

New Contract Contract no. 1729

(R)

A G R E E M E N T

Between

OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY

and

OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY ASSOCIATION

(Water Division)

October 1, 1990 through September 30, 1992

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PREAMBLE

THIS AGREEMENT is made and entered into this *first* (1st) day of October, 1990, by and between OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY, a corporation of the State of New Jersey, (hereinafter called the "AUTHORITY"), and OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY ASSOCIATION (WATER DIVISION) (hereinafter called the "ASSOCIATION").

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ARTICLE I
GENERAL PROVISIONS

It is not the intent that any provisions of this contract shall violate any Act, Statute or Law which may be pertinent thereto.

ARTICLE II

RECOGNITION

Section 1

a. The Authority hereby recognizes the Association as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for all blue and white collar employees in the Water Division in the classifications appended hereto as Appendix A who are employed by the Authority, excluding all supervisors, managerial executives, confidential employees, and all other employees of the Authority.

b. In the event new job classifications are created by the Authority, which the Association wishes to represent under this Agreement, the Association may make request for such representation to the Authority. If the Authority so agrees, the classifications will be included in this Agreement by an amendment. If there is no agreement on the inclusion of such titles, either party to this Agreement, or both, may file a petition of unit clarification with the Public Employment Relations Commission.

Section 2

Unless otherwise indicated, the term "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females.

ARTICLE III
HIRING OF NEW EMPLOYEES

Section 1

The management of the Authority shall be the final judge of a new employee's qualifications for employment.

Section 2

Within one (1) month after hiring of any new employee, the Authority shall notify the Association of the employee's name, department assignment and residence address. Each employee covered by this Agreement may become a member of the Association sixty (60) calendar days after such hiring. The first sixty (60) calendar days of employment shall be a probationary period for new employees. The Authority shall have the right to discharge any new employee during the new employee's probationary period, and such discharge shall not be subject to arbitration. The Authority may extend the probationary period of operators only for a period of up to an additional thirty (30) calendar days beyond the aforesaid sixty (60) calendar days.

ARTICLE IV

ASSOCIATION RIGHTS AND DUES DEDUCTION

Section 1A.

Dues - Members

a. The Authority hereby agrees to deduct from the salaries of its employees covered by this Agreement dues for Association membership in compliance with N.J.S.A. 52:14-15.9 (e), as amended. Said monies, together with records regarding any corrections, shall be transmitted to the Association office by the end of each monthly pay period in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Association shall furnish to the Authority written notice thirty (30) days prior to the effective date of such change on stationery bearing the Association letterhead.

b. Any employee by this Agreement may withdraw his authorization for the deduction from his salary of such dues, in writing, by filing a notice of such withdrawal with the Comptroller of the Authority and with the President of the Association. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date upon which notice of withdrawal is filed.

c. The Association will provide the necessary check-off authorization forms and secure the signatures of its members on said forms and deliver said forms to the designated Authority officials, as provided for in N.J.S.A. 52:14-15.9(e), as amended.

d. The Association will indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards submitted by the Association to the Authority or any action taken by the Authority under provisions of this Article. Similarly, the Authority will indemnify, defend, and save the Association harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the deduction of dues for Association membership which are made in error by the authority under provisions of this Article.

Section 1B.

Dues - Agency Fee

a. Representation Fee

The Authority agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the authority.

b. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the

dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership fees, dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Authority. The Association represents that the fair share fee representation fee is eighty-five (85%) percent of the membership dues.

c. Challenging Assessment Procedure

(1) The Association agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

(2) In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Authority pending final resolution of the challenge.

d. Payment of Fee

The Authority shall deduct the fee from the earnings of the employee and transmit the fee to the Association on a weekly basis during the term of this Agreement.

e. Association Responsibility

The Association assumes the responsibility for

acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

f. Indemnification

(1) The Association 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 fair share information furnished by the Association or its representatives. Similarly, the Authority shall indemnify, defend, and save the Association harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of representation fees which are deducted from employees in error by the Authority under provisions of this Article.

(2) Any action engaged in by the Association, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

Section 2

a. The authority shall provide one bulletin board for white collar employees and one at each plant for blue collar employees for the purposes of Association business.

b. Notice of Association meetings, official Association business, Association social, recreational or

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educational events shall be the material posted by the Association. Such notices shall be signed by the Association president prior to posting. No notices of a political nature, nor notices disrespectful to the Authority or officials of the Authority shall be posted on said bulletin boards.

Section 3

The Association shall have the right to accompany and represent any member of the bargaining unit who is required to meet with a member of management or the Authority and/or its agent(s) when the employee has reason to believe that disciplinary action may occur as a result of said meeting. Said representation shall be without loss of pay. The Association, at its sole discretion, shall have the right to its labor or legal representative at no expense to the Authority.

This shall not be inferred as requiring a representative to accompany any employee requested to meet with a supervisor or member of management for the purpose of discussing normal routines of the day to day operation, including normal conversations of directions and means of job improvement.

Section 4

The Association shall have the right to receive copies of information necessary to carry out its functions as a bargaining agent. Said information shall include, but not limited to copies of budgets and audit reports, bond prospectus, Authority policies, rules and regulations, personnel information, and personnel files which may be applicable and germane to the

processing of grievances. In the case of personnel files, the Association shall present a written release from the person(s) whose file(s) is/are being requested. The Association shall hold the Authority harmless in that regard.

A reasonable copying charge of the Association may be required.

Section 5

All of the aforementioned rights within this Article, along with all other rights traditionally extended to labor organizations, shall be extended solely and exclusively to the Association.

ARTICLE IV-A
NON-DISCRIMINATION

Section 1

The Authority and the Association agree that there shall be no discrimination against any employee because of race, creed, age, color, sex, national origin or political affiliation.

Section 2

The Authority and the Association agree that all employees covered under this agreement shall have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. Neither party shall discriminate, interfere, transfer, demote or discharge any employee solely because of the employee's membership or non-membership or activity in the Association. Neither party will apply or interpret the provisions of this Agreement contrary to the applicable law pertaining to equal employment opportunity and non-discrimination.

