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

January 1, 1998 through December 31, 1999

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PREAMBLE

This Agreement made this first day of July, 1998, by and between the OCEAN COUNTY UTILITIES AUTHORITY, in the County of Ocean, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority"), and the OIL, CHEMICAL AND ATOMIC WORKERS INTERNATIONAL UNION, AFL-CIO LOCAL 8-149 (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Authority and the Union.

ARTICLE I
RECOGNITION
(CRAFT EMPLOYEES)

The Authority recognizes the Union as the exclusive representative, as certified on February 16, 1978 by the New Jersey Public Employment Relations Commission (Docket No. RO-78-102) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time and regular part-time (who work at least twenty (20) hours per week) craft employees including Electricians, Electrician Aides, Instrumentation Technicians, Instrumentation Technician Aides, Laboratory Technicians, Laboratory Technician Aides, Mason/Carpenters, Mechanics, Mechanic Aides, Mechanical Technician, Mechanic/Welders, Operators, Operator Trainees, Painters, Painter Aides, Vehicle Mechanics, and Vehicle Mechanic Aides employed by the Authority; excluding non-craft employees, clerical employees, confidential employees, professional employees, police, managerial executives and supervisors within the meaning of the Act: specifically, Plant Operator, Plant Electrician, Plant Mechanic, O&M Assistant, Management and Budget Department employees, Engineering and Construction Department employees, and all other employees of the Authority.

ARTICLE IA
RECOGNITION
(NON-CRAFT)
(PRODUCTION AND MAINTENANCE EMPLOYEES)

The Authority recognizes the Union as the exclusive representative, as certified on February 16, 1978 by the New Jersey Public Employment Relations Commission (Docket No. RO-78-102) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time and regular part-time (who work at least twenty (20) hours per week) production and maintenance employees including, Articulated Truck Driver, Equipment Operators, Incinerator Facility Operator, Laboratory Courier, Septage Facility Operator, Solids Equipment Operators, Stores Inventory Control/Receiving Clerk, Utility Workers, and Wastewater Technicians employed by the Authority; excluding all craft employees, clerical employees, confidential employees, professional employees, police, managerial executives and supervisors within the meaning of the Act: specifically Plant Operator, Plant Electrician, Plant Mechanic, O&M Assistant, Management and Budget Department employees, Engineering and Construction employees, and all other employees of the Authority.

ARTICLE II
MANAGEMENT RIGHTS

- A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the Authority and its properties and facilities and the employment activities of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action, subject to the grievance procedure;
 4. To establish a code of rules and regulations of the Authority for the operation of the Authority;
 5. To make all such decisions relating to the performance of the Authority's operations and maintenance activities;
 6. To establish any new job classifications and job content and qualifications;
 7. To establish and schedule the working hours of employees;

8. To determine the reasonable work pace, work performance levels and standards of performance of the employees;
 9. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A. 40:14A and/or 40:14B or any other national, state, county or local laws or ordinances.

ARTICLE III
MAINTENANCE OF OPERATIONS

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

- B. The Union agrees that it will do everything in its power to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned. The Union's actions will include, but not be limited to publicly disavowing such activities in the media and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

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

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

E. The Authority agrees that it shall not lock out any employee covered under this Agreement.

ARTICLE IV
DUES CHECK-OFF

- A. The Authority agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Authority to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9(e).

- B. The Authority shall automatically adjust Union dues in accordance with the By-laws of Local 8-149. A copy of said By-laws shall be provided to the Authority by the Union.

- C. The Union will provide the necessary “check-off authorization” form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Authority. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the salary deduction authorization forms submitted by the Union to the Authority.

ARTICLE V
AGENCY FEE

- A. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.
- B. Prior to the beginning of each calendar year, the Union will notify the Authority in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that calendar year. The representation fee to be paid by nonmembers will be no more than 85 percent of that amount. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the salary deduction for these representation fees. It is specifically agreed that the Authority assumes no obligation, financial or otherwise, arising out of the provisions of this article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.
- C. 1. Once during each calendar year covered in whole or in part by this Agreement, the Union will submit to the Authority a list of those employees who have not become members of the Union for the then current membership year. The Authority will deduct from the salaries of such employees, in accordance with Paragraph C.2, below, the full amount of the representation fee and will transmit the amount so deducted to the Union.
2. The Authority will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during

the remainder of the membership in question. The deductions will begin with the first paycheck paid:

- a. Within thirty (30) days after receipt of the aforesaid list by the Authority; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid thirty (30) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
 4. The Union will notify the Authority in writing of any changes in the list provided for in Paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Authority received said notice.
 5. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:14-5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority shall immediately cease making said deductions.
 6. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority prior to the institution of this Agreement.

- D. The Authority shall be relieved from making such representation fee deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) leave of absence, or (e) revocation of the Union's list in accordance with its terms or with applicable law. Notwithstanding the foregoing upon the return of an employee to work from any of the foregoing enumerated absences, the Authority will resume the obligation of making said deductions in accordance with Paragraph C.2. hereof.
- E. The Authority shall not be obliged to make Agency Fee deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the deduction.

ARTICLE VI
GRIEVANCE PROCEDURE

A. **DEFINITIONS**

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

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

STEP ONE

The aggrieved shall institute action in writing, under the provision hereof, within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee, his/her Shop Steward and his/her Department/Division Director. Failure of the employee to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The Department/Division Director shall render a decision, in writing, within seven (7) calendar days after receipt of the grievance.

STEP TWO

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above, the grievance may be filed in writing with the Human Resources Supervisor, or his/her designee, within seven (7) calendar days. The Human Resources Supervisor, or his/her designee, may call a meeting of the principals and Union in the resolution of the grievance. This meeting will include, but may not be limited to the Human Resources Supervisor,

Department/Division Director, Grievant, the local Shop Steward, the Chief Shop Steward and the Local's President, or their designees. The Human Resources Supervisor, or his/her designee, shall have seven (7) calendar days to respond to the grievance.

STEP THREE (A)

With respect only to those grievances not involving the express terms of this Agreement, and in lieu of Step Three (B), if the grievance is not resolved to the satisfaction of the Union at Step Two above, the Union shall within seven (7) calendar days after the response from the Human Resources Supervisor, or his/her designee, submit the grievance to the Authority Commissioners. The Commissioners may hold a hearing on such grievance within thirty (30) calendar days and shall render a decision within fourteen (14) calendar days from the close of the hearing. If more time is needed, the Union shall be notified. The decision of the Commissioners shall be final and binding upon the parties.

STEP THREE (B)

1. With respect only to those grievances involving the express terms of this Agreement, and in lieu of Step Three (A), and in the event the grievance is not resolved to the Union's satisfaction at Step Two, or in the event the Human Resources Supervisor has not served a timely written response at Step Two, then within seven (7) calendar days after the response date set forth in Step Two, the Union may notify the Human Resources Supervisor in writing of the Union's intention to submit the grievance for mediation to the New Jersey State Board of Mediation.

