his current vacation days reduced by virtue of Paragraph A above.



**ARTICLE XXIV**

**SICK LEAVE**

- A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every full month of service. Unused sick days may be accumulated without limitation. Employees may "buy back" accumulated unused sick leave on the basis of one (1) day's pay for each day accumulated, for those days accumulated in excess of forty-five (45) days only. The minimum buy-back shall be one (1) full day. This plan shall be administered in accordance with Authority rights and regulations, as shall a separate benefit relating to unused sick time at retirement.
- B. Sick leave shall be defined as follows:
1. Exposure to a contagious disease that would endanger the health of co-workers, or absence from duty due to illness or injury.
  2. Presence of illness in the immediate family which requires the employee's personal care. Immediate family shall be defined as any blood relative who resides as a regular member of the employee's household. A maximum of three (3) sick leave days may be used for this purpose; however, due to extenuating circumstances, this period may be extended in the discretion of the Authority.

- C. During an employee's probationary period, sick leave may be accrued but no paid sick leave will be given during this period. Sick leave is not advanced and cannot be used until it is earned.
- D. Supervisors may, in their own discretion, ask for medical proof of illness. In any event, a medical report from a practicing physician will generally be required to substantiate sick leave absences of three (3) days or more. Abuse of sick leave or "patterned illness" shall be cause for disciplinary action up to and including dismissal.
- E. In the event of a work-incurred injury, an employee must apply for Workers' Compensation benefits. An employee shall be paid his full regular salary to the extent of his accumulated sick leave only, provided that he turns over to the Authority any and all Workers' Compensation benefits. Only the difference between such Workers' Compensation benefits and the employee's full regular salary shall be charged against accumulated sick leave.
- F. At no time may an employee collect more than his full regular salary.
- G. If an employee uses up his accumulated sick leave, he may then use any unused vacation time on the same basis as in paragraph E above, or he may elect to go on unpaid leave of absence and retain any Workers' Compensation benefits to which he is entitled.

- H. The Authority reserves the right to assign "light duty work" to an employee, at its option.
- I. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician chosen by the Authority, or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a Judgment in the Division of Worker's Compensation, establishing such further period of disability, and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.

ARTICLE XXV

CALL-IN PAY

- A. If an employee is required to return to work in addition to his regularly scheduled work hours, it shall be considered a "call in."
- B. Any employee "called in" in accordance with Paragraph A above shall receive a minimum guarantee of two (2) hours work or pay in lieu thereof at straight time.
- C. There shall be no pay for travel time under this Article.

ARTICLE XXVI  
CODE OF CONDUCT

- A. Each employee agrees to abide by the New Jersey State Department of Environmental Protection Standards of conduct, as provided in N.J.A.C. 7:9-15.23, and any revisions thereto.
- B. In addition to the Standards mentioned in Paragraph A, each employee shall follow the following guidelines:
1. No employee shall engage in any activity which interferes with the full performance of his duties and responsibilities.
  2. No employee shall have direct or indirect financial interest that conflicts with his Authority duties and responsibilities or shall engage in a financial transaction as a result of relying on information obtained through his employment.
  3. No employee shall use or allow the use of Authority property of any kind for other than officially-approved activities.
  4. No employee shall use or allow the use of official information gained through employment for furthering a private interest.
  5. No employee shall report for duty while under the influence of alcohol or any other drugs which could

adversely affect the employees performance, or engage in any gambling activity while on Authority-owned or Authority-leased property.

6. No employee shall engage in any act of violence causing damage to property or injury to individuals while on duty or on Authority-owned or Authority-leased property.
7. Inasmuch as the Authority is a public body and subject to Federal and State regulations, it is imperative that no employee shall engage in any criminal or disgraceful conduct which could prove prejudicial to the Authority.
8. No employee shall solicit or accept, whether directly or indirectly, or through his spouse or any member of his family, any compensation, gift, favor or service of value which he knows or should know is offered or obtained to influence him in the performance of his public duties and responsibilities. The acceptance of infrequent business meals of nominal value does not fall into such a category.