ARTICLE V

SENIORITY

Section 1

Seniority is defined as an employee's length of service with the Authority beginning with the employee's last date of commencing work with the Authority, except as otherwise provided in the following two (2) sentences. After two (2) years of employment with the Authority, an employee who is then laid off or resigns will have his length of service frozen for a period of up to one (1) year of a lay-off or resignation during which time no seniority shall accrue. In the event the employee is returned to work from layoff or re-employed by the Authority within the year, he shall resume the seniority he had prior to the lay-off or resignation. In no event shall the aforementioned seniority provisions apply to an employee who has been terminated. Seniority within a department entitles an employee to preference in vacations as noted in ARTICLE XIV, 4, and assignment of overtime on a rotating basis as noted in ARTICLE XII-A, 5. Overall seniority shall prevail as to lay-offs and rehires, with seniority applying separately among clerical employees and blue collar workers. Employees laid off shall be trained by the Authority to perform any remaining work not requiring a specific license, degree, accreditation, or long term training, prior to hiring any new employees to perform such work. Said training period shall not exceed three (3) months in duration and the obligation of the Authority to so train shall cease one (1) year following the layoff. Further, said training shall be separate

for clerical employees and blue collar employees.

Section 2

An employee who is promoted to a higher job category shall be considered on probation in that category for a period not more than ninety (90) days after the promotion. At the end of the ninety (90) days, the employee will be eligible to take a written and/or on-the-job test administered by the authority to determine if, in the opinion of the Authority, the employee is fully qualified for the higher category. If the Authority so determines, the employee shall be permanently assigned to that category.

Section 3

An employee who is promoted to a higher category of work and who is later determined no later than at the end of a ninety (90) day probation period, in the opinion of management, to be incapable of holding the new position shall be returned to his former position and pay status without loss of seniority or any other benefit specifically provided for in this Agreement.

Section 4

An employee shall lose previously accumulated seniority under the following circumstances:

- a. Discharge for cause
- b. Absence without leave for five (5) consecutive days or failure to notify the Authority regarding return from any

leave of absence without extenuating circumstances.

c. Layoff or resignation except as provided in Section 1 above.

Section 5

Where there is a vacancy in a position or where a new position is established, such vacancy or new position is to be filled, must be posted for bid in each department and location throughout the Authority. All employees shall have the right to bid on each such position. Copies of all job bids shall be sent to the Executive Director of the Authority and the President of the Association. All jobs shall be awarded in a timely fashion at the end of the bidding period (bidding period shall be for a minimum period of one (1) week). When a position is awarded, a copy of the letter of award will be forwarded to the successful bidder as well as the Association President.

Section 6

"In making promotions, where all other measurable qualifications are equal, seniority shall be a prime factor."

Section 7

When an increase in wages occurs due to assignment to a higher pay category, that employee shall move to his new position with the number of years remaining the same. Anniversary dates will not be changed; any change in the number of years credited to an employee under the salary schedule will not be considered

years of service with the Authority for any other purpose under the contract.

Section 8

Employees must meet the working time requirements of the position without any interference by personal matters or personal business, including temporary or part-time employment elsewhere.

Section 9

"For purposes of lay-offs and bumping, vacation selection, and promotions overall seniority with the Authority within either blue collar or clerical units shall prevail. For all other matters, for example shift selection, overtime list rotation placement, etc., departmental seniority shall prevail."

ARTICLE VI
LEAVES OF ABSENCE

Section 1

Upon written request to the Authority and for good cause, employees may be given a written leave of absence without pay not exceeding six (6) months, which may be extended by agreement for similar terms. Such leave shall not be arbitrarily withheld by the Authority. The Authority, however, need not grant a leave of absence to permit an employee to take other full time employment. If an employee during such leave of absence takes other full time employment, then the employee shall be subject to discharge.

Section 2

Employees granted leave of absence under Section 1 above shall not lose their previously accumulated seniority. However, seniority will not accrue during the time spent on leave of absence. The employee will be entitled to return to work with the previously accumulated seniority to his former job category without loss of any other benefit specifically provided for in this Agreement. In the event the leave of absence exceeds thirty (30) days, such employees shall not be entitled to medical coverage but such employee shall have the option of extending coverage by paying the premiums for such coverage at the group rate. Such arrangements must be made prior to the start of leave with the Authority.

Section 3

Maternity leave shall be granted for up to six (6) months being covered under the sick leave portions of this Agreement and up to an additional four (4) months to be without pay. The two (2) months under sick leave provisions shall be one (1) month after the birth of the child unless extended pursuant to law. All applications for maternity leave shall be in writing to the Executive Director and shall contain when the maternity leave will commence and terminate.

ARTICLE VII

STRIKES AND LOCKOUTS

Section 1

The Association and employees covered by this Agreement hereby covenant and agree that neither the Association nor any person acting on its behalf shall authorize or support any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slow-down , walk-out or other illegal job action/against the Authority.

Section 2

In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activities by any employee shall be deemed grounds for discipline including possible termination of such employee (s), which discipline may be imposed by the Authority, taking into consideration the circumstances, including but not limited to the participation, work record and length of service of the employee(s) involved.

Section 3

The Association and its members hereby agree that it will make every reasonable effort to prevent people covered by

this Agreement from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Authority and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Authority provided no major financial expenditure is required by the Association.

Section 4

There shall be no lockout by the Authority.

Section 5

Nothing contained in this Agreement shall be construed to limit or restrict the Authority or the Association in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach by the Association or its members or by the Authority.

ARTICLE VIII
SECURITY OF TENURE

Section 1

Employees may be discharged for just cause except that probationary employees (other than those who have been promoted on a probationary basis) do not have recourse to the grievance procedure with respect to discipline or termination. The Association shall be promptly notified in writing of the discharge of an employee. In the event the Association disputes the discharge, the Association shall notify the Authority in writing within seven (7) calendar days after it has received written notification of the discharge.

Section 2

In the event the Association is not satisfied with the results of the discussions, the Association may file a request, within seven (7) calendar days thereafter with the Public Employment Relations Commission, requesting that a list of arbitrators be furnished regarding the matter. In the event the matter is processed to arbitration, the arbitrator shall have the authority to : uphold the discharge, reinstate the employee with no back pay or accrual of benefits, reinstate the employee with full back pay and accrual of benefits, reinstate the employee with full back pay and accrual of benefits, or reinstate the employee with partial back pay and accrual of benefits.

