

**AGREEMENT**

**between the**

**LACEY MUNICIPAL UTILITIES AUTHORITY**

**and**

**TEAMSTERS LOCAL 97 OF NEW JERSEY  
(I.B.T.)**

**January 1, 2006 through December 31, 2009**

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## PREAMBLE

THIS AGREEMENT made this 28<sup>th</sup> day of June, 2007, by and between THE LACEY MUNICIPAL UTILITIES AUTHORITY, in the Township of Lacey, County of Ocean and State of New Jersey (hereinafter referred to as the “Authority”) and TEAMSTERS LOCAL 97 OF NEW JERSEY (I.B.T.W.) (hereinafter referred to as the “Union”), represents the complete and final understanding of the parties on all bargainable issues.

## ARTICLE I

### RECOGNITION, DUES CHECK-OFF, AGENCY SHOP

- A. The Authority recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all non-supervisory, regular full-time, non-craft blue collar and white collar employees employed by the Authority, but excluding all supervisors, foremen, superintendents, craft employees, managerial executives, confidential employees, and all other employees of the Authority.
- B. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Authority and Union and consistent with State Statutes), the Authority agrees to deduct from the pay of each employee membership dues in such amounts as shall be fixed pursuant to the bylaws and constitution of the Union during the full term of this

Agreement and any extension or renewal thereof. The Authority shall remit within thirty (30) days of deduction any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Authority such written notice thirty (30) days prior to the effective date of such change.
- D. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Authority Treasurer of his/her designee. The Union shall indemnify, defend, and save the Authority harmless against any and all claims, demands, suites, or other forms of liability which shall arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards submitted by the Union to the Authority.
- E. The Authority will furnish the Secretary-Treasurer of the Union with the address, birth date, classification and rate of pay of all new employees and of all removals of employees from the Authority's payroll.
- F. Any regular, full-time employee in the bargaining unit on the effective date of the Agreement who does not join the Union within thirty (30) days thereafter, and any new regular, full-time employee who does not join within thirty (30) days of initial employment within the unit, and any regular, full-time employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representative fee shall be in an amount up to

eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Authority by the Union.

- G. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Authority. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

ARTICLE II  
NONDISCRIMINATION

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

ARTICLE III  
MANAGEMENT'S 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 and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:
- (1) The executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees;
  - (2) To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
  - (3) To suspend, demote, discharge or take other disciplinary action as necessary;
  - (4) To establish a code of rules and regulations of the Authority for the operation of the Authority and to change, modify, or promulgate reasonable rules and regulations;

- (5) To make all decisions relating to the performance of the Authority's operations and maintenance activities, including but not limited to the methods, means, process materials, procedures, and employees to be utilized;
- (6) To establish any new job classifications, job requirements and qualifications;
- (7) To change, combine, or establish and schedule the working hours of employees, and to give reasonable notice of same to the employees, by the posting of schedules;
- (8) To change the job content and duties of any classification;
- (9) To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
- (10) To determine the work performance levels and standards of performance of the employees;
- (11) To assign work as it determines such will benefit the Authority and/or public it serves;
- (12) To utilize the services of a contractor or subcontractor when, in the judgment of the Authority, such services would be more efficient; and
- (13) To establish or change any term or condition of employment which is not specifically covered within this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties, or other responsibilities of the Authority, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to

the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities, and authority under N.J.S.A. 40:14A or 14B (the Water and Sewage Authority Laws) or any other national, state, or local laws or ordinances.
- D. The failure to exercise any of its foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Authority not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

ARTICLE IV  
UNION BUSINESS

A. Shop Stewards

1. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Stewards. Whenever notice to the Union is required, and whenever official dealings with the Union are required, the Shop Stewards shall be the designated representative of the Union for such matters which take place at the work place.
2. The Union may designate no more than two (2) Stewards.
3. The Steward shall be given an opportunity to engage in the adjustment of the grievances as provided for under the Grievance Procedure herein with Authority representatives.
4. The Steward shall not leave his job without the permission of his/her Supervisor, and shall not contact another employee during work hours about Union business without prior permission of that employee's Supervisor and his/her own.
5. Under no conditions shall the Shop Steward interfere with the performance of the work of others.
6. The Steward has no authority to give orders regarding work to any person employed by the Authority by virtue of this position as Steward.
7. The Union shall notify the Authority in writing immediately following the selection of a Steward.
8. The authority of the Shop Steward shall be limited to and shall not exceed the following lawful duties and activities:

(a) The investigation and presentation of grievances to the Authority or this Authority's designated representative in accordance with the provisions of the Collective Bargaining Agreement.

