

AGREEMENT

Between

**THE LONG BRANCH SEWERAGE AUTHORITY
(MONMOUTH COUNTY, NEW JERSEY)**

-and-

**THE UNITED STEEL, PAPER and FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL , and SERVICE
WORKERS
INTERNATIONAL
UNION, AFL-CIO, CLC, ON BEHALF Of ITS LOCAL 4-149**

JANUARY 1, 2006 THROUGH DECEMBER 31, 2008

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PREAMBLE

The **AGREEMENT** made this day of 2006, by and between **THE LONG BRANCH SEWERAGE AUTHORITY**, in the City of Long Branch, County of Monmouth, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority"), and **UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, ON BEHALF OF ITS LOCAL 4-149** (hereinafter referred to as the "Union"), represents the complete and final understanding of the parties on all bargainable issues.

ARTICLE I

RECOGNITION

- 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 regular full-time blue collar employees employed by the Authority, but excluding all supervisors, foreman, managerial executives, and all other employees of the Authority.
- B. For the purposes of paragraph A above, a "full-time" employee is one who works more than twenty (20) hours per week and a "regular" employee is one who remains on the job for a period longer than the probationary period herein. However, the number of days may be extended by the mutual agreement of the Union and the Authority.

ARTICLE II

PROBATIONARY PERIOD

- A. During the first six (6) months of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his employment within that time without challenge under this Agreement and without resort to any grievance procedure by the Union. Additionally, the individual shall also be barred from the filing of a grievance due to termination under this paragraph.

- B. The Authority shall have the right to extend any probationary period by up to an additional sixty (60) days, upon notice to, and the agreement of, the Union. Such agreement by the Union shall not be unreasonably withheld.
- C. The Authority shall have the right to reduce the probationary as it deems necessary, with Board approval

ARTICLE III

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 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 in accordance with the grievance procedure herein;
 - 4. To make all decisions relating to the performance of the Authority's operations and maintenance activities, including, but not limited to, the

methods, means, processes, materials, procedures and employees to be utilized;

5. To establish any new job classifications and job content and qualifications without prior negotiations thereof. The Union, however, shall retain the right to file a grievance over the established rates.
6. To change the job content and duties of any classification. The Union shall retain the right to file a grievance over the established rate, however.
7. To determine the work performance levels and standards of performance of the employees;
8. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
9. To change, modify or promulgate reasonable rules and regulations;
10. To assign work as it determines will benefit the Authority and/or the public it serves.

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 of 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. 40A: 14A, the Sewerage Authority Law, or any other national, state, county, or local laws or ordinances.
- D. The Union, on behalf of the employees, agrees to cooperate with the Authority to attain and maintain full efficiency and maximum productivity.

ARTICLE IV

NO-STRIKE PLEDGE

- A. The Union agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or 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 stoppage of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Authority. The Union agrees that such action would constitute a significant 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, slowdown or other activity aforementioned.

- C. In the event of a strike, slowdown, walk-out or any other job action, it is 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. Noting 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 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 clause shall survive the Agreement.

ARTICLE V

NO LOCK-OUT CLAUSE

The Authority agrees, for the life of this Agreement, that it shall not lock-out the employees covered by this Agreement.

ARTICLE VI

DUES CHECKOFF AND INDEMNIFICATION

- A. Upon receipt of proper written authorization, the Authority shall deduct Union dues and initiation fees on a pro rata basis and shall remit the monies collected to the Union once each month.
- B. The Union agrees to indemnify, defend and hold and save the Authority harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this clause.
- C. If the rate of dues should change, the Union shall provide the Authority with ninety (90) days advance notice of such change.
- D. All deductions under the Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9(e).
- E. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Authority or any of its officers and employees shall not be liable for any delay in carrying out such deductions by mail to the assignees' last known address, the Authority and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE VII
REPRESENTATION FEE

- A. It is specifically understood that this article shall apply only to employees hired after May 4, 1981.
- B. If such an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) 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 membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by Union as majority representative.
- C. Prior to the beginning of each membership 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 membership year. The representation fee to be paid by non-members will be equal to 85 % of that amount.
- D.
 - 1. Once during each membership 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 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 sixty (60) days after receipt of the aforesaid list by the Authority; or
- (b) Sixty (60) days after the employee begins his or 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 non-bargaining 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 sixty (60) days after the Authority received said notice.
- 5. On or about the last day of each month, the Authority will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

6. 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. 34:13-5(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.
7. The Union shall save the Authority harmless from claims raised against it by any employee as a result of the Authority's fulfilling its obligations under this article.
8. 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 article.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. DEFINITIONS

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decision affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or 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 by-pass 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 stop the grievant from prosecuting his grievance in any form thereafter. The instant grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. STEP ONE - FOREMAN

- (a) A grievant must file his grievance in writing with the Foreman within five (5) days of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward.