Section 3

If, in the opinion of the Authority, it becomes

necessary to lay off any employees, such layoff will be made on the basis of seniority, providing the remaining employees have the ability to do the work. In such case, overall seniority will prevail as to the employe or employees to be laid off either the seniority applying separately among the clerical employees and the blue collar employees. Employees to be laid off will be given forty-five (45) days advance written notice.

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ARTICLE VIII-A
ASSOCIATION REPRESENTATION

Section 1

The Association shall furnish the Authority with the names of its officers, stewards and grievance committee.

Section 2

A representative of the Association from may participate in all meetings with the Authority as a member of the grievance committee. Representation shall be from grievance committee, officers or legal counsel.

Section 3

Any Association representative designated under Article IX, Section 1, and any aggrieved person or persons, of required by the Authority to meet with representatives of the Authority concerning grievances during their working time, shall suffer no loss in pay. Such representative and/or aggrieved person shall give the employee's supervisor notice prior to said meeting so arrangements can be made to relieve the employee from duty, due consideration being given to the operational needs of the Authority.

Section 4

Association representatives designated to enter on the Authority property for the purpose of investigating any grievance must request permission in advance of the supervisor of the department. The supervisor shall grant such authority at a mutually convenient time provided due consideration is given to the operational needs of the Authority.

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Section 5

Presentation of a grievance pursuant to Section 2 of Article IX shall be presented on Authority time, that is, the oral presentation to the employee's supervisor.

Section 6

A conference concerning the grievance pursuant to any other section of Article IX will be within one (1) hour before, during, or immediately after the employee's shift.

ARTICLE IX

GRIEVANCES

Section 1

Any dispute or disagreement between the parties hereto as to the meaning or the application of the terms of this Agreement or as to any facts calling for the application thereof shall be subject to this adjustment as provided in this Article.

Section 2

An Association representative and the employee(s) involved shall present in writing the grievance to the employee's immediate supervisor no later than seven (7) calendar days after the occurrence causing the grievance, or when the individual or Association should have reasonably known of the occurrence. A written response shall be made within seven (7) calendar days thereafter to the affected employee(s) and the Association by said supervisor.

Section 3

If no satisfactory settlement is reached under Section 2, the grievance shall be submitted in writing within seven (7) calendar days to the affected employee(s) superintendent. The reply to such grievance shall be made in writing to the Association and the affected employee(s) within seven (7) calendar days after receipt of such grievance from the Association.

Section 4

If no satisfactory settlement is reached under Section 3, the Association shall within seven (7) calendar days of the

receipt of the Authority's reply in writing request a conference with the Executive Director of the Authority. The conference shall be scheduled with the Executive Director, or his designee, within fourteen (14) calendar days after receipt of the request from the Association. Within fourteen (14) calendar days following such conference, the Executive Director or his designee shall be given a written response to the Association.

Section 5

If no satisfactory settlement is reached under Section 4, then either party may submit the matter to arbitration within fourteen (14) calendar days by filing a request with the Public Employment Relations Commission requesting that a list of arbitrators be furnished to the Association and the Authority.

Section 6 - Arbitration Procedure

a. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.

b. The fees and expenses of the arbitrator shall be borne equally by the parties. The aggrieved and one (1) representative of the Union shall suffer no loss of regular straight time pay for attendance and participation in the arbitration hearing(s). Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

c. The arbitrator shall be bound by the terms and conditions of this agreement and shall not have any power to add, subtract from, or in any way modify any of the terms of this

Agreement.

d. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding upon the parties, subject however, to any applicable statutes and case law available to parties.

Section 7

"The Association may file a grievance on behalf of itself, an individual, or group of individual."

ARTICLE X
DISCIPLINARY ACTIONS

Section 1

Management personnel who believe that an employee has not conformed to the letter or spirit of the Authority's policies or rules, or to specific instructions given to him, or has failed to act properly, shall first discuss the matter privately with the employee concerned.

Section 2

The matter will be privately discussed with the employee(s) concerned and, if possible, at a minimum, an assurance should be obtained that there will be no repetition of the incident or similar incidents by the employee(s).

Upon receipt of appropriate assurances from the employee(s) concerned, the department or supervisor may determine that no further action should be taken.

Section 3

In the event that the department head or supervisor determines the offense to be sufficiently serious for consideration by the Executive Director, the employee shall be so advised. Thereafter a meeting shall be scheduled involving the employee and, if the employee so desires, an Association representative shall be present.

Section 4

After the conclusion of the meeting and the completion of the investigation, the Executive Director, or his designee, will make a written report within seven (7) calendar days to be

placed in the affected employee's personnel file with a copy being sent to the employee and the Association.

Section 6

Disciplinary actions against employee include the following:

- a. Informal private verbal reproof by the department head or supervisor.
- b. Written memorandum of censure from the supervisor, department head, or the Executive director.
- c. Suspension from duty without pay.
- d. Transfer or demotion.
- e. Separation from service with the Authority.

Section 6

The Executive Director reserves the right to suspend any employee for infractions of rules and regulations of the Authority, with or without the recommendation of the employee's department head or supervisor, for a period not in excess of three (3) days without a hearing. A hearing will, however, be scheduled if the employee so requests, after the suspension. In suspensions in excess of three (3) days, hearings will be held prior to the imposition of the suspension.

Section 7

In the event the Executive Director finds that the employee was improperly suspended, demoted or separated, the employee shall be reinstated without loss of back pay or benefits and the employee's personnel history file shall reflect same.

Section 8

All papers in connection with the disciplinary action against an employee shall be placed in the employee's personnel history file and upon request copies of same shall be given to the Association.

Section 9

"It is agreed that no employee shall be disciplined or discharged without just cause."

ARTICLE XI
WAGES AND LONGEVITY

Section 1(A)

During the term of this Agreement the wages for all positions covered hereunder shall be listed in Schedule 1 annexed hereto and made a part hereof.

Section 1(B)

Employees shall be placed on the pay schedule based on permanent employment date. As each employee reaches his anniversary date, he shall progress to the next step on the next pay period.