(b) The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information:

(1) have been reduced to writing, or

(2) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow downs, refusal to handle goods, or any other interference with the Authority's business.

B. WORK SITE VISITATION

An officer or duly accredited representative of the Union may be permitted to visit the work site only after prior authorization from the Executive Director or his designee. An escort may be provided at the discretion of the Executive Director or his designee. Such work site visitation shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.

C. BULLETIN BOARD PRIVILEGES

1. SPACE AVAILABILITY

The Authority shall supply a bulletin board in the lunch room for the use of the Union to post announcements.

2. AUTHORIZATION

All notices are to be signed by the Union President, Secretary, or duly authorized representatives, and there shall be no posting of any notices other than as described in Paragraph 3 below, except

after such notice has been approved in writing by the Supervisor and the Union.

3. MATERIAL

The Union may use the bulletin board to post the following Union announcements:

- (a) Notice of Union recreation or social affairs.
- (b) Notice of Union elections and results of such elections.
- (c) Notice of Union meetings.
- (d) Notice of Union appointments.
- (e) Union minutes of joint conferences or of general meetings.

The material posted by the Union shall be of a non-controversial nature.

The Authority reserves the right to refuse to allow the posting of any notice not comporting with the foregoing.

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITIONS

The term “grievance”, as used herein, means any controversy arising over the interpretation of the express terms of this Agreement and may be raised by an individual employee, a group of employees, or the Union, at the request of any such individual or group (hereinafter referred to as the “Grievant”).

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that

grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall prohibit the grievant from prosecuting his/her grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of this term.

C. PROCEDURE

Step One - Immediate Supervisor (Foreman)

1. A grievant must file his grievance in writing with the Immediate Supervisor no later than five (5) days after the Grievant knew or should have reasonably known of the occurrence of the event which is the basis for the grievance. A copy shall be provided to the Shop Steward.
2. The written grievance must identify the grievant(s) by name and be signed by all grievants and the Shop Steward. It must set forth: (a) statement of the facts constituting the grievance; (b) the approximate time and place of occurrence; (c) the facts leading to the grievance; (d) the names of all Authority representatives whose action or failure to act forms the basis of the grievance; (e) the names of all witnesses the grievant intends to call; (f) the specific contract provision(s), if any, forming the basis of the grievance; and (g) the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by

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

3. Once a grievance complies with all the foregoing requirements and is timely filed, the Immediate Supervisor shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) days from receipt of the grievance.

#### Step Two - Executive Director

1. In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Supervisor/Foreman has not served a timely written response at Step One, then within five (5) days after the response date set forth at Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Executive Director. Upon receipt of the grievance by the Executive Director, the procedures set forth in Step One shall be followed, except that a meeting between the parties shall be called within thirty (30) days of its receipt of the grievance and the response period shall be thirty (30) days thereafter.
2. Time limits may only be extended by written mutual agreement of the parties.

#### Step Three - Authority Commissioners

1. In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or if the Executive Director fails to response within the stated time limits, the grievance may be appealed to the Commissioners in writing, within thirty (30) days. The Authority shall have thirty ( 30) days within which to respond.
2. Time limits may only be extended by written mutual agreement of the parties.