ARTICLE XXVII

POLITICAL ACTIVITY

- A. The Authority is a Federally-funded project and, as such, employees are subject to provisions of the "Hatch Act" regulating political activities.
- B. Examples of the activities which are prohibited are as follows:
1. Using your official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.
  2. Directly or indirectly coercing, attempting to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party, committee or organization, agency or person for political purposes.
  3. Being a candidate for elective office as a partisan candidate representing a national or State political party.
- C. Employees may be candidates for local school boards or non-partisan local government offices, since the provisions of the Hatch Act only prohibit activity in a solely partisan situation.
- D. In addition to the provisions of the Hatch Act, no Authority employee shall directly or indirectly use or seek to use his authority or influence of his position to control or modify

the political action of another person, and no Authority employee shall during the hours of duty, engage in political activity; nor shall he at any other time participate in political activities so as to impair his usefulness in the position in which he is employed. To avoid misunderstandings and potential loss of Federal funds, an employee should discuss any potential political activity with his Department or Division Director.



ARTICLE XXVIII

HOURS OF WORK AND OVERTIME

- A. The normal workweek for Authority employees shall be five (5) eight (8) hour days within the period commencing 12:01 a.m. Sunday and terminating midnight Saturday. The specific shifts shall be scheduled as needed by the Authority.
- B. Work schedules shall be posted on bulletin boards at least three (3) days in advance. However, the Authority reserves the right to make changes due to emergencies. The Authority agrees that it shall not indiscriminately adjust shifts solely to avoid overtime.
- C. Work in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated at the rate of time and one-half (1 1/2) the base rate of pay. However, there shall be no pyramiding or duplication of overtime payments.
- D. For the purposes of computation of overtime, only those hours actually worked shall be counted, with the exception of regular holidays, which will be counted.
- E. Insofar as practicable, the Authority will distribute overtime work as equitably as possible, first within classification and location to employees qualified and available.
- F. In order to be compensable, all overtime must be approved by the Supervisor.

- G. All employees shall be expected to work a reasonable amount of overtime when requested.
- H. All employees shall be entitled to a one-half (1/2) hour non-paid meal period per shift. The eight (8) hour day in Paragraph A, above, shall be exclusive of the meal period.
- I. For the purposes of Paragraph C, above, a work day shall be defined as the twenty-four (24) hour period beginning with 12:01 a.m. and ending with 12:00 midnight.
- J. There shall be one (1) ten (10) minute paid break during the first part of the shift, and one (1) ten (10) minute paid break during the second part of the shift. In addition, a five (5) minute paid wash-up period will be provided before lunch and before quitting time. Those employees who need a shower (as determined by the Authority), shall be given a fifteen (15) minute period at the end of the day.

ARTICLE XXIX

DRESS CODE

- A. Employees covered under this Agreement shall wear uniforms provided by the Authority and appropriate work shoes. In some cases, while working with dangerous chemicals, additional safety equipment may be required. Supervisors shall advise their staff as to required safety equipment.
- B. The Authority shall provide reimbursement for safety shoes for those employees who are required to wear them upon presentation of proof of purchase. It is understood that this allowance may be used for more than one (1) pair of shoes, but shall not exceed sixty \$(60.00) dollars per year in total (maximum). The maximum will increase by twenty (\$20.00) dollars in 1991 to eighty (\$80.00) dollars per year, and by an additional twenty (\$20.00) dollars in 1992 to one hundred (\$100.00) dollars per year.
- C. The Authority shall provide each employee with six (6) summer tee shirts as part of their uniform.

ARTICLE XXX

SHIFT DIFFERENTIAL

Employees working the regular afternoon shift shall receive a straight-time pay differential of five (5%) percent. Employees working the regular midnight shift shall receive a straight time pay differential of six (6%) percent.