Section 1(C)

Effective October 1, 1990, all unit employees shall receive a four (4%) percent wage increase over their September 30, 1990 base salary.

Effective April 1, 1991, all unit employees shall receive a three (3%) percent wage increase over their March 31, 1991 base salary.

Effective October 1, 1991, all unit employees shall receive a four (4%) percent wage increase over their September 30, 1991 base salary.

Effective April 1, 1992, all unit employees shall receive a three (3%) percent wage increase over their March 31, 1992 base salary.

Section 2

The payroll week shall start on Wednesday and end on Tuesday. Wages shall be paid weekly by check and paid on Thurs-

day no later than 2:00 P.M. If Thursday is a legal holiday, wages shall be paid on Wednesday for that week no later than 2:00 P.M.

Section 3

Employees classified as machine operators shall be paid at operator rates in accordance in accordance with Schedule 1 attached hereto.

Section 4

All unit employees shall receive longevity payments which will be based on their base salary, commencing with five (5) full years of service to the Authority and in accordance with the following scale:

5 to 9 years service	2.5%
10 to 14 years service	5.0%
15 to 19 years service	7.5%
20 years and over	10.0%

Only those employees on the payroll and actively employed by the employer or on an approved leave on July 14, 1988 will be eligible to receive the retroactive longevity increases.

Section 5

No part of the wages due an employee shall be withheld from their pay check, except as required by law, or as authorized in writing by the employee.

Section 6

Employees who are off on Friday and employees who work 3rd shift (12:00 a.m. to 8:00 a.m.) on Thursday shall be paid on Thursday.

Section 7

Employees who are requested and agree to carry a beeper will receive in addition to their regular salary a payment of ten

(10) dollars per day. Employees carrying beepers must promptly respond to beeper calls.

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ARTICLE XII

HOURS

Section 1

The regularly scheduled work period for Association employees of the Authority are as follows: Forty (40) hours per week 8:00 a.m. to 4:30 p.m. Monday to Friday (1/2 hour for lunch). Exceptions being the plant operators who shall continue under the existing shift schedule and procedures, and the clerical employees who work according to Section 1(A) below.

Section 1(A)

Clerical employees work thirty-five (35) hours per week 8:30 a.m. to 4:00 p.m. Monday to Friday (1/2 hour for lunch).

Section 2

Management shall reserve the right to change the scheduling of personnel in the meter department for the reading of meters when behind, the field crew for the bi-yearly flushing program and the floating operators for vacation relief and long term disabilities. Notification of schedule changes for the above duties shall consist of one (1) week's notice in writing. Personnel who are required to work hours other than their normally scheduled hours shall be paid the shift differential for those hours as stated in this Agreement.

Section 3

Management further reserves the right to institute and/or discontinue summer hours each year during the period June 1 through September 30 by varying the starting and concluding time of all employees, excluding operators, up to a maximum of

one (1) hour. The institution and/or discontinuance of such summer hours will be made upon not less than one (1) week's notice and may be utilized for all or a portion of the aforementioned four (4) month period.

ASSOCIATES
FRESH SPECIALIST
NEW AGEN
NEW DRIVE
NEW DRIVE 0770

ARTICLE XII-A

OVERTIME

Section 1

Employees working beyond their regularly scheduled work week shall be paid for overtime at the rate of time and one-half (1 1/2) the regular straight time rate of pay for such hours worked, except as otherwise provided in this Article. Time that is paid for, but not worked, shall be considered as "time worked" for the purposes of this section.

Section 2

Employees regularly scheduled to work on Sunday shall be paid at the rate of double time (2) for their normal workday.

Section 3

a. In the event an employee is called out between the hours of 5:00 p.m. and 12:00 a.m., Monday through Friday, for emergency work, that employee shall receive at least two (2) hours' pay at the overtime rate regardless of the time worked.

b. In the event an employee is called out between the hours of 12:01 a.m. and 8:00 a.m., Monday through Friday or on Saturday, Sunday or any holiday, for emergency work, that employee shall receive at least four (4) hours' pay at the overtime rate regardless of the time worked. With respect to Subsections 3a and 3b above, such minimum time shall apply in the event of any call-out, whether it is contiguous with the start of an employee's regular scheduled work day or not. However, said minimum shall not apply to any employee held over for overtime work immediately following and contiguous with the conclusion of

his/her regular scheduled work day.

Section 4

a. Waterman 1 or Waterman 2 who work on a Sunday and certain holidays shall receive two (2) times their regular rate of pay for all continuous hours worked until 8:00 a.m. the following morning.

b. Operators who work on Sunday shall be paid at the rate of two (2) times their regular straight time rate for the Sunday work.

Section 5

Within each department, overtime shall be available to employees on a rotating basis beginning with the senior person in the department.

Section 6

Overtime shall be computed on a fifteen (15) minute basis.

ARTICLE XII-B
NORMAL WORK WEEK

Section 1

All general employees shall work a normal work week of forty (40) hours consisting of five (5) days of eight (8) hours each Monday through Friday, subject to the exceptions in Sections 2 or 3 of this Article.

Section 2

Employees assigned to plant operation (operators) shall work under the existing schedules and procedures.

Section 3

Clerical employees shall work thirty-five (35) hours consisting of five (5) days of seven (7) hours per day Monday through Friday.

Section 4

As additional jobs are created, the Authority shall have the right to assign hours other than as described above.

ARTICLE XIII

HOLIDAYS

Section 1

The following shall be deemed to be holidays for all full time employees:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 9. Labor Day |
| 2. Martin Luther King Day | 10. Columbus Day |
| 3. Lincoln's Birthday | 11. General Election Day |
| 4. Washington's Birthday | 12. Veteran's Day |
| 5. Good Friday | 13. Thanksgiving Day |
| 6. Memorial Day | 14. Day after Thanksgiving |
| 7. Primary Election Day | 15. Christmas Day |
| 8. Independence Day | 16. Day after Christmas |

Section 2

All holidays falling on Saturday shall be observed on the preceding Friday. All holidays falling on Sunday shall be observed the following Monday.