#### Step Four - Binding Arbitration

1. If the grievant is dissatisfied with the response of Step Three, or if the Authority's Commissioners have failed to act within the stated time, then this matter may be appealed to PERC for the selection of an arbitrator in accordance with PERC procedures for same.
2. The Arbitrator shall be limited to the express terms of this Agreement and shall neither add to, detract, nor modify the Agreement in arriving at a decision.
3. No more than one (1) issue can be presented to the Arbitrator at any one time.
4. All expenses for the Arbitrator shall be borne equally by both parties.
5. The Arbitrator's decision shall be in writing and shall be final and binding on the parties.

## **ARTICLE VI**

### WAGES

For the calendar year 2006 of this Agreement, all salary increases shall be retroactive to January 1, 2006. For the calendar year 2007 of this Agreement, all salary increases shall be retroactive to January 1, 2007.

All employees covered by this Agreement shall be paid in accordance with the following Salary Guide. All annual salaries listed below are based on a 40-hour workweek.

Employees required to work out of classification as a Truck Driver shall receive an hourly rate differential of \$2.50 per hour in addition to their regular rate of pay for actual time worked as a Truck Driver.

**Effective January 1, 2006 through December 31, 2009**

<u>Position</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Account Clerk hired before 2001	\$37,654	\$39,123	\$40,649	\$42,235
Account Clerk hired after 2000	\$23,883	\$25,334	\$26,842	\$28,409
Account Clerk rehired in 2001 <sup>1</sup>	\$31,172	\$32,388	\$33,652	\$34,965
Utility Worker	\$29,176	\$30,834	\$32,037	\$33,287
Utility Maintenance Operator Grade I	\$29,768	\$31,449	\$32,676	\$33,951
Utility Maintenance Operator Grade II	\$30,361	\$31,546	\$32,777	\$34,056
Utility Maintenance Operator Grade III	\$30,955	\$32,163	\$33,418	\$34,722
Truck Driver/Equipment Operator	\$53,193	\$55,268	\$57,424	\$59,664
Assistant Water Treatment Plant Operator	\$32,296	\$33,556	\$34,865	\$36,225

***ARTICLE VII***

**INTRODUCTORY EMPLOYMENT**

- A. From the first day through the ninetieth (90th) day of continuous employment, an employee shall be considered an introductory employee. This introductory period may be extended for any reason, upon reasonable notice to the employee and the Union for not more than an additional ninety (90) days. The Authority may terminate an introductory employee at any time during this introductory period for any reason, without challenge by either the employee or the Union, and without resort to the grievance procedure herein.
- B. Introductory employees shall not be entitled to accrue any benefits such as sick days, vacation days, medical insurance, military leave, or other insurance benefits until the introductory period is exceeded.

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<sup>1</sup> This wage category applies to only one Account Clerk who resigned in 1999 and was rehired in 2001 in accordance with Resolution No. 2001-78.



## ARTICLE VIII

### UNIFORMS

- A. The Authority may at its discretion provide each regular, full-time field employee with required uniforms by utilizing the services of a uniform supply vendor and/or direct purchase of uniforms by the Authority or a combination of vendor supply and direct purchase. Should the Authority supply uniforms, each regular, full-time field employee shall be responsible for providing safety work shoes. The Authority shall reimburse each regular, full-time field employee for the purchase of safety work shoes; the amount of reimbursement shall not exceed One Hundred Dollars (\$100 ) per year. The Authority will supply work coats and/or coveralls to full-time field employees. The work coats and coveralls will be replaced on an as-needed basis. The employee is responsible for handing in the coat or coverall before being issued a replacement. Water meter readers shall be permitted to wear safety sneakers during regular water meter read assignments. White collar personnel shall be permitted to wear athletic shoes, provided the shoes are approved by the Executive Director.
- B. Should the Authority, at its discretion, choose not to provide uniforms as provided in “Section A” above, the following will apply.
1. The Authority shall provide each regular, full-time field employee with an annual clothing and maintenance allowance of five hundred (\$500.00) dollars for all clothing, including safety work shoes.
  2. All field employees are responsible for the purchase of such uniforms and safety work shoes as designated by the

Authority. The maintenance of such uniforms and safety work shoes shall be in keeping with reasonable requirements of appearance and cleanliness.