- (b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the Shop Steward. It must set forth a statement of the fact constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Authority representatives whose actions or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth 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 be precluded from raising or presenting additional facts, witnesses or contract provisions thereafter, except with the express written consent of the Authority.
- (c) Once a grievance comporting with all the foregoing requirements is timely filed, the Foreman shall investigate the grievance and render a written response, which shall be given to the grievant within five (5) work days from the receipt of the grievance.

2. STEP TWO - OPERATION DIRECTOR

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Foreman has not served a timely written response at Step One, then within five (5) work days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to

the Operations Director. Upon receipt of the grievance by the Operations Director, the procedures set forth in Step One shall be followed, except that the parties shall meet within ten (10) work days of the presentation of the grievance to the Operations Director, and the Operations Director shall have ten (10) work days thereafter to respond.

3. STEP THREE - EXECUTIVE DIRECTOR

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Operations Director has not served a timely written response at Step Two, then within five (5) work days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Executive Director. Upon receipt of the grievance by the Executive Director the procedures set forth in Step Two shall be followed, such that the meeting date period shall be ten (10) work days thereafter. With respect to all grievances, not involving the express terms of this Agreement, the decision of the Executive Director shall be final.

4. STEP FOUR - (A) MEDIATION AND (B) ARBITRATION

With respect only to those grievances involving the express terms of this Agreement, and in the event the grievance is not resolved to the satisfaction of the grievant at Step Three, or in the event the Executive Director has not served a timely written response at Step Three, then within five (5) work days after the response set forth in Step Three, the Union President and/or International Representative, may submit the grievance to the New

Jersey State Board of Mediation for either (A) "mediation under contract" or for (B) binding arbitration. A copy of the request must be forwarded to the Executive Director.

In the event the grievance relates to a discharge of an employee covered hereunder, or to a suspension of more than five (5) days of a covered employee, then the grievance may be submitted to Building Arbitration under "B" below. All other grievances which involve the express provisions of this Agreement may be submitted to "mediation under contract" under "A", below.

- a. The Union President and/or International Representative may invoke "mediation under contract" by notifying the New Jersey Board of Mediation. A copy of such a request shall be provided to the Executive Director. Mediation shall be scheduled and conducted in accordance with the rules of the New Jersey State Board of Mediation, and the Mediator's recommendations, if any, shall be advisory only.
- b. In the event the grievance involves a discharge or a suspension of more than five (5) days, then the Union President and/or International Representative may invoke binding arbitration by submitting a written request therefore to the New Jersey State Board of Mediation, with a copy of such request to the Executive Director. Thereafter, binding arbitration proceeding 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.
 1. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) days

from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, nor shall he have authority to cause the Authority to expend funds not specifically budgeted for, and shall be expressly bound by the considerations set forth in the Management Rights' section of this Agreement.

2. Grievance, mediation and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the Executive Director, in writing, by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority.
3. The fees, expenses, and all other proper charges of the arbitrator shall be split equally between the parties.

ARTICLE IX

UNION BUSINESS

- A. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Stewards. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Stewards shall be designated representatives of the union for such matters which take place at the work place.
- B. The Union may designate no more than one (1) Steward and one (1) alternate Steward.
- C. The Stewards shall be given an opportunity to engage in the adjustment of grievances as provided for under the Grievance Procedure herein with Authority representatives.
- D. The Steward shall not leave his/her jobs without the permission of the Executive Director or his/her representative, and shall not contact another employee on Union business without prior permission of the Executive Director, or his/her representative.
- E. Under no conditions shall the Shop Stewards interfere with the performance of the work of others.
- F. The Stewards have no authority to give orders regarding work to any person employed by the Authority, by virtue of their position as Steward.
- G. The Union shall notify the Authority immediately following the selection of Stewards.
- H. The authority of Shop Steward shall be limited to and shall not exceed the following lawful duties and activities:
 - 1. The investigation and presentation of grievances to the Authority or the Authority's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.

