

COLLECTIVE BARGAINING AGREEMENT

between

**THE PEQUANNOCK, LINCOLN PARK AND
FAIRFIELD SEWERAGE AUTHORITY**

and

**UNITED PUBLIC SERVICE EMPLOYEES UNION
NEW JERSEY DIVISION**

EFFECTIVE DECEMBER 1, 2011 THROUGH DECEMBER 31, 2014

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PREAMBLE

THIS AGREEMENT made this 8th day of February, 2012, effective December 1, 2011, by and between THE PEQUANNOCK, LINCOLN PARK and FAIRFIELD SEWERAGE AUTHORITY, located in the Borough of Lincoln Park, County of Morris, State of New Jersey, a public employer in the State of New Jersey (hereinafter referred to as the "Authority"), and UNITED PUBLIC SERVICE UNION, NEW JERSEY DIVISION, located at 3555 Veteran's Highway, Suite H, Ronkoma in the State of New York, a labor organization, (hereinafter referred to as the "Union"), represents the complete and final understanding of the parties on all bargainable issues.

ARTICLE I

RECOGNITION

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 the members of the bargaining unit, which shall be defined as follows: all professional and non-professional, non-supervisory, regular, full-time and regular part-time employees performing laboratory, operations and maintenance functions employed by the Authority, but excluding all supervisors, as defined in the "Act", foremen, superintendents, managerial executives, clericals, confidential employees, security personnel, casual summer employees, staff engineer, lead shift operators and all other employees of the Authority.

ARTICLE II

PROBATIONARY PERIOD

A. During the first one-hundred eighty (180) calendar days of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his employment within that time without challenge by either the employee or the Union and without resort to any grievance procedures or any other hearing procedure.

B. Employees may become dues-paying members of the Union after thirty (30) days of employment.

C. All benefits of this Contract shall apply to probationary employees with the exception of those specifically mentioned and with the exception contained in Paragraph D of this Article.

D. Probationary employees may accumulate all types of leave, but may not use any until the completion of the probationary period.

ARTICLE III

DUES CHECKOFF AND INDEMNIFICATION

A. Upon receipt of proper written authorization, the Authority shall deduct Union dues 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 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. Assignees shall have no right or interest whatsoever in any money authorized to be 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 any and all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE IV

UNION SECURITY

A. Upon the request of the Union, the Authority shall deduct a representation fee from the wages of each employee who is a member of the bargaining unit but who is not a member of the Union.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after canceling their membership in the Union.

C. The amount of said representation fee shall be certified to the Authority by the Union within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its members.

D. The Union agrees to indemnify, defend and hold the Authority harmless against any liability, cause of action, or claims of loss, whatsoever arising as a result of said deductions.

E. The Authority shall remit the amounts deducted to the Union in a similar manner to which it remits regular dues, fees and assessments of members of the Union.

F. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) (L. 1979 c.477) 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 such deductions.

ARTICLE V

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 and after the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing 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 the qualifications and conditions of continued employment or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for just cause;

4. To establish a code of rules and regulations of the Authority for the operation of the Authority;

5. To make all decisions relating to the performance of the Authority's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;

6. To establish any new job classifications and job content and qualifications;

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 use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A. 40A:14A or 14B (the Sewerage Authority Law) or any other national, state or local laws or ordinances.

D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein.

ARTICLE VI

NO-STRIKE PLEDGE

A. The Union covenants and 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 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 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 actions, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action.

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. In the event of activity aforementioned, the Authority shall cease making deductions under the "dues deductions" clause herein.

ARTICLE VII

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 decisions 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 the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein or by mutual Agreement of the parties and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. Step One - Plant Superintendent

(a) A grievant must file his grievance in writing with the Plant Superintendent within seven (7) 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 signed by him (them) and the Shop Steward. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Authority representatives whose action or failure to act forms the basis of the grievance, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.