3. The entire clothing allowance shall be paid on May 1 of each year and prorated for new employees.
- C. Any employee leaving the employment of the Authority for reasons other than a layoff within six (6) months of their receipt of a full uniform and/or safety shoe allowance shall reimburse the Authority for such payment on a prorated basis.

#### ARTICLE IX

#### TUITION REIMBURSEMENT

- A. For courses of instruction approved by the Authority, the Authority shall pay fifty (50%) percent and the employee shall pay fifty (50%) percent of the tuition cost upon registration of course. When an employee completes and passes the approved course, the Authority shall reimburse the employee the fifty (50%) percent that the employee had paid, upon documentation of a passing grade and/or course completion.
- B. Any employee leaving the employment of the Authority for reasons other than a layoff within twelve (12) months of reimbursement shall repay the Authority based on a prorated basis.
- C. Any employee failing or not completing the approved course shall reimburse the Authority the fifty (50%) percent the Authority had paid.

#### ARTICLE X

## MEDICAL BENEFITS

- A. All medical coverage categories, (hospitalization, dental, eye glass and examination) in effect as of December 31, 2005 shall continue in effect for the term of this Agreement. However, a \$300.00 provision for eyewear shall be provided for an employee's family, in total. This medical benefit of \$300.00 for eyewear is on an every other year basis.
- B. Prescription Drug Benefits  
All employees must utilize the available prescription benefit offered through their major medical health provider. All union members must select a health insurance option with prescription drug coverage inclusive. If the employee fails to elect an inclusive prescription drug insurance option, the employee will forgo and waive the option of being provided with prescription drug insurance coverage at the employer's expense.
- C. The Authority reserves the right to change insurance carriers and/or self-insurance, as long as duplicate or better coverage is provided. Advance notice of 30 days shall be given to the employees.
- D. All of the employees shall agree to restrict their choice of a health insurance plan to one other than the "traditional plan." All employees agree that they will not choose the "traditional plan" for their health benefit coverage. In the event that any employee insists on choosing the "traditional plan," this agreement shall be void and the agreement shall be subject to renegotiation.

## ARTICLE XI

## HOURS OF WORK AND OVERTIME

- A. The normal work day for blue collar personnel shall be comprised of eight and one-half (8-1/2 hours) hours, including a one-half (1/2) hour unpaid meal break and two (2) fifteen (15) minute paid coffee breaks.
  - 1. For blue collar personnel only, there will be two (2) fifteen (15) minute coffee breaks, one in the a.m. and one in the p.m. All coffee breaks will be taken in the vicinity of the job site. Abuse of this will result in disciplinary action.
  - 2. For blue collar personnel there will be one (1) one-half (1/2) hour unpaid meal break.
- B. The normal work day for white collar personnel shall be comprised of eight and one-half (8-1/2) hours, including a forty-five (45) minute meal break and one (1) fifteen (15) minute coffee break.
  - 1. For white collar personnel there will be one (1) fifteen (15) minute coffee break in the a.m. All coffee breaks will be taken in the vicinity of the job site. Abuse of this will result in disciplinary action.
  - 2. For white collar personnel only, there will be one forty-five (45) minute lunch period in which thirty (30) minutes will be unpaid and fifteen (15) minutes will be paid in lieu of a fifteen (15) minute afternoon break.
- C. Specific shifts and hours shall be as scheduled by the Authority from time to time, with reasonable notice of same being given by posting.
- D. Overtime at time and one-half (1-1/2) the base rate shall be provided for authorized work in excess of forty (40) hours worked per week. Hours worked per week shall not include time off for sick days.