Section 3

Employees scheduled to work on a paid holiday shall be paid at the rate of time and one-half (1 1/2) their regular rate of pay for all hours worked, plus their regular days pay. However, employees scheduled to work on the following holidays shall be paid at the rate of double time (2) their regular rate of pay for all hours worked, plus their regular day's pay: New Year's Day, July 4th, Thanksgiving Day, and Christmas Day.

Section 4

Employees who are regularly scheduled to work on a paid holiday shall not be paid holiday pay if they are absent from work the day before or the day after for unsubstantiated sickness, unless such day was their day off.

Section 5

If an employee is scheduled to work on a holiday and that employee desires to have the holiday off, such employee must make his request to his supervisor, for up to two (2) holidays, not less than seven (7) days prior to the holiday; and with respect to any additional holidays which the employee desires to have off, such employee must make his request to his supervisor not less than fifteen (15) days prior to the holiday.

ARTICLE XIV

VACATIONS

Section 1

Personnel hired prior to May 1 shall receive five (5) working days paid vacation for that year. Personnel hired on or after May 1 shall receive no paid vacation for that calendar year. Thereafter, length of annual paid vacation shall be determined by years of service with the Authority according to the following schedule:

<u>Years of Service</u>	<u>Working Days Paid Vacation</u>
1 to 4	10
5 to 9	15
10 to 15	20
16	21
17	22
18	23
19	24
20	25

Notwithstanding the above, employees hired after October 1, 1990 shall receive vacation as follows:

<u>Years of Service</u>	<u>Working Days Paid Vacation</u>
1 to 4	10
5 to 9	15
10 to 19	20
20	25

Section 2

Increase in vacation time shall occur during the calendar year that years of service with the Authority change in accordance with Section 1 above.

Section 3

Vacations will be granted on the basis of departmental seniority and each department head shall establish his own

vacation schedule in order to maintain the operation of this department.

Section 4

The vacation period of an employee shall be extended by one (1) day for each holiday which falls within the period of the employee's vacation or one (1) additional day's pay for each holiday falling within the period of the employee's vacation. The employee concerned shall notify their supervisor of which method they select prior to the start of their vacation period.

Section 5

Sunday operators who take Sunday for a vacation day shall receive their normal Sunday pay as outlined in Article XII-A, Section 2, of this Agreement. Sunday operators may not take more than five (5) Sundays as a vacation day.

Section 6

a. The vacation selection schedule will be posted in the first week of September and employee selections for vacation shall be made by October 1 for the period January through June. Thereafter, a second vacation schedule will be posted in the first week of February and employee selections for vacation shall be made by March 1 for the period July through December. Employees will be permitted to select the maximum number of working days' vacation during the months of June, July, August and September in accordance with their number of years of service with the Authority as follows:

Ten (10) years service	-	10 days vacation
Fifteen (15) years service	-	10 days vacation
Twenty (20) years service	-	15 days vacation

b. Employees may select up to the aggregate number of working days vacation in single or multiple day blocks of less than five (5) days in duration in accordance with the number of weeks of vacation to which they are entitled as noted below. All other vacation time must be selected in blocks of five (5) working days.

<u>Weeks of Vacation</u>	<u>Single Days</u>
1	2
2	5
3	7
4	8
Over 4 Weeks	10

c. In the event the total number of vacation days to which employees are entitled based upon the number of years of service with the Authority and which could be taken during the months of June, July, August and September exceeds the number of available vacation days, management may reject or alter vacation schedules in accordance with its operating needs, so that no more than one (1) employee from any department is on vacation at any one (1) time.

Section 7

Vacations which cannot be completed by the end of the calendar year will, with the approval of the Director, be carried over into the following calendar year. However, all days which are carried over must be utilized by the end of the first quarter of that year.

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
SUPERVISOR ACQUIS
18 RIVERVIEW DRIVE
TORRINGTON FALLS, NEW JERSEY 07798

ARTICLE XV

SICK LEAVE

Section 1

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, non-job related accident, job related accident where the employee requests to charge the time lost to sick leave, exposure to contagious disease, or attendance upon a member of the employee's immediate family, ill and requiring the care of, or attendance of such employee.

Section 2

Member of the immediate family is interpreted as meaning father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, grandparents or step relations.

Section 3

a. Permanent full-time employees of the Authority shall accrue sick leave on the basis of one (1) day for each month worked during the first calendar year of employment. As of January 1st following the first full year of employment and on every January 1st thereafter, each permanent full-time employee shall receive fifteen (15) sick leave days. Said days shall be accruable as follows: Employees hired prior to October 1, 1990 may accrue a maximum of two hundred and eighty (280) days; Employees hired after that date shall accrue a maximum of one hundred and fifty (150) days. However, during an employee's last year of employment, for reimbursement under Section 8 of this Article, his/her last year's sick leave accrual for cash back

purposes shall be prorated at one and one-quarter (1 1/4) days per month worked into that last year.

b. In addition to the annual sick leave accrual of subsection (a) above, employees shall accrue twelve (12) banked work days (bridge days) as of January 1 of each year following their first year of employment. the maximum accrual shall be forty-eight (48) days. Such banked days shall be no expense to the authority. These days shall be used as a "bridge" plan for any employee who will be utilizing the Disability Plan and shall work as follows:

(1) The employee must exhaust that year's allotment of fifteen (15) annual sick leave days prior to utilizing any bridge days.

(2) Following such time as enumerated in (1) above, the employee will be placed on "bridge" leave until such time as either: the employee is placed on the disability plan; or the employee exhausts the banked "bridge" leave allotment, whichever comes first. If the employee exhausts the "bridge" leave and has no other time off benefits available, then the employee shall be without wages until such time as the disability plan becomes effective.

(3) Should the employee begin to utilize the "bridge" leave and then not need to go onto the disability plan, that employee will "owe" the Authority all "bridge" days utilized and will replace them from future "bridge" leave accrual.

(4) Should an employee leave the services of the Authority while still owing "bridge" days, the Authority shall

have the right to recoup such days prior to the payment of any severance benefits due that employee.