(c) Once a grievance comporting with all the foregoing requirements is timely filed, the Plant Superintendent shall investigate the grievance and render a written response, which shall be given to the Grievant within ten (10) days from receipt of the grievance. No meeting regarding the grievance shall take place without notice to the Shop Steward and without his attendance, if requested.

2. Step Two - Executive Director

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Plant Superintendent has not served a timely written response at Step One, then within seven (7) 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 Executive Director or the Assistant Executive Director as the Executive Director's designee (collectively hereinafter "Executive Director" for Article VII only). Upon receipt of the grievance by the Executive Director, the procedures set forth in Step One shall be followed, except that the parties shall meet and a written response shall be given within forty five (45) days from the Executive Director's receipt of the grievance. With respect to all grievances not involving disciplinary matters, the Executive Director's decision shall be final. The Business Agent shall be afforded an opportunity to be present at any meetings concerning the grievance at this level.

3. Step Three - Binding Arbitration

(a) With respect only to those grievances involving disciplinary matters and in the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Executive Director has not served a timely written response at Step Two, then within ten (10) days after the response date set forth in Step Two, the grievant may notify the Executive Director in writing of the grievant's intention to submit the grievance to binding arbitration, and shall request the Executive Director to join in the request for arbitration.

(b) Within five (5) days after receipt of the grievant's notice and request as aforesaid, the Executive Director shall serve upon the grievant his written determination respecting such request. The Executive Director shall join in the submission to arbitration if he determines that the grievance relates solely to a controversy involving a disciplinary matter.

(c) In the event the Executive Director determines to join the submission to binding arbitration, or in the event the Executive Director has not served a timely written determination, then within five (5) days after the determination date set forth in paragraph (2) above, the grievant may invoke binding arbitration by submitting a written request to the Public Employment Relations Commission, with a copy of such request to the Executive Director. Thereafter, binding arbitration proceedings shall be conducted pursuant to P.E.R.C.'s rules, except as they may be expressly altered or modified herein.

(d) 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.

(e) Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at this 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 or his designee, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority.

(f) Costs of the arbitrator shall be equally divided between the parties.

(g) Additional costs incurred shall be borne by the party incurring same.

ARTICLE VIII

POSTING OF JOB VACANCIES

A. All new and vacant positions within the bargaining unit 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 Executive Director.

B. Employees within the bargaining unit shall be given consideration 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 and/or outside applicants apply for such position or promotion, seniority will be considered along with qualifications in determining which of them shall be selected to fill the position. The Authority reserves the right, in its sole discretion, to select the most qualified candidate from within or without the Authority, to fill the position.

D. Qualifications shall include not only ability and training, but also the Authority's determination as to the suitability for particular shifts.

E. Employees may apply for positions only during the posting period.

F. If promoted, an employee shall serve in the new capacity for a ninety (90) working day probationary period.

G. It shall be the exclusive determination of the Authority whether to advertise job vacancies or new positions to the general public.

ARTICLE IX

SENIORITY

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

B. The seniority of an employee is defined as the length of continuous uninterrupted service in their classification dating back to his last date of hire within his classification.

C. In the event of layoffs and rehiring, the last person hired in a classification shall be the first one to be laid off and the last person laid off in a classification 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 job vacancies occur within the bargaining unit or whenever bargaining unit positions are created, the Authority shall first attempt to make promotions or transfers from its regular employees. Considerations for such promotions or transfer shall be based upon ability to perform the work and qualifications, as well as upon seniority, and if an employee so promoted or transferred is not deemed qualified after a ninety (90) working day trial period, the Authority may remove him and retransfer him to his former position if still available. Nothing herein shall preclude the Authority from exercising its option to seek and eventually hire applicants from outside the Authority.

E. Once per year, the Authority shall prepare and forward to the Union a seniority list of union employees indicating classification and effective dates of employment with the Authority.

F. Seniority shall terminate: when the employee resigns, when the employee is discharged for just cause, when the employee is laid off for a period in excess of one (1) year, upon absence without leave in excess of three (3) working days without justifiable reason, and upon failure of an employee to accept recall in accordance with Paragraph G of this Article.

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 one (1) week from the date of receipt of the notice.

ARTICLE X

LEAVES OF ABSENCE

A. Upon making a timely application, employees may apply to the Authority for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Extensions for such leave may be granted. Such leaves may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

B. Leaves of absence may also be granted hereunder to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

C. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation.

D. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons, when the leave is desired and the expected return to duty date.

E. Any employee leaving a position prior to receiving such written authorization by the Authority shall be deemed to have left said position and abandoned his employment at the Authority.

F. Failure to return on the anticipated date without proper notice shall be considered a voluntary resignation from the Authority.

G. The Authority shall have sole discretion in matters of leave of absence and each decision 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 the leave.

H. Probationary employees shall not be eligible for leaves of absence under this Article.

ARTICLE XI

MILITARY LEAVE

A. Military Leave shall be provided in accordance with applicable law.

B. Any employee working on a Saturday and/or Sunday may be rescheduled by the Authority to an alternate work week (e.g., a Monday through Friday work week) to accommodate military duty.

ARTICLE XII

BEREAVEMENT LEAVE

- A. Employees will be granted three (3) days off with no loss in straight time pay in the event of a death of a member of the employee's immediate family.
- B. The immediate family shall be defined as the employee's spouse, child, stepchild, parent, parent-in-law, sister, brother, grandparents, brother-in-law, and sister-in-law.
- C. The Authority reserves the right to verify the legal relationship of the family member to the employee as well as verification of the death.
- D. Days taken hereunder shall be consecutive and shall include the day of the funeral.

ARTICLE XIII

JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight time pay for a maximum of two (2) weeks per year.
- B. If an employee is required to serve on jury duty, such employee shall be required to notify the Plant Superintendent or the Executive Director or designee in writing at least two (2) weeks in advance where possible and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If an employee is discharged from jury duty with four (4) hours or more remaining in a work day, employees shall report for work for the duration of the work day.
- C. Employees shall cooperate with the Authority and report to work at all times possible during jury duty. The Executive Director or designee must be notified in advance any day that employees are not required to report for jury duty and employees shall report to work on those days. No second or third shift employee will be required to work during any day during which they serve on jury duty except as modified by paragraph B of this Article.
- D. Jury duty on an unscheduled work day shall not be paid by the Authority.
- E. Monies received by the employee for serving on jury duty shall be retained by the employee in addition to pay received from the Authority.

ARTICLE XIV

SICK 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. Sick leave may be utilized only for bona fide illness, accident or exposure to contagious disease which necessitates absence from work. A certificate by the attending physician may be required by the Authority if there is suspicion of misuse or pattern of abuse. In any event, a certificate by the attending physician may be required after the sixth (6) sick day used in any year, at the discretion of the Executive Director. The Executive Director may require proof of illness sooner for good cause.

C. In the event of absence of an employee, such employee shall notify the Authority as soon as he knows he will be absent, but in no event less than two (2) hours prior to his scheduled shift. Such employee shall call prior to his scheduled shift for each subsequent day during which a sick day will be taken.

D. Unused sick leave shall be reimbursed at the rate of one (1) day's pay for each two (2) days of such accumulated unused sick leave, upon retirement after ten (10) years of service with the Authority. The maximum amount payable shall be \$4,500.00 per employee.

E. Failure to report absences properly shall be deemed grounds for refusal to grant sick leave or for disciplinary action.

F. Sick leave may be used in minimum half day blocks only.

ARTICLE XV

VACATIONS

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

For years one (1) through end of five (5) years of service	Two (2) weeks
For years six (6) through end of ten (10) years of service	Three (3) weeks
For years eleven (11) and over of service	Four (4) weeks

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. Vacation time shall be made available to the employees on January first of each year.

C. In the Authority's discretion, vacation may be advanced to the year in which it is earned, otherwise it may be taken during the next calendar year at the time permitted unless, due to the request of the Authority, it is deferred to the following year. In that event, it may be deferred to the next succeeding year only.

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.

E. Vacations shall be taken at a minimum of one (1) week at a time unless the Authority approves less at its option.

F. Pay for vacation period consists of regular base pay only, excluding overtime and premium pay of any type.

G. Procedural aspects of vacation scheduling shall be as determined by the Authority.

H. Requests for vacation periods shall be submitted by March 15th of each year, in order that seniority rights can be exercised. Requests received after March 15th shall be honored only on a first come, first served basis.

ARTICLE XVI

HOLIDAYS

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

New Year's Day	Labor Day
President's Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Four (4) personal holidays (to be used at the employee's option upon two (2) weeks' notice and advance approval).

B. Personal holidays must be used during the calendar year earned, in the minimum half day blocks only.

C. Holidays falling on Saturday or Sunday may be celebrated the previous Friday or the next Monday.

D. Hours worked on a holiday shall be compensated at time and one-half (1 ½) for those hours worked, in addition to a normal day's holiday pay at straight time.

E. An employee who is absent on the day before, the date of or the day after a holiday shall not receive holiday pay unless the employee produces a certificate from the attending physician.

ARTICLE XVII

UNIFORMS

A. The Authority shall continue to provide uniforms in accordance with present practices.

B. The employees shall wear the uniforms provided to them by the Authority under Paragraph A, above.

ARTICLE XVIII

INSURANCE BENEFITS

A. The Authority shall have the option, at its sole discretion, of providing: 1) the State Health Benefits Plan; or 2) a Plan equivalent in all material aspects to the State Health Benefits Plan, with the exceptions that the basic coverage may be reduced from eighty percent (80%) to seventy-five percent (75%) and the deductibles may be increased to \$250/\$500.

B. An employee shall be responsible to pay a portion of the employee's health insurance costs in accordance with applicable law.

C. The Authority shall provide the Voluntary State Temporary Disability Program, or its equivalent, during the term of this Agreement. Employees shall be required to contribute as per the regulations of the State plan.

D. The Authority shall provide the same or substantially similar dental coverage as is in effect at the time of the execution of this Agreement.

E. Health Insurance will be subject to being reopened for discussion and negotiations at the request of the Authority.

F. The Authority shall reimburse to an eligible employee the cost of health benefits from the State Health Benefit Plan upon retirement subject to the following restrictions and limitations:

1. To be eligible, an employee must have a minimum of twenty-five (25) years of service with the Authority;
2. The retired employee must be at least fifty-seven (57) years old;
3. The Authority's reimbursement to an employee shall not exceed five hundred (\$500.00) dollars per month;
4. This benefit, the limited reimbursement of retirement benefits, shall be limited to a period of ten (10) years for the eligible employee.

ARTICLE XIX

HOURS OF WORK AND OVERTIME

A. Normal work day for maintenance employees shall be Monday through Friday, eight (8) hours per day, including a one-half ($\frac{1}{2}$) hour paid meal break. The normal hours are 7:00 am to 3:00 pm. Said paid meal break shall be scheduled solely at the discretion of the Authority, and the employee must remain on the premises during said paid meal break.

B. The normal work day for laboratory personnel shall be Monday through Friday, eight (8) hours per day including a one-half ($\frac{1}{2}$) hour paid meal break. The normal hours are 7:00 am to 3:00 pm. Said paid meal break shall be scheduled solely at the discretion of the Authority, and the employee must remain on the premises during said paid meal break.

C. The normal work day for operations personnel shall be as follows:

- | | | |
|----|-----------------|--|
| 1. | Day Shift | Eight (8) hours per day including a one-half ($\frac{1}{2}$) hour paid meal period |
| 2. | Afternoon Shift | Eight (8) hours per day including a one-half ($\frac{1}{2}$) hour paid meal period |
| 3. | Night Shift | Eight (8) hours per day including a one-half ($\frac{1}{2}$) hour paid meal period |

4. The work week for operations personnel shall be five (5) consecutive days during the week.

5. All employees shall be on call during the meal periods. The said meal break shall be scheduled solely at the discretion of the Authority, and the employees must remain on the premises during said paid meal break.

D. Shift differential shall be as follows:

1. Any employee who is permanently assigned to work the 3:00 pm to 11:00 pm shift shall receive an additional twenty-five (\$.25) cents per hour.

2. Any employee who is permanently assigned to work the 11:00 pm to 7:00 am shift shall receive an additional thirty (\$.30) cents per hour.

E. Any employee assigned to carry a beeper and be on call shall receive an additional fifty (\$50.00) dollar per week and if said employee is called back to work he shall be guaranteed three (3) hours of pay at one and one-half ($1\frac{1}{2}$) times his regular rate of pay. Employees so assigned must be within beeper range.

F. All employees shall be paid on the basis of an eight (8) hour working day.

G. Overtime at time and one-half ($1\frac{1}{2}$) the base rate shall be provided for authorized work in excess of the normally scheduled hours worked per week. All said overtime shall be compensated in pay.

H. Overtime at time and one-half ($1\frac{1}{2}$) may also be paid for any work on a sixth or seventh consecutive work day in a week and for authorized work done immediately prior to the start of an employee's normal shift. In that event, however, any time worked during the normal shift shall be considered straight time.

I. The Authority shall notify employees who are not normally scheduled to work Saturdays and Sundays of any Saturday or Sunday work that it knows about not later than the end of the shift on Thursday of that week, only if such Saturday or Sunday work is scheduled prior to the end of that shift on Thursday of that week. Nothing contained in this paragraph shall be construed to be a guarantee of overtime if such is scheduled nor shall the right of the Authority to cancel such scheduled overtime be limited. The Authority may schedule emergency weekend work at any time that it deems necessary.

J. Overtime shall be distributed as equally as practicable among the employees qualified and capable of performing the work available except that an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime.

K. In the event that an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of three (3) hours pay at the time and one-half ($1\frac{1}{2}$) rate of work.

L. All employees shall work a reasonable amount of overtime when requested by the Authority.

M. Employees will be expected to punch in and out properly and in accordance

with the rules of the Authority, with the exception of emergency call back situations.

N. There shall be no pyramiding of overtime or premium pay.

O. The Authority and the Union have implemented a system of steady shifts on a trial basis. Should the Authority determine that steady shifts are no longer workable, it may, upon thirty (30) days notice to the Union, revert back to rotating shifts.

P. Employees shall be granted a fifteen (15) minutes coffee break during the first half of their shift and a fifteen (15) minute coffee break during the second half of their shift, each with no loss of pay. Employees shall be on call during such breaks.

Q. Any employee not returning when called back, under paragraph K, may be subject to disciplinary action.

R. No employee shall receive more than one day's pay for any day not worked.

ARTICLE XX

WAGE INCREASES AND MERIT PAY

A. Hiring rates shall be as set by the Authority in its discretion.

B. Newly hired employees shall be entitled to a \$500.00 salary increase upon the completion of ninety (90) days of employment.

C. Newly hired employees shall be entitled to an additional \$500.00 salary increase ninety (90) days following the \$500.00 increase in Paragraph B, above.

D. Wage increases shall be as follows:

1. Effective December 1, 2011, those employees in the bargaining unit who have been employed by the Authority for one (1) year or more, shall receive a 2.5% pay increase.

2. Effective January 1, 2013, those employees in the bargaining unit who have been employed by the Authority for one (1) year or more, shall receive an additional 2.5% pay increase.

3. Effective January 1, 2014, those employees in the bargaining unit who have been employed by the Authority for one (1) year or more, shall receive an additional 2.5% pay increase.

E. Only employees who are still employed as of the date this Agreement is signed, shall be entitled to increases under this Agreement.

F. "Newly hired employees" as used in this Article, shall mean any regular employee who has been working for the Authority for one (1) year or less.

G. In addition to their normal wages, employees who obtain State Treatment Plant Operating Licenses during the term of this Agreement will be entitled to one-time increases in annual salary, as follows:

Class 1	-	\$400.00
Class 2	-	\$500.00

H. In addition to their normal wages, employees who obtain a State Collection System License will be entitled to one-time increases in annual salary, as follows:

C-1	-	\$100.00
C-2	-	\$200.00

I. Any employee who is temporarily assigned to a supervisory position for five (5) or more consecutive working days, who would not otherwise be entitled to supervisory pay, shall be paid an additional fifty (\$.50) cents per hour for the period in which he remains in the temporary supervisory position.

ARTICLE XXI

REPORTING ACCIDENTS

A. Any employee involved in an accident shall report said accident and any physical injuries sustained as soon as reasonably possible.

B. When required by the Authority, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Authority time, on forms furnished by the Authority, and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE XXII

SAFETY COMMITTEE

The Union may appoint a committee, not to exceed two (2) people, to meet with representatives of Management as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

ARTICLE XXIII

UNION BUSINESS

A. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Steward and/or Business Agent. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Steward and/or Business Agent shall be the 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) Shop Steward.

C. The Shop Steward 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 Shop Steward shall not leave his job without the permission of his supervisor, nor shall the Shop Steward cause another employee to leave his job without prior permission of the employee's supervisor.

E. Under no conditions shall the Shop Steward interfere with the performance of the work of others.

F. The Shop Steward has no authority to give orders regarding work to any person employed by the Authority, by virtue of his position as Shop Steward.

G. The Union shall notify the Authority immediately following the selection or replacement of a Shop Steward.

ARTICLE XXIV

UNION VISITATION RIGHTS

An officer or duly accredited representative of the Union may be permitted to visit the premises only after prior notice to the Executive Director or designee. Such visitation shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.

Such visit must be confined to the Administration Building. Visits other than the Administration Building require prior authorization by the Executive Director.

ARTICLE XXV

BULLETIN BOARD PRIVILEGES

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

B. 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.

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

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 meetings;
6. Other official Union communications.

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

ARTICLE XXVI

NON-DISCRIMINATION

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

ARTICLE XXVII

SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstances be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of an administrative agency, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE XXVIII

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.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, except as specifically provided herein, 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, except as otherwise noted in Article XVIII of 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 XXIX

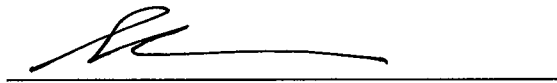
TERM AND RENEWAL

This Agreement shall be in full force and effect as of the date hereof, and shall be in effect to and including December 31, 2014.

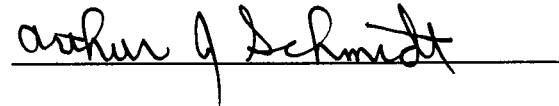
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Lincoln Park, New Jersey this 21st day of February, 2012.

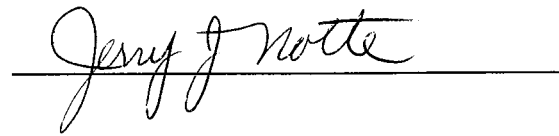
UNITED PUBLIC SERVICE
EMPLOYEES UNION
NEW JERSEY DIVISION

 Kenneth H. Smith



THE PEQUANNOCK, LINCOLN PARK
AND FAIRFIELD SEWERAGE
AUTHORITY

 Arthur J. Schmidt

 Jerry J. Notte

ATTACHMENT

LIST OF SIGNATORIES FOR:

COLLECTIVE BARGAINING AGREEMENT

between

**THE PEQUANNOCK, LINCOLN PARK AND
FAIRFIELD SEWERAGE AUTHORITY (AKA)
TBSA**

and

**UNITED PUBLIC SERVICE EMPLOYEES UNION
NEW JERSEY DIVISION**

UPSEU

**Kevin E. Boyle, Jr.
President**

**Steven Sussmann
Shop Steward**

TBSA

**Arthur J. Schmidt
Chairman of the Board**

**Jerry J. Notte
Secretary**