Personal days and vacation days shall be considered as time worked only if previously scheduled in advance of the payroll period in which the overtime occurred. In lieu of being paid for overtime worked, all employees shall have the option to request compensatory time off at the rate of time and one-half for overtime worked. Compensatory time off shall accrue and be used as follows:

1. A minimum of four (4) hours must be requested in order to take compensatory time off.
  2. Requests for compensatory time off must be scheduled a minimum of one week in advance.
  3. Compensatory time may not be accrued in excess of forty (40) hours.
- E. Any time not recorded shall be considered as time not worked.
- F. All employees shall work overtime when requested by the Authority.
- G. There shall be no pyramiding of overtime or premium pay.
- H. The Authority reserves the right to schedule employees in accordance with its needs; this right specifically includes, but is not limited to, scheduling Saturdays and Sundays as normal work days for some staff.
- I. When an employee is required to work more than three full contiguous hours after their normal eight-hour shift, a meal allowance of \$10.00 shall be paid to the employee and every four hours hereafter. No receipts for meal allowance will be required. The meal allowance shall be paid directly to the employee.
- J. Employees required to work overtime on Christmas and Easter shall be paid double their hourly rate.

**ARTICLE XII**  
**SEVERE WEATHER AND EMERGENCY CLOSING**

At times, emergencies such as severe weather, fires, power failures, etc., can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing. Should the Lacey MUA close business operations before the start of the workday, all employees effected shall be credited for a full day's work. Should the Lacey MUA decide to close business operations after the start of the workday, all employees that reported to work prior to closing, shall be credited for a full day's work.

**ARTICLE XIII**  
**ON-CALL DUTY**

- A. It is recognized that the need for continued and uninterrupted operation of the Authority's facilities is of paramount importance to the citizens of the community. So as to assure the uninterrupted service provided by the Authority, On-call Personnel are required to be assigned to respond to service calls during non-regular work hours, weekends, and holidays. To that end, a rotational list of qualified employees shall be established for the purpose of assigning personnel to on-call duty.
- B. Employees covered by this Agreement that are assigned to after hour on-call duty shall be provided with an Authority owned utility

vehicle to respond to service calls during non-regular work hours. In the event a vehicle is provided for on-call duty, it will be used strictly for travel to and from employment locations and necessary trips directly related to employment. Personal use of an assigned on-call vehicle is strictly prohibited and subject to disciplinary action, up to and including immediate termination

C. For the purpose of this Agreement, the following definitions shall apply:

1. Lead On-Call Personnel

The Lead On-Call Person shall be those personnel assigned by a rotational list to carry an electronic paging device and be available to respond to non-regular work hour, weekend, and holiday service calls.

2. Back-Up On-Call Personnel

Back-Up Personnel shall be those employees assigned by a rotational list to be called to assist the Lead On-Call Person should assistance be required.

D. Compensation shall be as follows:

1. Compensation for those personnel assigned to Lead On-Call duty, in accordance with the rotational list of qualified employees, shall be One hundred twenty dollars (\$120.00) per week. This weekly compensation shall be in addition to compensation in accordance with Article XIV of this Agreement.

2. Compensation for Back-Up On-Call Personnel shall be in accordance with Article XIV, Call-In Pay, of this Agreement.

ARTICLE XIV

CALL-IN PAY

A. If an employee is required to return to work in addition to his/her 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 at time and one-half (1-1/2).
- C. There shall be no pay for travel time under this Article.
- D. Call-ins shall be determined by a rotating list of qualified employees.
- E. If an employee is required to return to work for more than four (4) continuous hours, a meal allowance of \$10.00 will be given at the fourth hour and every four hours thereafter. No receipts for meal allowance will be required. The meal allowance shall be paid directly to the employee.

ARTICLE XV

VACATIONS

- A. Each regular 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/her regular hourly rate of pay. A regular full-time employee, shall be entitled to a vacation as listed below:
1. Up to one (1) year of service .833 working day of vacation for each month of service.
  2. After one (1) year of service and up to five (5) years of service, twelve (12) working days of vacation.
  3. After five (5) years and up to fifteen (15) Years of service, seventeen (17) working days of vacation.
  4. After fifteen (15) years of service and up to twenty (20) Years of service, twenty (20) working days of vacation.
- After twenty (20) years of service, one (1) working day of vacation for each year of service not to exceed twenty-five (25) days per annum.
- B. Eligibility for vacation shall be computed as of the last date on which 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. Vacations shall accrue on a monthly basis during the first calendar year of employment as specified in Paragraph A above. After the first calendar year of employment, vacation time shall be posted on

January 1<sup>st</sup> of each year. Vacation must be taken by December 31<sup>st</sup> of each year.