(5) Each employee shall have the right to utilize accrued sick leave, vacation time, compensatory time, or any other accrued time, should they not wish to utilize any "bridge" leave.

c. Present employees will be granted banked work days based upon years of service as follows:

<u>Start of Service</u>	<u>Bank Days</u>
Pre - 1980	48
1981 - 1985	36
1986 - 1989	24
1990 -	12

Section 4

The Authority may require proof of illness from the employee on sick leave where such requirement appears reasonable. The Authority may require such proof for illness of under three (3) consecutive days for any occurrence and a total of under ten (10) in the past year and in such instances, the Authority will pay for the doctor's note. In absences due to illness of three (3) or more consecutive days in any one occurrence or an aggregate of ten (10) or more in any one year, the employee shall furnish a medical note and the employee shall pay for such medical note unless such requirement is waived by the Authority. Abuse of sick leave shall be cause for disciplinary action.

Section 5 - Notification

a. All absences due to illness or disability shall be reported immediately by or for the employee to the Authority Administrator or the Department Head, or his designee, with the

indication of the expected duration of such illness or disability. An employee shall notify his immediate Supervisor or the Supervisor's designee one (1) hour prior to the start of the regularly scheduled shift that the employee is going on sick leave, except where the employee is prevented from making such notification one (1) hour prior to the start of the shift due to an incident in which case the Authority shall be notified as soon as possible.

b. Failure to report absences on the part of any employee may be cause for disciplinary action and may result in the employee's pay being docked for the day.

c. Members of the Authority covered by this Agreement, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement or any subsequent change in their place of confinement. If unable to report such, a relative or other responsible person shall notify the Department with all pertinent facts.

Section 6

For non-work related injuries and illnesses, when an absence due to illness or injury does not exceed two(2) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement by the attending physician. Any absence due to illness or injury in excess of two (2) consecutive days may, in the discretion of the Authority Administrator, Department Head, or their designee, require a written statement from the attending physician. The Authority also reserves the right to require the employee to be examined by

indication of the expected duration of such illness or disability. An employee shall notify his immediate Supervisor or the Supervisor's designee one (1) hour prior to the start of the regularly scheduled shift that the employee is going on sick leave, except where the employee is prevented from making such notification one (1) hour prior to the start of the shift due to an incident in which case the Authority shall be notified as soon as possible.

b. Failure to report absences on the part of any employee may be cause for disciplinary action and may result in the employee's pay being docked for the day.

c. Members of the Authority covered by this Agreement, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement or any subsequent change in their place of confinement. If unable to report such, a relative or other responsible person shall notify the Department with all pertinent facts.

Section 6

For non-work related injuries and illnesses, when an absence due to illness or injury does not exceed two(2) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement by the attending physician. Any absence due to illness or injury in excess of two (2) consecutive days may, in the discretion of the Authority Administrator, Department Head, or their designee, require a written statement from the attending physician. The Authority also reserves the right to require the employee to be examined by

the Authority physician and certified as fit for duty before returning to work. In the event the employee is unfit to report for duty in accordance with the report of the Authority physician, but the employee's physician disagrees, the employee shall be examined by a third physician agreed upon by the Authority and the employee's physician, whose decision shall be dispositive of the matter. In the event the Authority physician and the employee's physician cannot agree upon a third physician, such physician shall be selected by the County Medical Examiner. Should the third physician hold with the Authority physician, then the employee shall pay all expenses. However, should that physician side with the employee's physician, then the Authority shall pay all expenses.

Section 7

Whenever an employee reports being sick, it is understood that the employee will not be otherwise employed or engaged in any outside work or employment during his/her normal work shift.

Section 8

Upon retirement an employee shall receive one half (1/2) day's pay for each accrued sick day (up to a maximum of two hundred and eighty (280) days) at the employee's last rate of pay. Upon the death of an employee, his beneficiary shall not exceed fifteen thousand (\$15,000) dollars..

Section 9

(1) The employee may cash in any number of that calendar year's allotment of sick days which were not utilized as

sick days, from one (1) to ten (10) days with a maximum of ten (10) days, for full pay.

(2) If the employee has at least five (5) days of that calendar year's allotment remaining and has at least twenty-five (25) sick days accrued, then the employee may shelter in a VALIC account, five (5) days pay before taxes, in lieu of receiving payment or in lieu of banking the days. It must be done with a block of five (5) days only however. If the employee has any of that year's allotment remaining then the remaining days may be either cashed in, banked, or any combination thereof.

(3) The Director shall be notified of the employee's intent by November 1st of each year. All cash payments and VALIC deposits shall be made by December 31.

(4) Any sick leave days utilized by the employee after November 1 will either be deducted from the payments listed above, or, if not feasible, deducted from the following year's allotment as of January 1, at the option of the Director.

Section 10

One half (1/2) working day shall be the smallest unit to be considered in computing sick leave used.

Section 11

Sick leave shall not be allowed for such things as ordinary dental care or for any other professional services that may be normally scheduled within the employee's regular time off.

Section 12

Employees who are injured while working must make a

report of such injury to their Department Head as soon as possible. All injuries, however slight they may seem, must be reported within eight (8) hours when possible. If the employee is injured to such an extent that he or she requires medical attention, the Department Head shall report it to the Executive Director or his designee.

Section 13

Any injury requiring a report to the Public Employees Retirement System shall be reported through the Authority.

Section 14

An employee absent due to an on-job injury shall not have such time charged to sick leave, unless requested by the employee. In cases of a disagreement between the employee's treating physician and the compensation physician, the determination of the compensation physician shall be dispositive for an employee's return to work. Any employee deemed eligible to return to work by the comp physician, who remains out of work under orders of his/her treating physician shall be charged sick time from that point until the employee returns to work. This shall ultimately be mitigated by any claims filed by the employee in compensation court.

Section 15

The Authority shall permit the workers compensation insurance carrier to completely handle, process any pay all claims. Employees shall not be reimbursed for money not paid by the workers compensation carrier.

Section 16

Sunday operators who call in sick on a Sunday shall not be paid the Sunday premium.

ARTICLE XVI

BEREAVEMENT

Section 1

In the event of death in the employee's immediate family (which means spouse, parent, brother or sister, or child), the employee shall be granted time off without loss of regular pay from the day of the death or the day after, at the employee's option, for five (5) consecutive working days.

Section 2

For death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, the employee shall be granted time off without loss of pay for the day of death or the day after, at the employee's option for three (3) consecutive working days.