2. The collection of dues when authorized by appropriate Local Union action.
 3. 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:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Authority's business.
- I. During negotiations for a Successor Agreement, up to two employees may participate in said negotiations with no loss in regular pay, for a maximum of eight (8) hours pay each for each session.

ARTICLE X

PLANT VISITATION

An officer or duly accredited representative of the union may be permitted to visit the plant 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 plant visitation shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.

ARTICLE XI

LEAVE FOR UNION BUSINESS

- A. The Authority agrees to allow one (1) employee per year to attend the Union's National Convention for a period of no more than one (1) week. Such leave shall be without pay, and shall

be granted, provided it does not interfere with the Authority's efficient operations.

- B. The Union shall give the Authority one (1) month's notice of said leave.

ARTICLE XII

BULLETIN BOARD PRIVILEGES

- A. Space Availability

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

- B. 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 C, below, except after such notice has been approved in writing by the Executive Director or his designee and the Union.

- C. Material

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

1. Notice of Union recreation or social affairs.
2. Notice of Union elections and results of such elections.
3. Notice of Union meetings.
4. Notice of Union appointments.
5. Union minutes of joint conferences or of general meeting.

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

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

ARTICLE XIII

PERSONNEL FILE

- A. An employee shall have access to his personnel file twice per year, upon one (1) week's prior written notice to the Executive Director.
- B. The one (1) week notice provision in Paragraph A is deemed to refer to notice given during the period Monday through Friday only.

ARTICLE XIV

SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of lay-offs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.
- B. The seniority of an employee is defined as the length of continuous service as an Authority employee dating back to his last date of hire.
- C. In the event of lay-off and re-hiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority, provided, in the judgment of the Authority, the more senior employee is able to do the available work in a satisfactory manner, and provided that he has the proper qualifications.

- D. When promotions to a higher position or transfers to other positions are in order, the Authority shall first attempt to make promotions or transfers from its regular employees. Considerations for such promotions or transfers shall be based first upon ability to perform the work and qualifications, and then upon seniority, and if any employee so promoted or transferred is not deemed qualified after three (3) month trial period, the Authority may remove him and re-transfer him to his former position. The decision as to whether an employee is qualified shall be made by the Authority.
- E. Once per 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. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employee's names, classifications and seniority dates.
- F. Seniority shall terminate: when the employees resigns; when the employee is discharged; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess ninety (90) days; upon absence without leave in excess of three (3) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working week's notice of recall from the Authority.
- G. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Authority record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

ARTICLE XV

POSTING OF JOB VACANCIES

- A. All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of seven (7) days. Employees applying for such vacancies shall make a request in writing to the Operations Director.
- 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, in its sole discretion, to select the most qualified candidate to fill the position.
- D. Applicants may apply for positions only during the posting period.
- E. If promoted, an employee shall serve in the new capacity for a three (3) month trial, during which the Authority may remove him and re-transfer him to his former position, if he is deemed not qualified. The decision as to whether an employee is qualified shall be made by the Authority.

ARTICLE XVI

HOURS OF WORK, OVERTIME AND WORK BREAKS

- A. The normal work day for all bargaining unit personnel shall be comprised of eight and one-half (8 1/2) hours, including a one-half (1/2) hour period for an unpaid meal break. Employee's will be required to punch the time clock out and in during their meal break. Specific shifts and hours shall be scheduled from time to time, by the Authority.

- B. Shift schedules shall be posted one (1) week in advance and shall not be changed unless due to an emergency.

- C. Overtime at time and one-half the base rate shall be provided for authorized work in excess of forty (40) hours per week.

- D. The Authority will make every reasonable attempt to equalize overtime among employees in the same classification, by using a "low hours" rotating seniority system. If the Authority is unable to secure an overtime employee, the lowest hour available employee in the affected classification will be mandated to work. Failure to comply with Paragraph "D" will result in immediate disciplinary action.

- E. Any time not recorded shall be considered as time not worked.

- F. All employees will be required to work overtime, and will be required to work emergency overtime at the sole discretion of management. Failure to comply with paragraph "F" will result in immediate disciplinary action.