- E. 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.
- F. Normally, the maximum amount of annual vacation that may be carried forward from one year to the next will be one-half (1/2) of the annual vacation posted in any one year. For example, if the employee has earned ten (10) days vacation during a particular year, no more than five (5) days will be permitted to be “carried over” to the following year. In the event the employee fails to take at least one-half (1/2) of his/her vacation during any one calendar year of employment, then the vacation, in the sole discretion of the Employer, will be forfeited. The Employer, in the Employer’s sole discretion, may take any extenuating circumstances into consideration when considering whether or not to waive the forfeiture of accrued vacation.
- G. An employee who is retiring or who has otherwise separated employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar in which the separation or retirement becomes effective. If they have exceeded the number of vacation entitlement days, they shall repay the Authority for said excess prior to departure.

## ARTICLE XVI

### HOLIDAYS

A. Each regular, 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	Columbus Day
Martin Luther King's Birthday	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day

- B. 1. 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. Compensatory time, at the option of the Authority, may be substituted for actual payment.
2. An employee required to work on Christmas or Easter Sunday shall be paid at the rate of double time his/her regular rate of pay for actual time worked.
- C. 1. If a holiday falls on an employee's regular day off, except Saturday or Sunday, the employee shall receive another day off at a mutually acceptable time.
2. For the purposes of this paragraph, 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.
- D. Holidays shall be counted as time worked for overtime purposes.

- E. An employee who is absent without Authority approval on the day before or after a holiday shall not receive holiday pay unless such absence was approved in advance or the employee submits a medical proof of illness stating that the employee is unable to report to work.

#### ARTICLE XVII

#### PERSONAL DAY

- A. Each regular, full-time employee shall be granted three (3) personal days off with pay during the course of any calendar year.
- B. Requests for use of a personal day must be approved three (3) days in advance, except in the case of an emergency.
- C. Personal time shall be allowed in two-hour increments with the approval of the employee's immediate supervisor.

#### ARTICLE XVIII

#### LEAVES OF ABSENCE

- A. At the discretion of the Executive Director, and with the approval of the Authority, any employee may be granted a leave of absence without pay.
- B. Except for a military leave, an employee on leave of absence without pay does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to the pension system or health plan during this leave of absence, however, unless the employee agrees to bear the costs in accordance with the New Jersey Public Employee

Benefit Manual. Written notice of the foregoing shall be given to the employee prior to taking such leave.

- C. A leave of absence without pay shall not exceed three (3) months in length, after which it may be reconsidered. Any requested extension may be granted solely at the discretion of the Authority. Such discussion shall not be subject to the Grievance Procedure. The Authority shall have the sole discretion in matters of leaves of absence and each decision made shall be considered on its own merits. In no event shall the decision whether or not to grant a leave or an extension of a leave be precedential as to any other decision regarding a leave, nor shall denial of any leave request be subject to the grievance procedure.
- D. Employees are requested to notify the Authority of the anticipated date of return at the time the request is made or as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- E. When applicable, and where earned, vacation pay shall be paid in advance for an employee granted a leave of absence without pay, provided proper advance notice has been given to the Authority.

#### ARTICLE XIX

#### SICK LEAVE

- A. All regular, full-time employees covered by this Agreement shall earn sick leave at the rate of one (1) working day for every full month of service. Unused sick days may be accumulated to a maximum of fifty (50) days.

- B. During an employee's introductory period, sick leave shall not be accrued.
- C. Sick leave days are only available to the extent that they have been accumulated.
- D. Sick time shall be allowed in two-hour increments in emergency situations only, after the employee has reported to work or has scheduled in advance.
- E. An employee may request payment for unused sick time. An employee must bank at all times 40 days of sick time in order to be allowed to request payment for unused sick time. Requests for payment of unused sick time must be in five-day increments. All requests must be submitted for approval by no later than November 1st for payment in the first paycheck disbursement in December.
- F. 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 days may be used for family care. Extenuating circumstances may allow this period to be extended at the sole discretion of the Authority upon written request of the employee.
- G. The Authority may, in its own discretion, ask for medical proof of illness. In any event, a medical proof of illness from a practicing physician will be required to substantiate sick leave absences of three (3) continuous days or more. Abuse of sick leave or "patterned

illness” shall be cause for disciplinary action up to and including dismissal.