ARTICLE XXXI

EDUCATION AND TRAINING

- A. The Authority may request that an employee enroll in job-related training courses. The employee may also take the initiative and request that the Authority sponsor employees in courses which are considered to be job-related. This request is made by submitting a completed "Tuition Aid Request Form" through his Supervisor to the Executive Director for approval.
- B. Upon authorization by the Executive Director, the cost of tuition and required text books for these job-related courses will be borne by the Authority. Where possible, courses will be taken on the employee's time.
- C. Normally, evidence of passing grades and a properly executed and documented voucher must be submitted to the Accounting Department in accordance with the Authority's Billing Procedure to obtain this payment; however, the Executive Director may, in his discretion, authorize payment in advance.
- D. The Authority will not participate in any general education or post-graduate courses which are not directly job-related.
- E. The decision of the Executive Director with respect to the approval or denial of requests to take courses shall be on a case-by-case basis and shall not be precedential.

F. The Authority shall attempt to arrange working hours on a flexible basis for those employees who desire to attend approved training courses on their own time.

ARTICLE XXXII

MILITARY LEAVE

- A. Authority employees in the military reserves are granted Military Leave to fulfill their military obligations. This leave is not charged against the employee's annual leave.
  
- B. During the period of service in the military reserves, the employee is paid the difference, if any, between his salary with the Authority and that received from the military.
  
- C. The employee must furnish a copy of his orders to the Authority and if supplemental salary is requested from the Authority, the employee must furnish proof of the amount of salary received from the military for the period of his service.

ARTICLE XXXIII

MEDICAL COVERAGE

- A. The Authority shall continue to provide the following coverages at no cost to the individual employees:
1. Blue Cross Hospital Service Plan
  2. Blue Shield Medical-Surgical Plan
  3. Extended basic out-patient benefits and extended basic benefits (Rider 3)
  4. Major Medical Insurance by Prudential Insurance Company of North America.
- B. Employees may elect to subscribe to a "HMO" program in which the Authority is participating. For such employees, the Authority will contribute an amount up to the cost of the coverage as outlined in Paragraph "A" of this Article; the balance shall be paid by the employees. Enrollment in "HMO" programs will be available once per year in January, with coverage to be effective on May 1st of that year.
- C. It is the understanding of the parties that, effective during 1981, the New Jersey State Disability Plan is available to the Authority as a covered employer. As soon as practicable after the date hereof, the Authority shall contribute to a maximum of forty-five (\$45.00) dollars per annum per employee as per the State Plan Provisions. It is



expressly understood that the maximum limitation herein does not preclude a lesser payment, and it is understood to be a material and essential part of this paragraph.

D. The Authority reserves the right to change carriers or to self-insure, at its option.

E. In addition to the coverages outlined in Paragraph A, above, a medical expense "bank" of \$325.00 per annum will be established for each single employee and \$375.00 per annum for each employee with dependents. This bank may be drawn upon by the employee to meet any bona fide dental or prescription eyeglass expense incurred by the employee or any of his/her legal dependents. Included as permitted expenses are deductibles and prescriptions (provided the employee is not covered for prescriptions), pursuant to the Authority's current regulations. The maximum deductible shall be \$100.00 (single) and \$200.00 (family). Payment will be made by the Authority's Accounting Department upon submission of paid bills. The amounts specified shall increase by twenty-five (\$25.00) dollars per annum on January 1, 1991 (to \$350.00 and \$400.00) and by twenty-five (\$25.00) dollars per annum on January 1, 1992 (to \$375.00 and \$425.00).

No cash benefits will be paid from this bank on termination or cessation of service for any reason.

During the first year of employment, an employee is entitled to a pro rata share of the medical bank. Any balance in the employee's medical bank at the end of the calendar year shall be carried forward to the next year, up to a maximum of \$1,500.00 total. Any employee who had money removed from his bank in 1990 due to his exceeding the prior maximum shall have it restored.

This plan shall be administered in accordance with the Authority's rules and regulations.