- G. There shall be no pyramiding of overtime or premium pay.

- H. An employee shall not leave his work station until his relief has reported. An employee failing to comply with this paragraph will be considered to have abandoned his/her position, which action will result in immediate disciplinary action.
- I. Shift employees working the midnight to 8:00 a.m. shift or the 3:30 p.m. to midnight shift shall receive, in addition to their base rate, a premium of ninety (\$.90) cents per hour.
- J. All overtime work must be authorized in advance by the management.
- K. Employees shall be entitled to two (2) paid ten (10) minute work breaks per shift, which will be scheduled by the Authority and may be scheduled uniformly. It is specifically understood, however, that employees are "on call" during said breaks and may be required to work during such break periods. In that event, additional time shall be provided during the work day.
- L. The regular work week for collections system employees shall be five (5) days which may be scheduled Sunday through Saturday, pursuant to Paragraph A, above. To the extent possible, the Authority will attempt to schedule collections system employees' work weeks so as to provide five (5) consecutive workdays and two (2) consecutive days off, through the use of a staggered work week.
- M. During afternoon and midnight shifts, one (1) employee shall be authorized to leave the premises for twenty (20) minutes to pickup a meal for himself and/or other employees on duty. The employee leaving the premises shall "punch out" before leaving and "punch-in" upon his return.
- N. The Authority will provide a meal allowance of Twelve Dollars and Fifty Cents (\$12.50) after an employee works for ten (10) consecutive hours.

ARTICLE XVII

WAGES

A. All employees will be placed on the new wage scale, (See Attached). Once an employee reaches the top rate of the scale, then the only increase will be an annual adjustment (See Paragraph "C"), to be negotiated with the Union and the Authority.

B. New employees may be hired at any rates, in the Authority's discretion. Employees promoted will receive the next highest rate over their current pay in the new category, or any higher rates at the Authority's discretion within the existing scale.

C. Effective January 1, 2006 increase of 3% to the top base salary.
Effective January 1, 2007 increase of 2.5% to the top base salary.
Effective January 1, 2008 increase of 3% to the top base salary.

ARTICLE XVIII

HOLIDAYS

A. For each year of this Agreement, employees shall be entitled to the following paid holidays.

New Years Day	Columbus Day	Martin Luther King Day
President's Birthday	Election Day	Christmas Day
Good Friday	Veteran's Day	Labor Day
Memorial Day	Thanksgiving	
Independence Day	Day After Thanksgiving	

B. Holidays falling on Saturday or Sunday shall be celebrated on the previous Friday or the next Monday, respectively.

C. Hours worked on a holiday shall be compensated at time and one-half (1 1/2) for those hours worked, in addition to the day's holiday pay at straight time.

D. An employee who is absent on the last regularly scheduled day of work, before or after a holiday, shall not receive holiday pay unless such absence was approved in advance. Should an employee leave work "sick" the day before or after a holiday, then that employee's compensation will be equal to the actual hours worked the day before or after the holiday. A doctor's note will be required to receive full holiday compensation.

E. In addition to Paragraph "A" an employee will be entitled to one (1) day per year for a "PERSONAL HOLIDAY". However this personal holiday must be approved in advance by the Executive Director or his representative. This Personal Holiday will "ONLY BE APPROVED", if it does not require OVERTIME to cover this position.

ARTICLE XIX

VACATIONS

A. Vacations shall be provided to members of the bargaining unit in accordance with the following schedule:

<u>COMPLETED YEARS OF EMPLOYMENT</u>	<u>NUMBER OF WORKING DAYS OF VACATION</u>
1-5	10
6-7	13
8-9	15
10-11	17
12-13	18
14-15	21
16-17	23
18	24
19	25
20 and over	26

B. Vacation entitlement shall be calculated on a calendar year basis and shall be based upon the portion of the previous year which the employee was actively employed by the Authority.

C. Vacation allowance must be taken during the current year at the time permitted unless due to the request of the Authority, it is deferred to the following year only. Failure to comply with this

paragraph will result in a forfeiture of unused vacation time. NOTE: The Authority will allow a period of one (1) year for all employees to comply with this provision.