Section 3

For the death of any other relative, the employee shall be granted time off without loss of pay for the day of the funeral for the purpose of attending such funeral.

Section 4

The Authority reserves the right to require proof of death.

Section 5

Bereavement leave may be extended at the discretion of the Director.

ARTICLE XVII

BENEFITS

Section 1

The Authority shall continue to provide life insurance, accidental death and dismemberment benefits, medical, major medical hospitalization insurance, dental, prescription, eye glass and guarantee wage plan programs. A copy of each insurance plan will be furnished, upon request, to the President of the Association.

Section 2

The Authority reserves the right to change insurance companies or to self-insure so long as substantially similar benefits are provided. In the event the Authority decides to change insurance companies or to self-insure, the Association will be notified at least thirty (30) days in advance. A copy of the insurance plan(s) will be furnished, to the President of the Association.

Section 3

The Authority shall supply five (5) summer shirts, five (5) winter shirts, five (5) work pants each year and one (1) work coat and one (1) pair of work shoes, whose cost is not to exceed FIFTY (\$50.00) dollars. Any amount in excess of this amount is to be paid by the employee. Employees shall maintain work clothes at their own expense. Clerical employees shall not receive the above clothing allowance.

Section 3A

Replacement for worn or damaged jackets or shoes shall be on an

as-need basis requiring the approval of the Authority for such replacement. Lost articles shall not be paid for by the Authority.

Section 3B

There shall be a five (5) minute grace period for lateness.

Section 4

Employees shall be entitled to a fifteen (15) minute break for every one-half (1/2) day period of work.

Section 5

Employees shall be entitled to a ten (10) minute wash-up period prior to the end of the work day.

Section 6

Employees who successfully complete approved educational courses directly related to Authority business shall receive a refund of tuition payments and book costs.

Section 7

Any employee who holds one or more State Water Treatment License shall receive fifty (50) cents per hour increase on his base hourly rate of pay. Any employee who holds one or more State Water Distribution License shall receive fifty (50) cents per hour increase on his base hourly rate of pay. Any employee who holds both one or more State Water Treatment License and one or more State Distribution License will therefore receive a maximum of not more than one (\$1.00) dollar per hour increase on his hourly rate of pay.

Section 8

a. Individuals with less than fifteen (15) years of service with the employer who are employed as plant operators as of the date of the signing of this Agreement will be required within five (5) years to enroll and successfully complete the following courses: Any employee successfully completing the course(s) (or who has completed the course(s) prior to the effective date of this Agreement) will receive a one-time payment as noted:

(1) Basic	\$450.00
(2) Advanced Water Operator I	\$600.00
(3) Advanced Water Operator II	\$600.00

This is retroactive for employees who produce a Certificate of Successful Completion.

b. Such courses will be taken on the employee's own time on nights when the employee is not scheduled to work. In the event the employee is scheduled to work on a school night, the employee will be given time off with pay for attending the class and in addition will be paid for one-half (1/2) hour of travel time to and from the school, provided such employee arranges to have another qualified employee cover his shift. The employee covering the shift will be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay. Furthermore, the employee who is attending school may arrange to have a qualified employee switch shifts with him. The Authority will pay for the tuition and books for the courses.

c. Individuals newly appointed as plant operators

after the signing of this Agreement will meet the same requirements as noted above, but such courses shall be completed within five (5) years from the date of appointment as a plant operator. All other employees hired on or after August 1, 1988 will meet the same requirements as noted above, but such courses shall be completed within five (5) years from date of hire.

d. Employees who do not fulfill the aforementioned requirements may be transferred to another position and receive the rate of pay for that position.

ARTICLE XVIII
WORKING CONDITIONS

Section 1

The authority and the Association agree to cooperate in effecting and maintaining safety rules and practices and the Authority shall provide devices and equipment that will eliminate hazard and ensure safe working conditions. Employees who fail to follow published safety rules and procedures will be subject to discipline.

Section 2

If an employee is transferred to a position paying a higher rate of pay, that employee shall receive the higher rate of pay while engaged in that position. If an employee is transferred to a position paying a lower rate of pay, that employee shall suffer no reduction in pay.

Section 3

When an employee is called for jury duty, the employee shall notify his supervisor of the starting date of such duty and as soon as possible the date of completion. The Authority shall pay the employee his full salary while the employee is assigned to jury duty and the employee shall retain all compensation received from the court.

Section 4

Employees who are called to active duty or inducted into the military forces of the United States shall be granted a leave of absence without pay in accordance with law. Such employees shall be reinstated without loss of seniority or

without loss of any other benefits specifically provided for in this Agreement, provided they report to work with the Authority no more than ninety (90) days after separation from the military service.

Section 5

Any full-time employee who is a member of the National Guard, Air Guard, Navy Militia, or any reserve component of the Armed forces of the United States, when required to report for annual active duty for training shall be granted a leave of absence with pay for such period as provided by law.

Section 6

All employees who work shall be entitled to a meal allowance of ten (10) dollars for each eight (8) hour period of overtime after completion of a normal eight (8) hour shift.

Section 7

Letters, memoranda, or documents which are critical of an employee's work habits, attitudes or otherwise detrimental to the employee shall not be placed in the personnel file of the employee without the employee's prior notice that such action is being taken. In addition, a copy of such letter, memorandum or document shall be given to the employee and the Association upon request at the time the original is placed in the employee's file. The employee or the Association, at the request of and on behalf of such employee, shall have the right to submit a rebuttal letter to the Authority within seven (7) calendar days and such rebuttal will be placed in the employee's file.

Section 8

Employees working in a related field within the Township of Old Bridge shall notify the Executive Director immediately. No employee shall do outside work within the Township which would constitute a legal conflict of interest.

ARTICLE XIX
SHIFT DIFFERENTIAL

Employees who work the shifts noted below will receive differential as follows:

Shift

4:00pm to 12:00am \$0.30

12:00am to 8:00am \$0.45

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
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19 RIVERVIEW DRIVE
TINTON FALLS, NEW JERSEY 07704

ARTICLE XX

PENSIONS

Section 1

All Authority employees are required to enroll in the Public Employee's Retirement System of the State of New Jersey, and are subject to the provisions of this Plan.