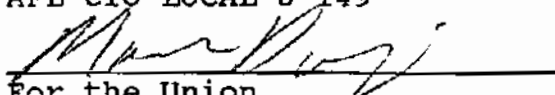
ARTICLE XXXIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1990, and shall be in effect to and including December 31, 1992. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals at Bayville, New Jersey on this first day of March, 1991.

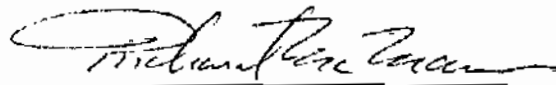
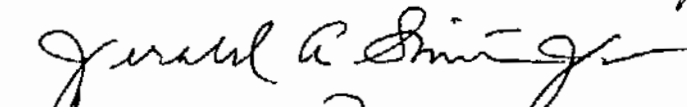

OIL, CHEMICAL AND ATOMIC  
WORKERS INTERNATIONAL UNION  
AFL-CIO LOCAL 8-149

  
For the Union

OCEAN COUNTY UTILITIES  
AUTHORITY

  
For the Authority

WITNESS:

WITNESS:

  
1st Rep. Peter A. Sutskan

ARTICLE XXV - HOURLY SALARIES

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| Position                    | 1990   |        |        | 1991   |        | 1992   |        |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|
|                             | 1-1-90 | 7-1-90 | 9-1-90 | 1-1-91 | 9-1-91 | 1-1-92 | 9-1-92 |
| SMP Maintenance Tech. 4     | 14.42  |        |        | 15.29  | 15.54  | 16.47  | 16.72  |
| SMP Maintenance Tech. 3     | 12.98  |        |        | 13.76  |        | 14.58  |        |
| SMP Maintenance Tech. 2     | 11.68  |        |        | 12.38  |        | 13.12  |        |
| SMP Maintenance Tech. 1     | 10.36  |        |        | 10.98  |        | 11.64  |        |
| SMP Controller              | 14.42  |        |        | 15.29  | 15.54  | 16.47  | 16.72  |
| SMP Controller Tech.        | 12.69  | 13.20  |        | 13.99  | 14.24  | 15.09  | 15.34  |
| SMP Boiler Controller       | 14.42  |        |        | 15.29  | 15.54  | 16.47  | 16.72  |
| SMP Boiler Controller Tech. | 12.69  | 13.20  |        | 13.99  | 14.24  | 15.09  | 15.34  |
| Electrician                 | 12.70  | 13.21  | 13.46  | 14.27  | 14.52  | 15.39  | 15.64  |
| *Aide 4                     | 12.11  | 12.59  |        | 13.35  |        | 14.15  |        |
| *Aide 3                     | 11.18  | 11.63  |        | 12.32  |        | 13.06  |        |
| *Aide 2                     | 10.47  | 10.89  |        | 11.54  |        | 12.23  |        |
| *Aide 1                     | 9.77   | 10.16  |        | 10.77  |        | 11.42  |        |
| Instrumentation Tech.       | 12.70  | 13.21  | 13.46  | 14.27  | 14.52  | 15.39  | 15.64  |
| *Aide 3                     | 12.11  | 12.59  |        | 13.35  |        | 14.15  |        |
| *Aide 2                     | 11.18  | 11.63  |        | 12.32  |        | 13.06  |        |
| *Aide 1                     | 10.47  | 10.89  |        | 11.54  |        | 12.23  |        |
| Operator 4                  | 12.70  | 13.21  | 13.46  | 14.27  | 14.52  | 15.39  | 15.64  |
| Operator 3                  | 11.81  | 12.28  | 12.53  | 13.28  | 13.53  | 14.35  | 14.60  |
| Operator 2                  | 10.93  | 11.37  | 11.62  | 12.31  | 12.56  | 13.32  | 13.57  |
| Operator 1                  | 10.61  | 11.03  | 11.28  | 11.96  | 12.21  | 12.94  | 13.19  |
| *Operator Trainee 3         | 10.34  | 10.75  |        | 11.40  |        | 12.08  |        |
| *Operator Trainee 2         | 10.09  | 10.49  |        | 11.12  |        | 11.79  |        |
| *Operator Trainee 1         | 9.20   | 9.57   |        | 10.14  |        | 10.75  |        |
| Mechanic/Welder             | 11.87  | 12.32  | 12.57  | 13.30  | 13.55  | 14.33  | 14.58  |
| Mechanic                    | 11.37  | 11.82  | 12.07  | 12.80  | 13.05  | 13.83  | 14.08  |
| *Aide 4                     | 10.77  | 11.20  |        | 11.87  |        | 12.59  |        |
| *Aide 3                     | 10.18  | 10.59  |        | 11.22  |        | 11.90  |        |
| *Aide 2                     | 9.71   | 10.10  |        | 10.70  |        | 11.35  |        |
| *Aide 1                     | 9.39   | 9.77   |        | 10.35  |        | 10.97  |        |
| Carpenter/Mason             | 11.37  | 11.82  | 12.07  | 12.80  | 13.05  | 13.83  | 14.08  |
| Lab Tech                    | 11.37  | 11.82  | 12.07  | 12.80  | 13.05  | 13.83  | 14.08  |
| *Aide 3                     | 10.84  | 11.27  |        | 11.95  |        | 12.67  |        |
| *Aide 2                     | 10.24  | 10.65  |        | 11.29  |        | 11.97  |        |
| *Aide 1                     | 9.36   | 9.73   |        | 10.32  |        | 10.94  |        |
| Painter                     | 10.72  | 11.15  | 11.40  | 12.08  | 12.33  | 13.07  | 13.32  |
| Aide 2                      | 10.20  | 10.61  |        | 11.24  |        | 11.92  |        |
| Aide 1                      | 9.68   | 10.07  |        | 10.67  |        | 11.31  |        |
| Metering Tech. Assist.      | 9.96   | 10.36  |        | 10.98  |        | 11.64  |        |

\* Positions marked with an asterisk are considered training positions. Progression from one level to the next depends upon a variety of factors such as time in position, performance, additional skill and training, and the discretion and approval of the Authority's management. These increments are not automatic. Attitude, attendance and other subjective criteria will also be considered by the Authority.

In order to move to the next increment, a minimum of forty (40) hours of acceptable training per year is necessary to satisfy the training portion of the requirement; all courses must be approved by the Authority's management in advance and proof of completion of courses at satisfactory levels will be required.

ARTICLE XXXV - HOURLY SALARIES

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| Position               | 1990   |        |        | 1991   |        | 1992   |        |
|------------------------|--------|--------|--------|--------|--------|--------|--------|
|                        | 1-1-90 | 7-1-90 | 9-1-90 | 1-1-91 | 9-1-91 | 1-1-92 | 9-1-92 |
| Septage Operator       | 10.34  | 10.75  |        | 11.40  |        | 12.08  |        |
| Articulated Driver     | 9.98   | 10.38  | 10.63  | 11.27  | 11.52  | 12.21  | 12.46  |
| Incinerator Operator   | 9.72   | 10.11  |        | 10.72  |        | 11.36  |        |
| Equip. Operator-Lines  | 9.72   | 10.11  | 10.36  | 10.98  | 11.23  | 11.90  | 12.15  |
| Solids Equip. Operator | 9.72   | 10.11  |        | 10.72  |        | 11.36  |        |
| Waste Water Sampler    | 9.20   | 9.57   |        | 10.14  |        | 10.75  |        |
| Utility Worker 3       | 9.20   | 9.57   |        | 10.14  |        | 10.75  |        |
| Utility Worker 2       | 8.67   | 9.02   |        | 9.56   |        | 10.13  |        |
| Utility Worker 1       | 8.06   | 8.38   |        | 8.89   |        | 9.42   |        |
| Laboratory Courier     | ***    | ***    | ***    | 8.42   |        | 8.93   |        |