- D. Scheduling of all vacations shall be at the discretion of the Executive Director or his designee. Seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Authority. Vacations may not be rescheduled on the basis of seniority once a period of thirty (30) calendar days has passed from the time the vacation was scheduled and posted.
- E. With the exception of five (5) days of vacation, all vacation time shall be taken at a minimum of one (1) week at a time unless the Authority approves less at its option. If an employee desires to take up to five (5) of his vacation days in blocks of less than five (5) days (but at least one (1) full day at a time), he shall provide at least one week's notice to the Authority, unless due to an documented emergency, such notice cannot be provided. In the event, the employee shall provide as much notice as he can.
- F. Pay for vacation periods consists of regular base pay only, excluding overtime, shift differential, and beeper keeper pay.
- G. Procedural aspects of vacation scheduling shall be as determined by the Authority.
- H. There will be no deferral or carry-over of vacations from year to year unless due to the needs of the Authority, deferral is requested by the Authority; in the event, one years' accrual may be made.

- I. Where feasible, the employee with the least seniority on the 8:00 a.m. to 4:30 p.m., Monday to Friday shift, will be required to cover the vacation swing shift as a condition of his job. If such employee is unavailable due to illness, the next senior person shall cover such swing shift. No employee shall be required to work two (2) consecutive shifts as a result of this Section. This procedure shall be followed for all job classifications.

ARTICLE XX

SEVERANCE PAY

In the event employees are laid off due to lack of work, employees shall be entitled to the following separation pay:

<u>Years of Service</u>	<u>Amount of Pay</u>
After three years of continuous service	One Week Pay
After ten years of continuous service	Two Weeks Pay
After fifteen years of continuous service	Three Weeks Pay
After twenty years of continuous service	Four Weeks Pay

ARTICLE XXI

JURY DUTY

- A. Employees required to report for jury duty or service shall be paid the difference between their regular base and jury duty pay, if any.
- B. Employees who are released from jury service three or more hours prior to the end of their scheduled shift are required to return to work for the remainder of their shift.
- C. Proof of jury duty shall be the responsibility of the employee.

ARTICLE XXII

MILITARY LEAVE

- A. Military leave shall be provided in accordance with applicable law.

ARTICLE XXIII

SICK LEAVE AND BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall be granted sick leave with no loss of regular straight time pay of one (1) working day for each month of service (to a maximum of twelve (12) days per year).
- B. For new employees this accumulation shall begin only after completion of the probationary period.
- C. Sick leave may be utilized only for bona fide illness, accident or exposure to contagious disease which necessitate absence from work. A certificate by the attending physician shall be required at the discretion of the Executive Director.
- D. In the event of the absence of an employee such employee shall notify the Authority at least two (2) hours prior to their scheduled shift. Such employee shall call prior to his scheduled shift for any days during which a sick day will taken.
- E. Unused sick days may accumulate up to 70 days. The employee may request pay of unused sick time on a yearly basis. The Authority will pay an employee for unused sick days in January of the next year. Employees with a substantial number of sick days will be paid out by a mutually agreed schedule, not to exceed a two year period. NOTE: Payment of unused sick days will be paid by a separate payroll check.
- F. In addition to sick leave, up to three (3) days per occasion may be used to attend to family bereavement needs or funerals due to the death of an immediate family member, which shall include only employee's spouse, parent, child, grandparents, brother, sister, mother-in-law or father-in-law. The Executive Director, in his discretion, may allow up to two (2) additional bereavement days.

- G. Bereavement days shall be taken consecutively between the date of death and the date of the funeral only.
- H. Up to four (4) sick days per year may be used for personal emergencies which necessitate absence from work. These days will be counted as sick days, and in the event they are not used shall accumulate as unused sick days, as with any other unused sick leave. If the days are used for personal emergency, the employee shall provide at least one week's notice to the Authority, unless, due to a documented emergency, such notice cannot be provided. In that event, the employee shall provide as much notice as he can.
- I. Failure to report absences properly shall be deemed grounds for refusal to grant sick leave or for disciplinary action.
- J. Sick leave may be used in one-half (1/2) day or full day blocks only, and a minimum of three (3) hours will be deducted from unused sick time.
- K. Employees shall be compensated in cash or equivalent, for any accumulated sick leave (up to the maximum amount in Paragraph E of this article) when they are separated from employment as a result of retirement, death, resignation, permanent layoff or termination for good cause only. In the event of death, payment shall be made to the estate of the employee. The amount of the payment shall be calculated at the employee's rate of pay in effect on the pay-day immediately preceding the employee's separation in accordance with the following formula:

<u>Years of Service</u>	<u>Percentage of Unused Sick Leave Paid</u>
1 - 10	25%
11 - 20	50%
21 - 30	75%
31 or more	80%

ARTICLE XXIV

REPORTING ACCIDENTS

- A. Any employee involved in an accident shall immediately report said accident and any physical injuries sustained.
- B. The injured employee, before going off duty and before starting his next shift, shall assist the employer in making out an accident report while on Authority time, and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE XXV

WORK-INCURRED INJURIES

- A. In the event of a work-incurred injury, an employee must apply for Worker's Compensation benefits. An employee shall be paid in full regular salary to the extent of his accumulated sick leave only, provided that he turns over to the Authority any and all Worker's Compensation benefits. Only the difference between such Worker's Compensation benefits and the employee's full regular salary shall be charged against accumulated sick leave.
- B. At no time may an employee collect more than his full regular salary.
- C. If an employee uses up his accumulated sick leave, he may then use any unused vacation time on the same basis as in Paragraph A above, or he may elect to go on unpaid leave of absence and retain any Worker's Compensation benefits to which he is entitled.
- D. The Authority reserves the right to assign "light duty work" to an employee, at its option.
- E. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician chosen by the Authority, or by its insurance carrier,

then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, establishing such further period of disability, and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.

ARTICLE XXVI

LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Authority.
- B. 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.
- C. An employee on leave of absence without pay, except military leave, 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.
- 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.
- 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 preferential as to an other decision regarding a leave, nor shall denial be the subject of a grievance.

ARTICLE XXVII

JOB EVALUATION

- A. The Authority will advise the Union of any new job or jobs which have, in the Authority's opinion, been changed or modified in such manner as to justify a re-evaluation by the Authority.
- B. "Employee job evaluations will be conducted annually."

ARTICLE XXVIII

SAFETY COMMITTEE

- A. The Union may appoint a committee, not to exceed two (2) people, to meet with the Operations Director and a member of the Authority, or his designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public. One (1) of these safety committee members will serve on the Authority's Accident Review Board.
- B. The Committee and the Operations Director, or his designee, shall endeavor to meet at least four (4) times per year.
- C. All safety equipment deemed necessary by the Authority shall be provided at the expense of the Authority. All employees shall utilize safety equipment when it is designated as necessary by the Authority in a work area. If the safety equipment is not available, it should be reported to the Operations Director.
- D. All employees who are required to operate any Authority equipment which is rated at or above 26,000 lbs., shall be required to comply with Federal regulations (49 CFR Part 396.17), and the Authority's Substance Abuse and Alcohol Misuse Policy, attached to this Agreement as Exhibit

"A." This Policy shall include random drug and alcohol testing, as amended by the Authority on march 12, 2003, Resolution #R6.3-03.

E. Due to the nature of employee's working within the treatment facility and upon the public traffic lanes, employees in these safety sensitive positions will be subject to Drug & Alcohol testing to comply with Federal, State, and Local laws concerning "Safety Sensitive Positions." The first time an employee tests positive, provided it is not a grievous action, the Authority will refer the employee to our Employee Assistance Program. The second time an employee tests positive, he/she will be terminated.

F. **SAFETY BONUS DAY**

If a permanent employee has not been involved in an accident that has resulted in a cost to the Authority, or the Insurance Carrier on behalf of the Authority, for a one year period, such year commencing January 1 in each year of this agreement, the Authority will pay to that employee an amount equivalent to a regular day's pay, excluding overtime, shift differential, or beeper keeper pay. New employees qualifying for this bonus will have their payments prorated based on the portion of the calendar year they are employed by the Authority, as a permanent employee. All bonuses paid under this paragraph shall be subject to usual and regular deduction.

ARTICLE XXIX

SWAPPING OF SHIFTS

Swapping of shifts between individual employees is discouraged and will be allowed only under the following conditions:

1. On proper presentation to the Operations Director of good and sufficient reason for the swap, at least forty-eight (48) hours in advance.
2. There shall be no additional costs to the Authority, such as where overtime results.
3. The employees swapping must be equally qualified and within the same job classification.
4. All swaps must be confirmed in writing by all involved parties through use of the Authority's shift swap form.

ARTICLE XXX

MINIMUM CALL-BACK

- A. In the event that a plant employee is called back to work after his regularly scheduled shift, he shall be guaranteed a minimum of two (2) hours' pay at the rate of time and one-half. The maximum pay under this Paragraph shall be either two (2) hours' pay at the rate of time and one-half or the actual time worked at the rate of time and one-half for each call-back, whichever is greater.
- B. 1. Collection system employees shall be scheduled for regular on-call duty so as to provide year-round coverage for "after-hour stoppages" between the hours of 4:30 p.m. and 8:00 a.m., on weekdays, Monday through Friday, and on a 24-hour basis on weekends, Saturday through Sunday. All assignments for coverage of "after-hour stoppages" shall be on a rotating basis. Swapping of shifts shall be permissible as provided in Article XXIX. The Union and the Authority expressly agree that time spent on-call shall not be considered as work time within the meaning of the Fair Labor Standards Act.
2. During such on-call duty, one (1) collection system employee will be provided with an electronic paging device. Failure to respond to a signal from the electronic paging device within sixty (60) minutes will result in the on-call employee forfeiting from his beeper keeper pay, for that week, the equivalent of three (3) hours of his regular hourly rate of pay.
3. For participation in the on-call system, one (1) collection system employee will receive, as part of his/her weekly wage, an additional adjustment of \$2.40 per hour, added to the employee's regular hourly rate of pay, such total additional compensation not to exceed \$1,667.00 per year. The requirement for the additional payment provided in this

subparagraph shall expire and become null and void as of the expiration of this Agreement on December 31, 2005.

4. All on-call collection system employees, including the on-call employee, called back for "after hour stoppages" between 4:30 p.m. and 10:00 p.m. on weekdays, Monday through Friday, and on weekends, Saturday through Sunday, between 8:00 a.m. and 10:00 p.m., will be paid at the rate of time and one-half per call, with a guarantee of one (1) hour per call. All call backs between 10:00 p.m. and 8:00 a.m. will have a guarantee of two (2) hours per call.
5. The Authority reserves the right to discontinue the above-described on-call system for the remainder of any calendar year where total expenditures under subparagraphs B.3 and B.4, above, are equal to or greater than \$19,469 in 2002, \$20,248 in 2003 or \$21,058 in 2004 or \$21,900 in 2005. In the event the Authority discontinues the on-call system pursuant to this subparagraph, the on-call system will be reinstated as of January 1 of the next succeeding calendar year.

ARTICLE XXXI

MISCELLANEOUS

A. **SCHOOLING**

1. The Authority shall pay the tuition and fees, in advance, for courses applicable to the individual's work assignments.
2. Requests for payment of schooling must be submitted to the Authority for review and must be approved in advance by the Executive Director in his sole discretion.
3. In order to qualify for payment of tuition and fees, the employee must complete and sign a document complying with all applicable laws and regulations, providing that, if the employee fails to complete or does not attain a passing grade for the course, the Authority shall deduct from the employee's pay all costs related to any advances made by the Authority to the employee under this Paragraph A.

B. **IMMUNIZATIONS**

The Authority shall continue to provide, at its expense, flu shots and tetanus shots to each employee once per year.

C. **PRINTING OF CONTRACT**

The Authority shall provide copies of this Agreement at its own expense, in sufficient numbers for each member of the bargaining unit.

D. **COMMERCIAL LICENSE**

A total of eight (8) employees as set forth below, will be required to obtain a Class B Commercial License no later than April 1, 1992:

4 Utility Workers

3 Road Crew Employees

2 Mechanics

The Authority will pay, on a one-time basis, for each of the above positions, all testing fees and the fee for the aforesaid license.

E. **PULMONARY TEST**

All employees will be required to undergo an annual pulmonary test at the Authority's expense.

F. **LICENSING PREMIUM SYSTEM**

The Authority and the Union agree to the following Licensing Premium System:

S1 C1 \$300.00

S2 C2 \$600.00

S3 C3 \$900.00

S4 C4 \$1200.00

The above premiums shall be non-cumulative and thus, the Authority will pay qualifying employees for one (1) license only, either an S license or a C license depending upon the employee's classification. The Qualifying employee must submit the DEP license renewal to the Comptroller, in order that it may be attached to a certified payroll. If the qualifying employee fails to submit their renewal within the year renewed, then the qualifying employee will forfeit their compensation for that year. This premium will be paid through the payroll system which

will be subject to all payroll deductions. CDL and Boiler Licenses are not included in the above Licensing Premium System.

- G. All employees are required to maintain a valid New Jersey Driver's License; however, should a grievous action occur which result in a loss of license, may result in immediate termination. The first time an employee fails to maintain his/her driver's license in good standing, the Authority will make every reasonable attempt to accommodate said individual for a period not to exceed seven (7) months. The second time an employee fails to maintain a valid New Jersey driver's license, he/she will be terminated. It will be the responsibility of the employee to notify the authority immediately, should his/her license be revoked or suspended. Failure to notify the Authority will be cause for disciplinary action.

ARTICLE XXXII

UNIFORMS

- A. Uniforms, including rain gear and one winter coat, shall be provided to each employee in accord with current practice.
- B. Employees who utilize rubber boots shall be provided with such boots at the Authority's expense. Boots will remain on the premises and shall be replaced, damaged, in the Authority's discretion.
- C. The Authority shall pay up to \$100.00 per year, directly to a vendor to be selected by the Authority, for each employee's purchase of work shoes. Each year the Authority will designate a vendor and specific shoe to be purchased by the employees. Employees shall be required to

obtain the required shoes from the designated vendor. Such shoes shall be worn by the employees at all times during working hours.

- D. Uniforms shall be worn at all times while on duty. Failure to wear the Authority's approved uniform, will subject the employee to immediate suspension until they return in proper attire.

NOTE: The Authority agrees to provide a sufficient number of uniforms to facilitate a daily change of pants and shirts, and this provision will not be enforced until such additional uniforms have been provided.

ARTICLE XXXIII

INSURANCE COVERAGE

- A. The Authority will provide hospitalization and medical coverage to employees and their eligible dependents as provided under the current health benefits plan, at no cost to the employee during the term of his/her employment. Upon an employee's non-deferred retirement from the Authority following twenty-five (25) years of service in a State-administered retirement system, or upon a State Disability retirement in accordance with the laws, rules and regulations of PERS, the Authority will continue to provide such coverage to the employee his/her eligible dependents and surviving spouse in accordance with Chapter 88, P.L. 1974, as amended by Chapter 436, P.L. , 1981. (Add Any additional increases beyond December 31,2005 will be paid by the individual employee.)
- B. The Authority shall continue to provide life insurance a the rate of \$15,000.00 coverage per employee.
- C. The Authority shall continue to provide accidental death and dismemberment insurance in the amount of \$5,000.00 coverage per employee.

- D. The Authority shall continue to maintain enrollment in the Public Employees Retirement System for the State of New Jersey.
- E. The Authority shall maintain enrollment in the New Jersey State Disability Plan, contributing no more than a maximum of \$45.00 per employee per annum.
- F. A dental plan shall continue to be provided at the sole cost of the Authority at a maximum cost to the Authority of \$790.00 per annum per employee.
- G. The Authority maintains the right to change carriers under any of the above coverage's, so long as equal or better than, benefits are maintained.

ARTICLE XXXIV

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, the understandings and agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this Agreement.
- C. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any rights to bargain or negotiate with respect to any matter or subject not specifically referred to or covered in 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 XXXV

NON-DISCRIMINATION

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

ARTICLE XXXVI

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 XXXVII

TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2006, and shall be in effect to and including December 31, 2008.

- B. This Agreement shall not, however, become effective until countersigned by duly authorized representative of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, USW, AFL-CIO-CLC, on behalf of it's Local 4-149, and Long Branch Sewerage Authority hereinafter referred as the (Employer).

UNITED STEEL WORKERS

**LONG BRANCH SEWERAGE
AUTHORITY**

Leo W. Gerard, International President

L. Frank Blaisdell, Chairman

James D. English, Inter. Sec./Treas.

John Brockreide, Vice-Chairman

Thomas Conway, Vice-President, Administration

Thomas George, Treasurer

Fred Redmond, Vice-President, Human Affairs

Joseph A. Martone, Executive Director

William J.Pienta, Director, District #4

Staff Representative, Del Vitale

Kenneth Goley, President, Local4-149

Chief Steward