2. Grievances must relate solely to a controversy involving the express terms of this Agreement; be timely filed and timely processed through the applicable internal steps of this grievance procedure; relate solely to subject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by

way of remedy do not seek a result inconsistent with statute, administrative regulation or decisional law, inconsistent with the Authority's management prerogatives set forth generally and specifically in the Management Rights Article of this Agreement, or which would significantly interfere with such management prerogatives.

3. Within seven (7) calendar days after providing notice to the Human Resources Supervisor, the Union may invoke state mediation by submitting a written request theretofore to the New Jersey State Board of Mediation with a copy of such request to the Human Resources Supervisor. Thereafter, state mediation proceedings shall be conducted pursuant to the rules of the New Jersey State Board of Mediation, except as they may be expressly altered or modified herein.
4. The State Mediator's proceeding will include, but be not limited to, the State Mediator, the Grievant, the local Shop Steward, the Chief Shop Steward, the Local's President, or their designees for the Union and the Department/Division Director, the Human Resources Supervisor, or their designees for the Authority. The State Mediator will attempt to resolve the grievance informally. If both parties agree with the mediator's informal resolution, the grievance will be resolved and considered settled with no further action required.
5. If in the event an informal decision can not be reached by both parties, the State Mediator will then render a formal decision.
 - a. If the State Mediator rules in favor of the Authority, the Union is bound by the State Mediator's decision and must adhere to the mediator's findings.
 - b. If the State Mediator rules in favor of the Union, the Authority may accept the mediator's findings or reject the mediator's decision.

6. a. If in the event the Authority rejects the State Mediator's formal decision, the Union may, or may not, choose to submit the grievance to binding arbitration. Within seven (7) calendar days of the Authority's rejection of the State Mediator's formal decision, the Union must notify the Human Resources Supervisor in writing if the Union intends to submit the grievance to binding arbitration.
 - b. Should any case be referred to binding arbitration under these provisions, no findings, recommendations or determinations of the mediator will be made known to the arbitrator. However, evidence presented at binding arbitration shall be limited to evidence presented at mediation, except that anything not presented at mediation shall not be presented at binding arbitration unless that information is shared between the parties prior to the binding arbitration.
 7. Within seven (7) calendar days after providing notice to the Human Resources Supervisor of the Union's intention to go to binding arbitration, the Union may invoke binding arbitration by submitting a written request theretofore to the New Jersey State Board of Mediation with a copy of such request to the Human Resources Supervisor. Thereafter, binding arbitration proceedings shall be conducted pursuant to the rules of the New Jersey State Board of Mediation, except as they may be expressly altered or modified herein.
 8. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his/her award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final

statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, and shall be expressly bound by the considerations set forth in paragraph (2) above.

9. Grievance, mediation, and arbitration hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his/her request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the Human Resources Supervisor or his/her designee, in writing by no later than three days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority.
 10. It is agreed, for mediation proceedings, that only State Mediators representing the New Jersey State Board of Mediation will be utilized. State Mediators will be used on an alternating basis and will not be limited to any one individual mediator.
 11. Costs of the arbitrator shall be paid by the losing party. Additional costs incurred shall be borne by the party incurring same.
- C. It is the interpretation of both parties that if the Authority's response is late, without prior notification, the grievance progresses to the next step.
- D. In the event an employee is discharged, the parties agree to drop Step One and go directly to Step Two.

ARTICLE VII
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

ARTICLE VIII
UNION BULLETIN BOARD

- A. The Authority shall supply and maintain an enclosed bulletin board specifically marked for Union notices, upon which the Union may post notices of Union meetings, and activities which have been signed by a Union official from the local Union.

- B. The Authority reserves the right to refuse to allow the posting of matters that may be considered inflammatory or in poor taste.

- C. All other matters which the Union desires to be posted shall be first submitted to the Division Director or his/her designee.

ARTICLE IX
NONDISCRIMINATION

There shall be no discrimination by the Authority or the Union against any employee because of the employee's membership or nonmembership in the Union. The Authority and the Union agree that they will comply with all State and Federal statutes regarding discrimination.

ARTICLE X
SEPARABILITY AND SAVINGS

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

ARTICLE XI
PROBATIONARY PERIOD

- A. During the first one hundred eighty (180) days of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his/her employment within that time without challenge, by either the employee or the Union, and without resort to any grievance procedures or any other hearing procedure.
- B. The Authority retains the sole right to establish a hiring rate for probationary employees which shall be no more than the basic rates herein established, and shall be effective for up to six (6) months.
- C. During the probationary period, the new employee will not accumulate or be able to use the following:
- | | |
|-------------------|---------------------|
| 1. Sick Time | 3. Personal Time |
| 2. Vacation Leave | 4. Dental Insurance |
- After a successful completion of the probation, the employee will begin to accumulate and be able to use the above benefits as set forth by contract and/or Authority policy.
- D. State benefits are not affected by this Article.
- E. Seniority will begin on the date of hire.

ARTICLE XII
LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Authority.

- B. At the discretion of the Division Director and with the approval of the Executive Director and the Authority's Committee on Administration, any employee may be granted a leave of absence without pay.

- C. An employee on leave of absence without pay, except military leave, does not accrue annual leave, sick leave benefits, or any other benefits, with the exception of membership in the health benefits plan, which shall continue, and membership in the retirement system, which may be continued by forwarding a copy of the Authority's Resolution authorizing the leave of absence. However, no payments will be made by the Authority to the pension system or Health Benefits Plan during this leave of absence. The Authority will make available to an employee on leave necessary information to continue health coverage on his own. In the event that an employee is eligible for Federal Family Leave, health insurance coverage will continue, at the expense of the Authority, for the period of time that the employee is covered under the Federal and Family Medical Leave Act of 1993.

- D. A leave of absence shall not exceed three (3) months in length, after which it may be reconsidered, and any requested extension shall either be granted or denied. In the case of leave for disability purposes, the original leave shall not exceed six (6) months, subject to a three (3) month extension in the Authority's discretion. During such periods of disability leave, the Authority shall have the right to replace the employee on leave with a temporary employee for the duration of the leave.

- E. Employees are required to notify the Authority of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.

- F. The Authority shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event, shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave.

- G. An employee on authorized leave of absence shall retain seniority for “length of service” purposes.

ARTICLE XIII
MEAL ALLOWANCE

- A. If any employee shall work for three (3) full continuous hours past the normal eight (8) hour shift, the Authority shall provide a meal allowance of up to \$5.00 for such hours worked.

- B. The Authority may, in its discretion, require employees to provide a validated receipt for said meal.

ARTICLE XIV
UNION BUSINESS

- A. Shop Stewards are to discuss employee grievances on their own time only. However, if such grievance conferences must, because of the circumstances involved, be on working time, Stewards shall first obtain permission from their Division Director or other appropriate Supervisor before leaving their work station. Such permission will not be unreasonably denied. The Union may appoint a Chief Steward in addition to Shop Stewards who will represent the Union on grievances that reach Step Two of the Grievance Procedure.

- B. Under no conditions shall the Stewards interfere with the performance of the work of others.

- C. Up to four (4) employee members of the Negotiating Committee shall be excused for negotiations with no loss in regular pay. Such meetings shall be scheduled in an alternating basis between afternoon and evening sessions. It shall be the employee's responsibility to notify his/her supervisor at least one (1) week in advance of any negotiating meeting so that the supervisor may make arrangements for proper replacement, if necessary.

ARTICLE XV

JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight-time pay less any compensation (excluding travel expenses) they may receive for attending said Court proceeding for a maximum of two (2) weeks.

- B. If an employee is required to remain on jury duty for longer than the two (2) week period, then upon submission of a letter from the Judge presiding over the case expressing such requirement, the Authority shall grant additional leave.

- C. If employees are required to serve on jury duty, such employees shall be required to notify their immediate superiors in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty more than three (3) hours prior to the end of a work day, employees shall report for work for the remainder of the work day.

ARTICLE XVI
POSTING OF JOB VACANCIES

- A. All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of one (1) week, with a copy submitted to the Chief Shop Steward of the Union. Employees applying for such vacancies shall make a request in writing through their immediate supervisors to the Human Resources Supervisor. The Authority will post the results of the bidding within three (3) work days after the award of the job.

- B. Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided that such employees are, in the discretion of the Authority, qualified.

- C. If two (2) or more qualified employees apply for such position or promotion, seniority will be considered along with qualifications in determining which employee shall be selected to fill the position before any new employee is hired. The Authority reserves the right to select the most qualified candidate to fill the position.

- D. Applicants may apply for positions only during the posting period.

- E. In the event a candidate is out in authorized leave, the Shop Steward may apply for a position on his/her behalf; however, the candidate him/herself must reapply within two (2) days from his/her return to work. Failure to do so shall invalidate the application.

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

ARTICLE XVII
REPORTING PAY

If an employee is scheduled to report for work or is called into work and there is no work available, he/she shall receive three (3) hours of straight-time pay, unless the Authority has given him/her at least a one (1) hour notice not to report.

ARTICLE XVIII

SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, promotions, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be a factor in designating the employee to be affected.

- B. The seniority of an employee is defined as the length of continuous uninterrupted service as an Authority employee dating back to his/her last date of hire.

- C. The parties hereto shall recognize the principle of plant-wide seniority as follows:
 - 1. When the Authority determines that a layoff or rehiring is necessary, the last person hired in a job classification affected shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with their seniority and their classification; provided the more senior employee is able to do the available work in a satisfactory manner, and provided that he/she has the proper qualifications.
 - a. If an employee who is being laid off has previously held a full-time position within the bargaining unit, he/she will have the option to bump the least senior employee in the classification the laid off employee once held; provided that the laid off employee has more plant-wide seniority than the employee to be bumped.

 - b. If the employee who is being laid off has not previously held a full-time position within the bargaining unit, he/she will have the option to bump the least senior employee in the Utility Worker

classification; provided that the laid off employee has more plant-wide seniority than the Utility Worker being bumped.

- c. All full-time employees within the unit who are laid off will have the right to bid on available positions. The Union will submit a request for bid for the laid off employee.
- d. While under a layoff, if a Utility Worker I/II position becomes available, and no Utility Worker I/II employee is on layoff, the Authority will not bid the position. Other employees who are on layoff will be afforded recall rights to the Utility Worker I/II position regardless of classification, based on their plant seniority.

- 2. Stewards shall be deemed to have top seniority for the purpose of this Section (C), so long as they are able to do the available work in a satisfactory manner and have the proper qualifications.
- 3. Layoffs will become permanent if the employee is not recalled after two (2) years.

D. For promotions to a higher position or transfers to other positions within the bargaining unit, the Authority shall first attempt to make such promotions or transfers from its regular employees; considerations for such promotions or transfers shall be based upon seniority and ability to perform the work and qualifications, and if an employee so promoted or transferred is not deemed qualified after the ninety (90) day trial period, the employee will be placed back to the position from which he/she came. Likewise, if the position from which the employee left was filled, that employee will return to his/her former position without recourse to the grievance procedure. It is agreed that if a new hire was

placed into a position which is being reclaimed, the Authority has the right to retain such employee as a nonunion “substitute employee.”

If a bargaining unit employee accepts a position outside of the bargaining unit, that employee will be able to return to his/her former position only within the ninety (90) day probationary period of the new job. Likewise, if the position which the employee left was filled, that employee will return to his/her former position without recourse to the grievance procedure. It is agreed that if a new hire was placed into a position which is being reclaimed, the Authority has the right to retain such employee as a nonunion “substitute employee.”

- E. Twice each year, the Authority shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Authority. The seniority list shall be posted on the bulletin boards and will show the employees’ names, classifications and seniority dates.
- F. The Authority shall notify the Union of all newly-hired bargaining unit employees within thirty (30) days after hire.
- G. During a layoff, if the Authority offers a full-time, laid-off employee within the unit a temporary “substitute” position, the employee accepting this position will remain in the union and will receive the contract wage and uninterrupted benefits of the afforded job.
- H. If the Authority is not within a layoff period, or if call backs are refused, the Authority will retain the right to fill the temporary “substitute” position with a nonunion worker for the duration of the absence without union benefits.

ARTICLE XIX
TRANSFERS AND REASSIGNMENTS

- A. It is understood and agreed that from time to time the Authority has a need to utilize employees in other jobs temporarily.

- B. In the event of a reassignment, the Authority may choose any employee to fill the temporary job reassignment.

- C. When the need arises to transfer an employee to another job, the Authority shall first attempt to make such decisions based on the most qualified senior employee. If refused, the Authority will seek, in order of seniority, the next qualified employee to accept the transfer. Ultimately, the least senior employee in classification must accept the transfer. However, the ability to perform the job and qualifications will be the factor in designating the employee to be affected.

- D. A job reassignment is deemed temporary so long as it does not exceed four (4) months in duration. A job transfer is deemed temporary so long as it does not exceed four (4) months in duration, with the exception of transfers made to cover for employees on disability leave; in that event, the transfer shall be deemed temporary for its duration, so long as the original employee is on a disability leave.

- E. An employee who is officially transferred to another job classification will receive his/her regular rate or the minimum rate of the job to which he/she is transferred, whichever is higher.

ARTICLE XX
SAFETY COMMITTEE

- A. The Union may appoint a committee, not to exceed four (4) people, to meet with the Human Resources Supervisor, or his/her designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

- B. The Committee and the Human Resources Supervisor, or his/her designee, shall meet at least two (2) times per year.

ARTICLE XXI
BEREAVEMENT PAY

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

ARTICLE XXII

HOLIDAYS

A. Each employee covered by this Agreement shall receive their share (pro rata) of holiday pay at straight-time for each day for the following holidays:

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veterans Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas Day |

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

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

D. For the purposes of Paragraph B, in the case of five (5) day, Monday through Friday workers, if a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the following Monday.

E. In addition to the holidays listed in Paragraph A, above, each employee shall be entitled to four (4) personal days per year. One (1) week's advance notice shall be provided to the Authority; such days may be used on Martin Luther King Day or other such holidays, as well as for personal reasons. Requests for personal days off which are requested with less than one week's notice will not be unreasonably denied, according to the needs of the Authority.

ARTICLE XXIII
INJURY ON OTHER EMPLOYMENT

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

ARTICLE XXIV

VACATIONS

A. Each employee covered by this Agreement who has had the length of continuous employment as specified in the following table shall be entitled to the working time (pro rata) shown as vacation pay, at his/her regular hourly rate of pay:

Up to and including the third (3rd) year	-	Ten (10) days One day to accrue for each of the first ten (10) months of the year.
*Fourth (4th) through sixth (6th) year	-	Twelve (12) days Employee will receive six (6) days on January 1 following the anniversary date and one (1) day will accrue per month January through June
*Seventh (7th) through twelfth (12th) year	-	Fifteen (15) days Employee will receive seven and one-half (7.5) days on January 1 following the anniversary date and will accrue one (1) day per month January through July and one-half (.5) day in August
*Thirteenth (13th) through nineteenth (19th) year	-	Twenty (20) days Employee will receive ten (10) days on January 1 following the anniversary date and will accrue one (1) day per month January through October
*Twentieth (20th) year and later	-	Twenty-five (25) days Employee will receive thirteen (13) days on January 1 following the anniversary date and will accrue one (1) day per month January through December

*Any additional vacation earned due to a status change will be given prorated on the anniversary date for the remaining months left in that calendar year.

- B. Eligibility for vacation shall be computed as of the last date on which the employment began.
- C. Vacations shall be scheduled, to the greatest extent possible, according to the needs of the Authority by seniority within classification and location.
- D.
 1. Vacations shall be taken at a minimum of one (1) week at a time unless the Authority approves less at its option.
 2. Employees shall submit vacation requests by March 1 of any calendar year. Vacation requests will be granted on a first-come, first-served basis, based on the needs of the Authority. For the purpose of the employee planning his/her vacation, a tentative work schedule will be posted by January 31 each year.
 3. If vacations are not taken during the vacation year earned, vacation days shall accrue to a maximum of twenty-four (24) months' worth of vacation. Requests to accrue beyond twenty-four (24) months' worth of vacation days shall be reviewed by the Authority on a case-by-case basis.
 4. If, due to the exigencies of the work situation, the Authority requests an employee to forego his/her vacation, then the Authority will approve an accrual greater than twenty-four (24) months' worth of vacation.
 5. No vacation may be taken during an employee's probationary period.
 6. Vacation pay shall be paid in advance, provided proper advance notice is given to the Authority, and provided the vacation is for at least five (5) days in one payroll period.

ARTICLE XXV

SICK LEAVE

- A. All employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every full month of service. Unused sick days may be accumulated without limitation. Employees may “buy back” accumulated unused sick leave on the basis of one (1) day’s pay for each day accumulated, for those days accumulated in excess of forty-five (45) days only. The minimum buy-back shall be one (1) full day. This plan shall be administered in accordance with Authority rights and regulations, as shall a separate benefit relating to unused sick time at retirement.
- B. Sick leave shall be defined as follows:
1. Exposure to a contagious disease that would endanger the health of coworkers, 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 four (4) sick leave days may be used for this purpose; however, due to extenuating circumstances, this period may be extended at the discretion of the Authority.
- C. Sick leave is not advanced and cannot be used until it is earned.
- D. A medical report of proof of illness from a practicing physician will be required for absences of three (3) days or more. Abuse of sick leave or “patterned illness” shall be cause for disciplinary action up to and including dismissal.

- E. In the event of a work-incurred injury, an employee must apply for Workers' Compensation benefits. An employee shall be paid his/her full regular salary to the extent of his/her accumulated sick leave only, provided that he/she turns over to the Authority any and all Workers' Compensation benefits. Only the difference between such Workers' Compensation benefits and the employee's full regular salary shall be charged against accumulated sick leave.

- F. The Authority will schedule Workers' Compensation appointments, to the greatest extent possible, during the normal work week, Monday through Friday. All follow-up visits and physical therapy will be scheduled during off hours. However, if visits to authorized services cannot be scheduled during off hours due to unavailability of medical services, the Authority will allow such visits during working hours.

All visits are scheduled by the Authority pursuant to current Authority rules and regulations. No employee is to reschedule any visit for Workers' Compensation services before notifying and gaining permission to do so from the Authority.

- G. At no time may an employee collect more than his/her full regular salary.

- H. If an employee uses up his/her accumulated sick leave, he/she may then use any unused vacation time on the same basis as in Paragraph E above, or he/she may elect to go on unpaid leave of absence and retain any Workers' Compensation benefits to which he/she is entitled.

- I. The Authority reserves the right to assign "light duty work" to an employee, at its option.

- J. 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 a Judgment in the Division of Workers' Compensation, establishing such further period of disability, and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.

ARTICLE XXVI
CALL-IN/ON CALL 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 work or pay in lieu thereof at straight time. Provided the employee has worked eight (8) hours in a day, or forty (40) hours in a week, any employee who works one (1) hour and twenty (20) minutes or more under a call-in will be compensated at time and one half (1-1/2).

- C. Any employee who is scheduled for on-call duty will be compensated as follows: one-hour pay at straight-time for the last day before the holiday period, three-hour pay at straight-time for each day (24 hours) of the on-call duty and one-hour pay at straight-time for the first day after the holiday period.

- D. There shall be no pay for travel time under this Article.

ARTICLE XXVII
CODE OF CONDUCT

- A. Each employee agrees to abide by the New Jersey State Department of Environmental Protection Standards of conduct, as provided in N.J.A.C. 7:9-15.23, and any revisions thereto.
- B. In addition to the Standards mentioned in Paragraph A, each employee shall follow the following guidelines:
1. No employee shall engage in any activity which interferes with the full performance of his/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 Authority-leased property.

6. No employee shall engage in any act of violence causing damage to property or injury to individuals while on duty or on Authority-owned or Authority-leased property.

7. Inasmuch as the Authority is a public body and subject to Federal and State regulations, it is imperative that no employee shall engage in any criminal or disgraceful conduct which could prove prejudicial to the Authority.

8. No employee shall solicit or accept, whether directly or indirectly, or through his/her spouse or any member of his/her family, any compensation, gift, favor or service of value which he/she 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:
 - 1. Using your official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.

 - 2. Directly or indirectly coercing, attempting to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party, committee or organization, agency or person for political purposes.

 - 3. Being a candidate for elective office as a partisan candidate representing a national or State political party.

- C. Employees may be candidates for local school boards or nonpartisan local government offices, since the provisions of the Hatch Act only prohibit activity in a solely partisan situation.

- D. In addition to the provisions of the Hatch Act, no Authority employee shall directly or indirectly use or seek to use his/her authority or influence of his/her position to control or modify the political action of another person, and no Authority employee shall during the hours of duty, engage in political activity; nor shall he/she 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 potential political activity with his/her Department or Division Director.

ARTICLE XXIX
HOURS OF WORK AND OVERTIME

A. The normal workweek for Authority employees shall be five (5) eight (8) hour days within the period commencing 12:01 a.m. Sunday and terminating midnight Saturday. Effective June 14, 1998, it is agreed to change the schedule of blue collar employees as follows:

First Shift - 11:00 p.m. - 7:30 a.m.

Second Shift - 7:00 a.m. - 3:30 p.m.

Third Shift - 3:00 p.m. - 11:30 p.m.

However, the schedule above does not eliminate the Authority's right to establish and schedule the work hours of employees in accordance with its needs as defined in Management Rights, Article II, A.7.

B. Work schedules shall be posted on bulletin boards at least three (3) days in advance. However, the Authority reserves the right to make changes due to emergencies. The Authority agrees that it shall not indiscriminately adjust shifts solely to avoid overtime.

C. Work in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated at the rate of time and one-half (1-1/2) the base rate of pay. However, there shall be no pyramiding or duplication of overtime payments.

D. For the purposes of computation of overtime, hours worked, reporting pay hours, regular holidays, annual leave, administrative leave and personal time shall be counted.

E. Insofar as practicable, the Authority will distribute overtime work as equitably as possible, first within classification and location to employees qualified and available.

- F. In order to be compensable, all routine overtime must be prior approved by the Supervisor. In cases of emergencies or particular manpower coverage, overtime may be approved after the fact.

- G. All employees shall be expected to work a reasonable amount of overtime when requested.

- H. All employees shall be entitled to a one-half (1/2) hour non-paid meal period per shift. The eight (8) hour day in Paragraph A, above, shall be exclusive of the meal period.

- I. For the purposes of Paragraph C, above, a work day shall be defined as the twenty-four (24) hour period beginning with 12:01 a.m. and ending with 12:00 midnight.

- J. There shall be one (1) ten (10) minute paid break during the first part of the shift, and one (1) ten (10) minute paid break during the second part of the shift. In addition, a five (5) minute paid wash-up period will be provided before lunch and before quitting time. Those employees who need a shower (as determined by the Authority), shall be given a fifteen (15) minute period at the end of the day.

ARTICLE XXX

DRESS CODE

- A. Employees covered under this Agreement shall wear uniforms provided by the Authority and appropriate work shoes. In some cases, while working with dangerous chemicals, additional safety equipment may be required. Supervisors shall advise their staff as to required safety equipment.

- B. Each employee will receive an allowance of \$125.00, each year, for the purpose of purchasing safety shoes. Employees will have a choice of receiving their safety shoe allowance either through payroll (less the appropriate taxes) or by submitting a voucher to the Management and Budget Department by the second Friday of the month. A receipt for the safety shoes purchased, dated with the year the benefit is given must be submitted with the voucher. New employees will receive a pro-rata share when first starting with the Authority.

- C. Substantial and appropriate safety shoes and clothing must be worn while working at the Authority, pursuant to the Authority's current rules and regulations.

- D. The Authority shall provide each employee with six (6) summer tee shirts as part of their uniform.

ARTICLE XXXI
SHIFT DIFFERENTIAL

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

ARTICLE XXXII
EDUCATION AND TRAINING

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

ARTICLE XXXIII
MILITARY LEAVE

- A. Authority employees in the military reserves are granted Military Leave to fulfill their military obligations. This leave is not charged against the employee's annual leave.

- B. During the period of service in the military reserves, the employee is paid the difference, if any, between his/her salary with the Authority and that received from the military.

- C. The employee must furnish a copy of his/her orders to the Authority and if supplemental salary is requested from the Authority, the employee must furnish proof of the amount of salary received from the military for the period of his/her service.

ARTICLE XXXIV
INSURANCE COVERAGE

- A. The Authority shall continue to provide, at no cost to individual, eligible employees, a “Traditional” Medical Plan, in accordance with the benefits offered by the New Jersey State Health Benefits Program or a comparable health insurance plan.

- B. “Eligible” employees is defined as all employees hired before the signing date of this agreement, who work twenty (20) hours or more per week and employees hired on or after the signing of this agreement, who work thirty-four (34) hours or more per week. Employees hired on or after the signing date of this agreement, who work less than thirty-four (34) hours per week, will not be eligible for medical insurance coverage.

- C. Employees may elect to subscribe to an “HMO” program in which the Authority is participating. For such employees, the Authority will contribute an amount up to the cost of the coverage as outlined in Paragraph A of this Article; the balance shall be paid by the employees. Employees may make their choice of coverage during the Open Enrollment period in March, with the change of coverage effective on July 1 of the same year.

- D. The Authority agrees to continue to provide temporary disability insurance through the New Jersey State Temporary Disability Program. Temporary disability benefits will be provided to covered employees under the provisions set forth by the New Jersey State Temporary Disability Program.

- E. 1. The Authority will provide in lieu of the current “Medical Expense Bank,” Delta Dental’s “Delta Preferred PPO” plan, or a similar plan.

2. The Authority will contribute an amount up to the costing formula (\$375/\$425) of the former “Medical Bank” for each year of the contract toward this program.

The balance, or any extra premiums or expenses for this program, will be shared equally by all unit employees and shall be administered in accordance with Authority rules and regulations. In no event will the Authority contribute any amount greater than the costing formula of the existing coverage.

3. No cash benefit will be paid from this plan upon termination or cessation of service for any reason.
 4. For each year of the contract, a fund will be set up for all surplus or carry over funds for use in the year 2000 contract.
- F. Any unused monies, if any, up to a maximum of \$1,500, accrued in an employee's individual medical bank prior to January 1, 1993 will be available for appropriate disbursement in accordance with current Authority regulations concerning the "Medical Expense Bank."
- G. The Authority reserves the right to change carriers or to self-insure, at its option.

ARTICLE XXXV

RESIGNATION, RETIREMENT AND SEVERANCE

- A. In order to resign from the Authority in good standing, an employee must give adequate notice to his/her department. Fourteen (14) days is considered adequate notice; however, the Department/Division Director may consent to a shorter period.

- B. Severance pay is provided for those employees who lose their position through no fault of their own who are not entitled to an immediate retirement annuity. This severance pay is in the amount of one (1) week's pay for each year of service, prorated for any portion of a year's service. This policy does not apply to those employees who resign or are terminated as a result of their own actions. If any employee accepts severance pay upon layoff, there is no callback, the layoff is permanent.

- C. Individuals leaving the employ of the Authority in good standing, in a layoff situation or upon retirement, will be compensated for all of their unused annual leave, personal leave, and any sick leave in excess of forty-five (45) days. Compensation will not be given to any employee who resigned with insufficient notice or is terminated as a result of his/her own actions.

- D. Employees who retire from the Authority in good standing shall be entitled to receive compensation for unused sick leave at the rate of half (1/2) day's pay for each day of accumulated sick leave.

- E. In the event of the death of an Authority employee, compensation will be paid to said employee's estate for the employee's unused annual and personal leave. Sick leave will be compensated at the rate of half (1/2) day's pay for each day of accumulated sick leave up to forty-five (45) days. Any sick leave in excess of forty-five (45) days

will be compensated at the rate of one (1) day's pay for each day in excess of forty-five (45).

- F. Dismissal is at the discretion of the Department/Division Director and/or the Executive Director and notification for such dismissal will depend on the circumstances involved.


ARTICLE XXXVI
TERM AND RENEWAL

This Agreement shall be in full force and effect as of the date hereof, and shall remain in effect to and including December 31, 1999. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

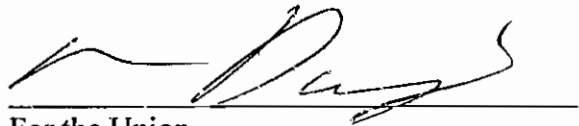
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this first day of July, 1998.

THE OCEAN COUNTY
UTILITIES AUTHORITY

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

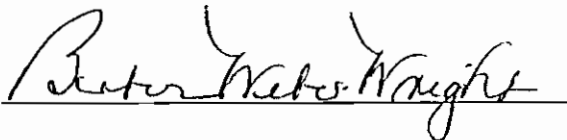


For the Authority

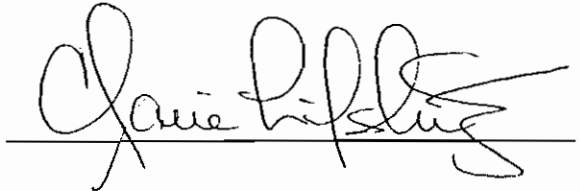


For the Union

WITNESS:



WITNESS:



ARTICLE XXXVII

HOURLY WAGES

<u>POSITION</u>	<u>1998</u>	<u>1999</u>
Articulated Truck Driver	16.23	16.64
Electrician	20.37	20.88
*Aide 4	18.43	18.89
*Aide 3	16.99	17.41
*Aide 2	15.93	16.33
*Aide 1	14.86	15.23
Equipment Operator	15.82	16.22
Incinerator Facility Operator	14.78	15.15
Instrumentation Tech	20.37	20.88
*Aide 4	18.43	18.89
*Aide 3	16.99	17.41
*Aide 2	15.93	16.33
*Aide 1	14.86	15.23
Laboratory Courier	11.62	11.91
Laboratory Tech	18.33	18.79
*Aide 3	16.50	16.91
*Aide 2	15.58	15.97
*Aide 1	14.24	14.60
Mason/Carpenter	18.33	18.79
Mechanic	18.33	18.79
*Aide 4	16.39	16.80
*Aide 3	15.50	15.89
*Aide 2	14.77	15.14
*Aide 1	14.29	14.65
Mechanic/Welder	19.00	19.48
Mechanical Technician	19.00	19.48
Operator 4	20.37	20.88
Operator 3	19.02	19.50
Operator 2	17.67	18.11
Operator 1	17.17	17.60
*Trainee 3	15.72	16.11
*Trainee 2	15.34	15.72
*Trainee 1	14.12	14.47
Painter	17.34	17.77
*Aide 2	15.52	15.91
*Aide 1	14.73	15.10
Septage Facility Operator	15.72	16.11
Solids Equipment Operator	14.78	15.15
Stores Inventory Control/Rec. Clerk	13.19	13.52

Utility Worker III - Metering Lines	15.16	15.54
Utility Worker III - CSOC	14.25	14.61
Utility Worker III	14.12	14.47
Utility Worker II	13.19	13.52
Utility Worker I	12.25	12.56
Vehicle Mechanic	18.33	18.79
*Aide 4	16.39	16.80
*Aide 3	15.50	15.89
*Aide 2	14.77	15.14
*Aide 1	14.29	14.65
Wastewater Technician	14.12	14.47

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

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

APPENDIX A

STANDARD OF APPRENTICE AND TRAINING

ELECTRICIAN
INSTRUMENT TECHNICIAN
MAINTENANCE MECHANIC
AUTO MECHANIC

Formulated By The

JOINT APPRENTICESHIP AND TRAINING COMMITTEE

Representing The

OIL, CHEMICAL, AND ATOMIC WORKERS

Local Union No. 8-149

and

THE OCEAN COUNTY UTILITIES AUTHORITY

Bayville, New Jersey

In Cooperation With

Bureau of Apprenticeship and Training
U.S. Department of Labor

New Jersey Department
Education
Vocation Division

STATUS OF AGREEMENT

Copy of March 31, 1994 agreement approved by Local 8-149 OCAW International Union, OCUA Joint Apprentice Committee, and filed with the U.S. Department of Labor, Bureau of Apprenticeship and Training.

INTRODUCTION

The following pages outline the OCUA Employees Apprenticeship and Training Program. The purpose of the program is to provide a formal training and work program for OCUA employees which will allow them to develop into full-fledged Journeymen.

OBJECTIVES

1. Provide a systematic method in which an individual may enter the Maintenance Area, acquire training, and progress to full rate.
2. Establish a joint committee of Union and Management representatives to set up the conditions by which an employee will progress in the program and the department.
3. Provide certification for those who complete the training program from the U.S. Department of Labor and a second from the State of New Jersey, Department of Education, Vocational Division.
4. For filling vacancies in the Maintenance Area before recruiting from outside provided there are an acceptable complement of Journeymen within a division.

1. DEFINITIONS

- a. "Authority" shall mean The Ocean County Utilities Authority, New Jersey.
- b. "Union" shall mean the Oil, Chemical and Atomic Workers AFL-CIO, Local 8-149.

- c. "Registration Agencies" shall mean the Bureau of Apprenticeship and Training, U.S. Department of Labor. The approving agency, the New Jersey Department of Education, Division of Vocational Education.
- d. "Apprenticeship Agreement" shall mean an agreement signed by the Authority, the apprentice, and the Union, and registered with the Registration Agency, covering the terms and conditions of acceptance of an apprentice and his/her apprenticeship in the training program.
- e. "Apprentice" shall mean an employee of the Authority, working under an Apprenticeship Agreement.
- f. "Committee" shall mean the Joint Apprenticeship and Training Committee as provided for in these Standards of Apprenticeship and Training.
- g. "Supervisor of Training" shall mean the person designated by the Authority to perform the duties outlined in the Standards of Apprenticeship and Training.
- h. "Standards of Apprenticeship and Training" shall mean this entire document including these definitions.
- i. "Tasks" shall mean a candidate's demonstrated proficiency in the performance of a unit of work related to his/her job classification.
- j. "Journeyman" shall mean a tradesman at the highest level of experience and rate of pay.

2. PLEDGE

In accordance with Section 30.3 (b) of Title 29 CFR, Part 30, relating to the conduct of Apprenticeship Program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor, we do hereby agree that:

"The recruitment, selection, and training of apprentices, during their apprenticeship shall be

without discrimination because of race, color, religion, national origin or sex. The Authority, Local 8-149 AFL-CIO, and the Joint Apprenticeship Committee will take affirmative action to provide equal opportunity in apprenticeship and will operate the Apprenticeship Program as required under Title 29 of the Code of Federal Regulations, Part 30."

3. POLICY

On or after the date that these Standards of Apprenticeship are duly executed, it shall be agreed that the Authority, the Union, and all apprentices employed in the trades covered herein shall be governed by the terms of these Standards of Apprenticeship and Training.

The Apprenticeship Program is a four-year program of reasonably continuous employment, which upon successful completion makes the employee eligible for a Certification of Completion of Apprenticeship.

4. QUALIFICATIONS FOR APPRENTICES

Applicants must:

1. Apply through regular job posting procedure (standard evaluation of applicant for position will apply).
2. Demonstrate mechanical aptitude through written and hands-on tests administered by the Authority.
3. Sign the Apprenticeship Agreement if selected.

5. CREDIT FOR PREVIOUS EXPERIENCE

An applicant for apprenticeship and training may receive credit on his/her term of training for credit accumulated in apprenticeship and training in other related trade or employment. The extent of credit will be determined on an individual basis by the Committee and vocational school system. Any credit given will be reflected in the apprentice's pay rate.

6. TERM OF APPRENTICESHIP AND TRAINING

The term of the apprenticeship shall be four consecutive years. The Apprenticeship Committee will review and make recommendations to the Supervisor of Training if there should be any exceptions to this term. Prolonged illness may extend the term of the apprenticeship. During this term, the apprentice must attend 144 hours of trade-related class instruction per year. Exceptions to the 144 hours can only be made by the school system. The apprentice will complete five on-the-job tasks per six months for a total of 40 tasks during his/her term. The tasks and task list will be developed by the Authority.

7. PROVISIONAL PERIOD

Apprentices will be on a provisional status throughout their four-year apprenticeship. The Apprenticeship Agreement may be cancelled by the Authority due to lack of performance by the apprentice as stated within this agreement, or if the apprentice should decide to leave the program, upon fifteen days written notification to the other party. In the event that an individual Apprenticeship Agreement is cancelled within 90 days after starting in the Apprentice Program, the employee will be transferred out of the Maintenance Area and be allowed to "bump" as defined in the bargaining agreement. If the Apprenticeship Agreement is cancelled after 90 days, the employee who has been in the Apprentice Program will be allowed to "bump" the least senior Utility Worker. Once an individual leaves the program, he/she will not be permitted to apply for future apprenticeship opportunities in the same trade for a period of four years from the effective date of leaving the program. Any exception to the four year "waiting period" for reapplication to the program will be solely and entirely at the Authority's discretion.

8. RELATED SCHOOL INSTRUCTIONS

The Committee shall cooperate with the County Vocational School Supervisor in matters relating to apprentice's classroom work.

Each apprentice shall be required to enroll and attend an approved course of study for apprentices a minimum of 144 hours per year.

The time spent in such classes shall not be considered as hours of work. The apprentice shall not be paid for class attendance. If overtime or other work conflicts with school attendance, school attendance shall take preference over such work except for meeting the emergency needs of the Authority.

The Authority shall pay for all reasonable expenses, i.e., all textbooks, fees and course-related materials required for his/her course of study. It is further understood and agreed that if the apprentice does not complete, or fails a required course, that he/she will reimburse the Authority for all expenses and will sign a payroll deduction authorization agreeing to same. Before the Authority pays any expenses, the apprentice must sign this payroll deduction authorization which allows the Authority to deduct these expenses from his/her paycheck for failure to reimburse the Authority for these expenses.

The school's grading of classroom performance will be accepted by all parties to these standards. In the event an apprentice receives a failing grade for the course, or fails to fulfill his/her obligation as to attendance, the Joint Apprenticeship and Training Committee shall take such action as is necessary.

9. HOURS OF WORK

The work day and work week for apprentices, and conditions associated therewith, shall be the same as those of Journeymen, and in compliance with State and Federal regulations and prevailing bargaining agreements. The Authority shall attempt to arrange working hours on a flexible basis for those employees who desire to attend approved training courses on their own time.

10. WAGES

The apprentice shall be paid the scale of wages as noted in

the bargaining agreement. These rates will be subject to all wage adjustments as negotiated by the bargaining unit.

Each apprentice who shall have satisfactorily completed all the requirements of training as established in these standards, shall thereupon be classified as a Journeyman. The apprentice shall receive Journeyman rate of pay when he/she has completed the program.

11. JOINT APPRENTICESHIP AND TRAINING COMMITTEE

There is hereby established, a Joint Apprenticeship and Training Committee. This Committee shall be composed of four (4) members, two (2) shall be appointed by the Union and shall be employees of the Authority with one (1) of them being a Journeyman, and two (2) shall be appointed by the Authority with one (1) designated as the Supervisor of Training. The Supervisor of Training will have the full and final authority to make decisions regarding any issue brought before the Committee.

The representatives who compose the Committee shall serve until their successors are duly selected and qualified. Reappointments shall be considered yearly. In the case of a vacancy on the Committee, such vacancy shall be filled by the selection of a successor in the same manner as that which the original selection was made.

The Committee shall meet approximately every six months and will consider all problems relating to the effective operation of the Standards of Training including eligibility, training agreements, job training processes, eligibility for wage progression, related classroom instructions, settlement of apprentice's problems, and completion of training; and it shall take appropriate action consistent with this Agreement.

12. SUPERVISION OF APPRENTICES

Apprentices shall be under general direction of the Supervisor of Training. Work and progress of apprentices shall be placed before the Committee for its consideration and recommendation.

Prior to each 12 month wage increase, each apprentice shall be subject to a review of his/her performance. Tasks, grades, and hours in the classroom will be the criteria from which the Committee will make its recommendations for the apprentice to advance to the next step of the program and receive the wage increase. In order for an apprentice to be moved to the next wage level, all tasks must be submitted or completed a minimum of one week prior to the wage increase. If the apprentice fails a task which was submitted but not completed prior to a wage adjustment, he/she will be moved back to the previous pay level until all requirements are met. In the event the Authority is unable to administer no more than two of the five tasks, the apprentice will be allowed to advance to the next level: however, the apprentice will be required to complete the tasks as soon as this opportunity is offered to him/her.

If the apprentice is unable to demonstrate his/her ability to become a competent Journeyman, the committee will make specific recommendations with objectives the apprentice must satisfy within a time period. If these objectives are not met, it will be the Supervisor of Training's responsibility to remove the apprentice from the program. Under special circumstances, an apprentice may be able to repeat a process or series of processes.

The apprentice is responsible to promptly inform the Committee if he/she is unable to fulfill any of his/her obligations under this Agreement for any reason. Failure to communicate as required shall be considered as a lack of interest in the program and subject the apprentice to removal from the Apprenticeship Program by the Supervisor of Training.

13. APPRENTICESHIP AGREEMENT

The apprentice shall sign an agreement which shall also be signed by the employer and the Union.

Each agreement entered into under these standards shall contain a provision making the terms and the conditions of the standards a part thereof. For this reason, the apprentice shall be given a copy of the standards.

After registration, copies of the Apprenticeship Agreement shall be distributed as follows:

- (a) The Apprentice
- (b) The Employer
- (c) The Committee
- (d) The Registration Agency
- (e) The Local Union
- (f) The Chief Shop Steward

14. On-THE-JOB TRAINING

Apprentices shall receive instruction from the Journeymen and maintenance supervision to perform the required on-the-job tasks. The on-the-job instruction and experience shall be administered in detail by maintenance supervision, through the Supervisor of Training.

15. FORCE REDUCTION

In the event that there is a reduction in the number of maintenance employees, the bargaining agreement bumping procedure will be followed.

Apprentices who are laid off will be allowed to finish the current semester of school. Credit will be given for successful completion of this period of study, and the apprentice will be reimbursed for school costs involved, as is covered in these Standards.

16. CERTIFICATION OF COMPLETION OF APPRENTICESHIP

Upon successful completion of the apprenticeship under these Standards, the Committee shall recommend to the Registration Agency that the apprentice be issued a Certification of Completion of Apprenticeship.

17. OFFICIAL APPROVAL

Before becoming operative, these Standards must have the official approval of the Authority and the Union, and be registered with the Bureau of Apprenticeship and the New Jersey State Department of Education, Vocational Division.

18. AMENDMENT TO THESE STANDARDS

These Standards may be amended at any time by action of the Committee, subject to approval by the employer, the Union, and the Registration Agency.

19. COMPLIANCE WITH THESE STANDARDS

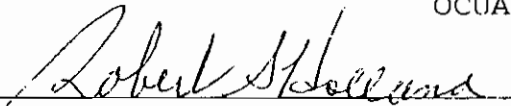
The signing of the Standards, therefore, binds the parties concerned to compliance with them.

20. RELATIONSHIP OF STANDARDS TO BARGAINING AGREEMENT

This particular agreement is not subject to the normal contractual grievance procedure.

This Agreement has been adopted by the OCAW-Local 8-149 and the OCUA as of April 9, 1996 and shall remain in effect up to and including December 31, 1997. *

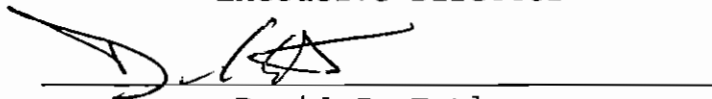
OCUA



Robert S. Holland
Executive Director

4/1/96

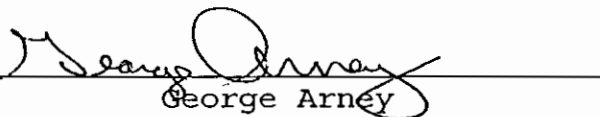
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David J. Ertle
Director, Central Services

3/29/96

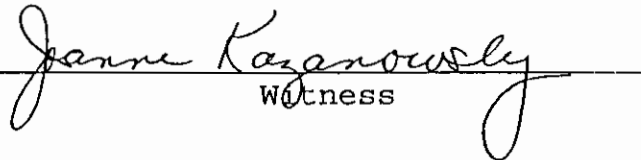
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George Arney
Human Resources Supervisor

3/29/96

Date

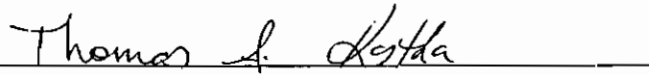


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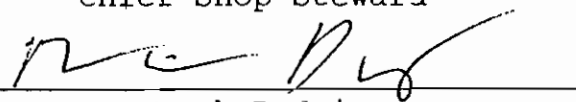
OCAW



Thomas Kostka
Chief Shop Steward

4/9/96

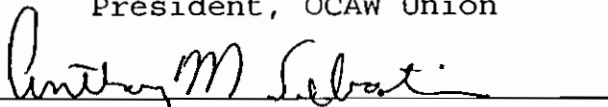
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Mark Dudzic
President, OCAW Union

4/9/96

Date



Witness

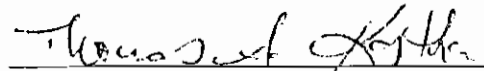
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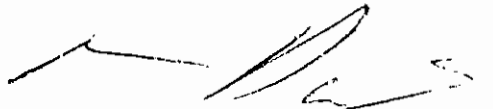
* It is understood by both the OCUA and the OCAW that under the existing bargaining agreement, the position of Instrumentation Technician only provides for three training levels. It is agreed by both the OCUA and the OCAW that candidates entering into this Apprentice Program for Instrumentation Technician shall begin his/her apprenticeship at the Instrumentation Technician Level II until such time as a Level I is negotiated by both parties in the future.

THE OCEAN COUNTY UTILITIES AUTHORITY

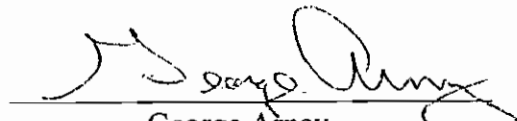
It is hereby agreed and understood that upon the OCUA and the OCAW International Union Local 8-149 establishing an Apprenticeship Training Program, those employees who elect not to join the program upon its implementation, will be locked into their current grade level and will not be eligible for any future grade promotions. In addition, if they decline to join the program at its implementation, they would only be able to enter the Program by bidding on a job posting for a future apprentice position if and when one becomes available.


Thomas Kostka
OCAW Chief Shop Steward

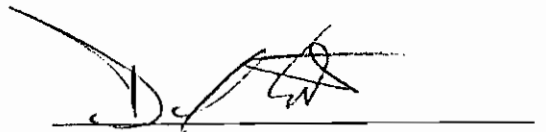
8/23/95
Date


Mark Dudzic
President, OCAW

8/23/95
Date


George Arney
Human Resources Supervisor

8/21/95
Date


David J. Ertle
Director, Central Services Department

8/21/95
Date