- H. In the event of a work-incurred injury, an employee must apply for Workmen’s 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 Workmen’s Compensation benefits. Only the difference between such Workmen’s Compensation benefits and the employee’s full regular salary shall be charged against accumulated sick leave. An employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the entire shift, not to exceed eight (8) hours straight time.
- I. At no time may an employee collect more than his/her full regular salary.
- J. If an employee uses up his/her accumulated sick leave, he/she may use any unused vacation time on the same basis in paragraph E above, or he/she may elect to go on unpaid leave of absence and retain any Workmen’s Compensation benefits to which he/she is entitled.
- K. Vacation and sick time may be accrued, in accordance with Articles XV and XIX of this Agreement, during temporary disability which is the result of an injury sustained while working for the Lacey Municipal Utilities Authority. The period that an employee may accumulate vacation and sick time shall be limited to the period of temporary disability allowed if employee had been receiving State disability.

- L. The Authority reserves the right to assign “light duty work” to an employee, at its option.
- M. In the event the employee contends that he/she 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 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 XX

### INJURY DURING NON-AUTHORITY EMPLOYMENT

Any employee covered by this Agreement who is injured while working at another job, 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/her absence.

ARTICLE XXI

BEREAVEMENT PAY

- A. Every regular, full-time employee may be granted up to three (3) consecutive days' leave, including the day of death or 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 days leave, including the date of the funeral, without loss of regular straight time pay, if outside the State of New Jersey. If outside the State of New Jersey, this leave must be with the consent of the Authority.
- B. Immediate family shall be defined as: the employee's spouse, brother, sister, children, parents, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild or any other blood relative of the employee residing as a regular member of the employee's household at time of death.

ARTICLE XXII

MILITARY LEAVE

Military Leave shall be provided in accordance with applicable law.

ARTICLE XXIII

JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight pay less any compensation they may receive for attending required jury duty for a maximum of two (2) weeks per year.
- B. If an employee is required to serve on jury duty, such employee shall be required to notify the Executive Director in advance and report for his/her regularly assigned work on the calendar day immediately following his/her final discharge from jury duty. If discharged from jury duty prior to the end of a work day, employees shall report for work for the duration of the work day.
- C. If there is a change in the originally established jury duty leave, the employee must notify the Executive Director to make the necessary arrangements to return to work; otherwise, the employee shall receive no pay from the Authority.
- D. Employees are expected to cooperate with the Authority and report to work where possible. The Executive Director must be notified in advance any day that an employee is not required to report for jury duty.
- E. Jury duty on an unscheduled work day shall not be paid for by the Authority.

#### ARTICLE XXIV

#### EMPLOYEE DISCIPLINE

- A. If a problem arises with an employee, the following actions may be taken:
  - 1. Verbal discussion (Supervisor to Employee);
  - 2. Written warning (Supervisor to Employee);

3. Second written warning;
4. Third written warning with suspension period; and
5. Dismissal.

At steps 4 and 5 the Executive Director and/or Authority Commissioners must be involved.

- B. If an unusual Employer/Employee problem arises, by mutual agreement a meeting will be held only after the Authority supervisor has indicated to the Authority Commissioners, that he/she has failed to satisfactorily bring the problem to a mutually agreed to settlement.
- C. The disciplinary steps outlined in paragraph A need not occur in the order listed and may be accelerated according to the offense committed.

#### ARTICLE XXV

#### 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 seven (7) days. Employees applying for such vacancies shall make a request in writing to the Department Head where the vacancy exists.
- 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 sole discretion of the Authority, qualified; and have received favorable performance evaluations in their present job title.
- C. Applicants may apply for positions only during the posting period.