Section 2

The employee's contribution to the Plan is deducted from the employee's weekly salary and remitted to the State as prescribed by law.

Section 3

Authority employees having completed the requirements to be eligible for retirement may do so as prescribed by State law.

ARTICLE XXI

COMMITTEES

Section 1

A Labor Management Committee is to be established for the purpose of meeting periodically to discuss matters and problems of mutual interest to both the Authority and the Association. The Committee shall consist of three (3) Association representatives and three (3) Authority representatives. The Committee shall not consider any problem that properly should be handled under the normal grievance procedure of this Agreement.

Section 2

There shall be a Safety Committee to consist of two (2) Authority representatives and two (2) Association representatives. The Committee shall meet quarterly to discuss matters pertaining to the health and safety of the employees and regulations in connection therein.

ARTICLE XXII

MANAGEMENT RIGHTS

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/or of the United States.

ARTICLE XXIII

SERVICE OF NOTICES

Any and all notices required to be given under this Agreement shall be deemed sufficiently complied with when mailed or delivered.

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
RIVERVIEW ACRES
18 RIVERVIEW DRIVE
TINTON FALLS, NEW JERSEY 07708

ARTICLE XXIV
NEGOTIATION PROCEDURE

Section 1

The parties agree to enter into collective bargaining over a successor Agreement in accordance with Chapter 123, Public Employees Laws of 1974 and any subsequent changes in the State laws governing public employees of the State of New Jersey in a good faith effort to reach agreement.

Section 2

Such negotiations shall begin not later than one hundred twenty (120) days prior to the termination of this Agreement. The parties further agree to initially provide each other with the text of their proposals not later than sixty (60) days prior to the termination of this Agreement.

Section 3

The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

Section 4

Any agreement arrived at by the negotiating representatives shall be put into writing and submitted to the Board and to the members of the Association for decision, ratification or vote. If ratified, the agreements arrived at shall be binding for the duration of the contract.

Section 5

When Association representatives are scheduled to participate in negotiations during work hours, they shall suffer no loss of

straight time pay. In the event of a crisis situation where the only Association representative available is working overtime and such representatives must participate, he shall suffer no loss of pay even though that payment may require overtime payment.

Section 6

The parties agree that the Negotiations Committee shall consist of no more than three (3) representatives from the Authority and three (3) representatives from the Association.

Section 7

The Authority agrees to supply the Association with information concerning the Authority and its employees which the Association may require for negotiations of contract or grievance. Nothing contained herein shall impose any obligation on the part of the Authority to disclose information which is privileged or confidential.

Section 8

There shall be no unilateral changes made to any negotiable terms and conditions of employment. Furthermore, there shall be no changes made in work rules and regulations without prior negotiations in accordance with law.

ARTICLE XXV

FITNESS FOR DUTY

Employees may be required to undergo a physical examination at any time that it is warranted based upon the work performance of the employee and/or individualized suspicion by the Authority that the employee may be unfit for duty based upon actions of the employee.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

In the event any provision of this Agreement contravenes applicable statutory or legal requirements, or any application of this Agreement to any employee or groups of employees is held to be contrary to law, or exceeds the lawful powers of the Authority, then such provision or application shall not be deemed valid except to the extent permitted by law, and all of the provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement.

ARTICLE XXVII

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or otherwise exercise any rights pursuant thereto shall not be deemed a waiver thereof.

ARTICLE XXVIII
DURATION OF AGREEMENT

Section 1

This Agreement shall remain in full force and effect as of October 1, 1990 through September 30, 1992.

Section 2

The Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other party in writing, no sooner than one hundred and twenty (120) and no later than eighty (80) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred and twenty (120) days prior to the anniversary date.

SIGNATORY

This Agreement by and between the Old Bridge Municipal Utilities Authority of the Township of Old Bridge, County of Middlesex, the State of New Jersey (herein to fore, Authority) and the Old Bridge Municipal Utilities Authority Association (herein to fore, Association or OBMUAA) shall be effective October 1, 1990 and shall terminate at Midnight on September 30, 1992 and represents the complete and final understanding on all issues bargained between the parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, on the day of , 1990.

FOR THE AUTHORITY:

PETER MANNINO, CHAIRMAN

THOMAS O'MALLEY, EXECUTIVE DIRECTOR

FOR THE ASSOCIATION:

MARK SCHLADEBECK, PRESIDENT

PETER VALENZANO, TREASURER

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
RIVERVIEW ACRES
18 RIVERVIEW DRIVE
TINTON FALLS, NEW JERSEY 07724

APPENDIX A
JOB CLASSIFICATIONS

Operator

Waterman 1

Clerical

Waterman 2

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
RIVERVIEW ACRES
19 RIVERVIEW DRIVE
TINTON FALLS, NEW JERSEY 07788

SCHEDULE 1

	OPERATOR	WATERMAN 1	CLERICAL	WATERMAN 2
OCT. 1, 1990 (4%)				
START	11.87	11.18	10.39	9.70
1	12.43	11.68	11.01	10.28
2	13.01	12.23	11.62	10.84
3	13.56	12.72	12.07	11.28
4	14.14	13.26	12.59	11.75
5	14.67	13.83	13.06	12.22
APRIL 1, 1991 (3%)				
START	12.27	11.52	10.70	9.99
1	12.80	12.03	11.34	10.59
2	13.40	12.60	11.97	11.17
3	13.97	13.10	12.43	11.62
4	14.56	13.66	12.97	12.10
5	15.11	14.25	13.45	12.59
OCT. 1, 1991 (4%)				
START	12.76	11.98	11.13	10.39
1	13.31	12.51	11.79	11.01
2	13.94	13.10	12.49	11.62
3	14.53	13.62	12.93	12.09
4	15.14	14.21	13.49	12.58
5	15.71	14.82	13.99	13.09
APRIL 1, 1992 (3%)				
START	13.14	12.34	11.46	10.70
1	13.71	12.89	12.14	11.34
2	14.36	13.49	12.86	11.97
3	14.97	14.03	13.32	12.45
4	15.59	14.64	13.79	12.96
5	16.18	15.26	14.41	13.48

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