- D. If promoted, an employee shall serve in the new capacity for an introductory period of ninety (90) days. During that introductory period, such employee shall retain the salary of his/her former position and all benefits of that position. However, all other provisions applicable to introductory employees under Article VII shall be applied. In the event of termination, except in cause, the employee shall return to his former position.

#### ARTICLE XXVI

#### MAINTENANCE OF OPERATIONS

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor 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/her position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout 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 take all reasonable actions to prevent its members from participating in a strike, work stoppage, slow down, or other activity above-mentioned.
- C. In the event of a strike, slowdown, walkout or any other 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, together with such other disciplinary action as the Authority shall choose.

- 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. It is expressly understood that the Authority shall not be required to negotiate with the Union under any conditions so long as any of the employees are engaged in any form of job action.
- F. It is expressly understood that this Article shall survive the Agreement.

ARTICLE XXVII  
CODE OF CONDUCT

- A. Each employee agrees to abide by the New Jersey State Department of Environmental Protection and Energy Standards of Conduct, as provided in N.J.A.C. 7:9-15.23, and any revisions thereto.
- B. In addition to the Standards 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/her duties and responsibilities.

2. No employee shall have direct or indirect financial interest that conflicts with his/her Authority duties and responsibilities or shall engage in a financial transaction as a result of relying on information obtained through his/her 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 employee's performance or engage in any gambling activity while on Authority owned or 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 leased property.
7. Inasmuch as the Authority is a public body and subject to Federal and State regulation, 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 members of his/her family, any compensation, gift, favor, or service of value which he knows or should know is offered or obtained to influence him/her in the performance of his/her public duties and responsibilities. The acceptance of infrequent business meals of nominal value does not fall into such a category.

ARTICLE XXVIII  
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:  
An employee may not:
1. Campaign for partisan candidates or political parties;
  2. Work to register voters for one party only;
  3. Make campaign speeches or engage in other activity to elect the partisan candidate;
  4. Be either a party candidate or work in a campaign if any candidate represents a national or State Political party;
  5. Collect contributions or sell tickets to political fund-raising functions.
  6. Distribute campaign material in a partisan election;
  7. Organize or manage political rallies or meetings;
  8. Hold office in a political club or party;
  9. Circulate nominating petitions for "party" candidate;
  10. Campaign for or against a candidate or slate of candidates in a partisan election.
- C. It should be noted that while an employee may be a candidate for a local school board or for a non-partisan local government, he/she may not be candidate for office in a local partisan government election.

- D. In addition to the provisions of the Hatch Act and that outlined above in paragraph "B", (1) no Authority employee shall directly or indirectly use or seek to use his authority or any influence of his/her position to control or modify the political action of another person; (2) no Authority employee shall during the hours of duty, engage in political activity; (3) no Authority employee shall at any other time participate in political activities so as to impair his/her usefulness in the position in which he/she is employed. To avoid misunderstandings and potential loss of Federal Funds, an employee should discuss any activity with the Executive Director prior to participating in such activity.

#### ARTICLE XXIX

#### SEVERABILITY

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable.

#### ARTICLE XXX

#### FULLY BARGAINED AGREEMENT

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

- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, 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.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

#### ARTICLE XXXI

#### TERM AND RENEWAL

- A. The term of this Agreement shall be from January 1, 2006 through December 31, 2009.
- B. In the absence of written notice given at least ninety (90) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year

to year thereafter, until such time as ninety (90) days' notice is given prior to the annual expiration date.

- C. If, following the receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ATTEST:

LACEY MUNICIPAL  
UTILITIES AUTHORITY

\_\_\_\_\_  
Richard J. Kennedy, Secretary

\_\_\_\_\_  
James Knoeller, Chairman

DATE:

ATTEST:

TEAMSTERS LOCAL 97 OF  
NEW JERSEY

(I.B.T.)

\_\_\_\_\_  
Director of Public Employees

Patrick Guaschino, Recording  
Secretary/ John Gerow,  
President

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JoAnn Byckiewicz, Chief Steward

DATE: