

Contract # 800

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
MAR 14 1994  
RUTGERS UNIVERSITY

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

**(PRODUCTION AND MAINTENANCE EMPLOYEES)**

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**January 1, 1993 through December 31, 1997**

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**ARTICLE I**

**RECOGNITION**

(CRAFT EMPLOYEES)

The Authority recognizes the Union as the exclusive representative, as certified on February 16, 1978 by the New Jersey Public Employment Relations Commission (Docket No. RO-78-102) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time and regular part-time (who work at least 20 hours per week) craft employees including FMD Maintenance Technicians, FMD Controllers, FMD Controller Technicians, FMD Boiler Controller, FMD Boiler Controller Technicians, Electricians, Electrician Aides, Industrial Electronic Technicians, Industrial Electronic Technician Aides, Instrumentation Technicians, Instrumentation Technician Aides, Operators, Operator Trainees, Mechanic Welders, Mechanics, Mechanic Aides, Carpenter/Mason, Laboratory Technicians, Laboratory Technician Aides, Painters, Painter Aides and Metering Technician Assistants employed by the Authority; excluding noncraft employees, clerical employees, confidential employees, professional employees, production and maintenance employees, police, managerial executives and supervisors within the meaning of the Act: specifically, plant operator, plant electrician, plant mechanic, assistant service area supervisor, accounting, engineering and construction department employees, and all other employees of the Authority.

**ARTICLE II**

**MANAGEMENT RIGHTS**

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

the Authority in any of its rights, responsibilities and authority under N.J.S.A. 40:14A and/or 40:14B or any other national, state, county or local laws or ordinances.

any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.

- D. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.
- E. The Authority agrees that it shall not lock out any employee covered under this Agreement.

## ARTICLE V

### AGENCY FEE

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

for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. The Union will notify the Authority in writing of any changes in the list provided for in Paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Authority received said notice.
  5. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:14-5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority shall immediately cease making said deductions.
  6. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority prior to the institution of this Article.
- D. The Authority shall be relieved from making such representation fee deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit,



## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

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

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

#### C. STEP ONE

The aggrieved shall institute action in writing, under the provisions hereof, within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate Supervisor who is not in the bargaining unit. Failure of the employee to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The immediate Supervisor shall render a decision, in writing, within seven (7) calendar days

Commissioners. The Commissioners may hold a hearing on such grievance within thirty (30) calendar days and shall render a decision within fourteen (14) calendar days from the close of the hearing. If more time is needed, the Union shall be notified. The decision of the Commissioners shall be final and binding upon the parties.

**STEP FOUR (B) :**

- (1) With respect only to those grievances involving the express terms of this Agreement, and in lieu of Step Four (A), and in the event the grievance is not resolved to the Union's satisfaction at Step Three, or in the event the Director of Administration has not served a timely written response at Step Two, then within seven (7) calendar days after the response date set forth in Step Three, the Union may notify the Director of Administration in writing of the Union's intention to submit the grievance to binding arbitration.
- (2) Grievances must relate solely to a controversy involving the express terms of this Agreement; be timely filed and timely processed through the applicable internal steps of this grievance procedure; relate solely to subject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by way of remedy do not seek a result inconsistent with statute, administrative regulation or

expressly bound by the considerations set forth in paragraph (2) above.

- (5) Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his/her request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the Director of Administration or his/her designee, 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.
- (6) Costs of the arbitrator shall be paid by the losing party. In the third year of the contract, the Authority will review the submission of grievances to determine if there has been an abuse of the grievance process and will decide to continue the policy of loser pays or sharing the cost of the arbitrator in the future. If the determination is to continue to have the losing party pay, the Authority agrees to allow the Union to present its case to the Authority's Commissioners to change the decision.
- (7) Additional costs incurred shall be borne by the party

**ARTICLE VII**

**FULLY BARGAINED PROVISIONS**

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

**ARTICLE IX**

**NONDISCRIMINATION**

There shall be no discrimination by the Authority or the Union against any employee because of the employee's membership or nonmembership in the Union. Neither the Authority nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.

ARTICLE XI

PROBATIONARY PERIOD

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

shall either be granted or denied. In the case of leave for disability purposes, the original leave shall not exceed six (6) months, subject to a three (3) month extension in the Authority's discretion. During such periods of disability leave, the Authority shall have the right to replace the employee on leave with a temporary employee for the duration of the leave.

- E. Employees are required to notify the Authority of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- F. The Authority shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave.
- G. An employee on authorized leave of absence shall retain seniority for "length of service" purposes.

**ARTICLE XIV**

**UNION BUSINESS**

- A. Shop Stewards are to discuss employee grievances on their own time only. However, if such grievance conferences must, because of the circumstances involved, be on working time, Stewards shall first obtain permission from their Division Director or other appropriate Supervisor before leaving their work station. Such permission will not be unreasonably denied. The Union may appoint a Chief Steward in addition to Shop Stewards who will represent the Union on grievances that reach Step Three of the Grievance Procedure.
  
- B. Under no conditions shall the Stewards interfere with the performance of the work of others.
  
- C. Up to four (4) employee members of the Negotiating Committee shall be excused for negotiations with no loss in regular pay. Such meetings shall be scheduled in an alternating basis between afternoon and evening sessions. It shall be the employee's responsibility to notify his/her supervisor at least one (1) week in advance of any negotiating meeting so that the supervisor may make arrangements for proper replacement, if necessary.



ARTICLE XVI

POSTING OF JOB VACANCIES

- A. All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of one (1) week, with a copy submitted to the Chief Shop Steward of the Union. Employees applying for such vacancies shall make a request in writing through their immediate supervisors to the Director of Administration. The Authority will post the results of the bidding within three (3) work days after the award of the job.
  
- B. Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided that such employees are, in the discretion of the Authority, qualified.
  
- C. If two (2) or more qualified employees apply for such position or promotion, seniority will be considered along with qualifications in determining which employee shall be selected to fill the position before any new employee is hired. The Authority reserves the right to select the most qualified candidate to fill the position.
  
- D. Applicants may apply for positions only during the posting period.

**ARTICLE XVII**

**REPORTING PAY**

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

held a full-time position within the bargaining unit, he/she will have the option to bump the least senior employee in the classification the laid off employee once held; provided that the laid off employee has more plant-wide seniority than the employee to be bumped.

- b. If the employee who is being laid off has not previously held a full-time position within the bargaining unit, he/she will have the option to bump the least senior employee in the Utility Worker classification; provided that the laid off employee has more plant-wide seniority than the Utility Worker being bumped.
- c. All full-time employees within the unit who are laid off will have the right to bid on available positions. The Union will submit a request for bid for the laid off employee.
- d. While under a layoff, if a Utility Worker I/II position becomes available, and no Utility Worker I/II employee is on layoff, the Authority will not bid the position. Other employees who are on layoff will be afforded recall rights to the Utility Worker I/II position regardless of classification, based on their

2. If a bargaining unit employee accepts a position outside of the bargaining unit, that employee will be able to return to his/her former position only within the ninety (90) day probationary period of the new job. Likewise, if the position which the employee left was filled, that employee will return to his/her former position without recourse to the grievance procedure. It is agreed that if a new hire was placed into a position which is being reclaimed, the Authority has the right to retain such employee as a nonunion "substitute employee."
- 
- E. Twice each year the Authority shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Authority. The seniority list shall be posted on the bulletin boards and will show the employees' names, classifications and seniority dates.
  - F. The Authority shall notify the Union of all newly-hired bargaining unit employees within thirty (30) days after hire.
  - G. During a layoff, if the Authority offers a full-time, laid-off employee within the unit a temporary "substitute" position, the employee accepting this position will remain in the union and will receive the contract wage and uninterrupted benefits of the afforded job.

**ARTICLE XIX**

**TRANSFERS AND REASSIGNMENTS**

- A. It is understood and agreed that from time to time the Authority has a need to utilize employees in other jobs temporarily.
- B. In the event of a reassignment, the Authority may choose any employee to fill the temporary job reassignment.
- C. When the need arises to transfer an employee to another job, the Authority shall first attempt to make such decisions based on the most qualified senior employee. If refused, the Authority will seek, in order of seniority, the next qualified employee to accept the transfer. Ultimately, the least senior employee in classification must accept the transfer. However, the ability to perform the job and qualifications will be the factor in designating the employee to be affected.
- D. A job reassignment is deemed temporary so long as it does not exceed four (4) months in duration. A job transfer is deemed temporary so long as it does not exceed four (4) months in duration, with the exception of transfers made to cover for employees on disability leave; in that event, the transfer shall be deemed temporary for its duration, so long as the original employee is on a disability leave.

**ARTICLE XX**

**SAFETY COMMITTEE**

- A. The Union may appoint a committee, not to exceed four (4) people, to meet with the Director of Administration, or his/her designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public.
  
- B. The Committee and the Director of Administration, or his/her designee, shall meet at least two (2) times per year.

ARTICLE XXII

HOLIDAYS

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

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

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

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

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

E. In addition to the holidays listed in Paragraph A, above, each employee shall be entitled to four (4) personal days per year.

**ARTICLE XXIII**

**INJURY ON OTHER EMPLOYMENT**

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



ARTICLE XXIV

VACATIONS

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

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

reviewed by the Authority on a case-by-case basis.

4. If, due to the exigencies of the work situation, the Authority requests an employee to forego his/her vacation, then the Authority will approve an accrual greater than twenty-four (24) months' worth of vacation.
  5. No vacation may be taken during an employee's probationary period.
  6. Vacation pay shall be paid in advance, provided proper advance notice is given to the Authority, and provided the vacation is for at least five (5) days in one payroll period.
- E. No employee who was employed prior to the signing of this Agreement shall have his/her current vacation days reduced by virtue of Paragraph A above.

at the discretion of the Authority.

- C. Sick leave is not advanced and cannot be used until it is earned.
  
- D. A medical report of proof of illness from a practicing physician will be required for absences of three (3) days or more. Abuse of sick leave or "patterned illness" shall be cause for disciplinary action up to and including dismissal.
  
- E. In the event of a work-incurred injury, an employee must apply for Workers' Compensation benefits. An employee shall be paid his/her full regular salary to the extent of his/her accumulated sick leave only, provided that he/she turns over to the Authority any and all Workers' Compensation benefits. Only the difference between such Workers' Compensation benefits and the employee's full regular salary shall be charged against accumulated sick leave.
  
- F. The Authority will schedule Workers' Compensation appointments, to the greatest extent possible, during the normal work week, Monday through Friday. All follow-up visits and physical therapy will be scheduled during off hours. However, if visits to authorized services cannot be scheduled during off hours due to unavailability of medical services, the Authority will allow such visits during working hours.

Court, shall be binding upon the parties.

**ARTICLE XXVII**  
**CODE OF CONDUCT**

- A. Each employee agrees to abide by the New Jersey State Department of Environmental Protection Standards of conduct, as provided in N.J.A.C. 7:9-15.23, and any revisions thereto.
- B. In addition to the Standards mentioned in Paragraph A, each employee shall follow the following guidelines:
1. No employee shall engage in any activity which interferes with the full performance of his/her duties and responsibilities.
  2. No employee shall have direct or indirect financial interest that conflicts with his/her Authority duties and responsibilities or shall engage in a financial transaction as a result of relying on information obtained through his/her employment.
  3. No employee shall use or allow the use of Authority property of any kind for other than officially-approved activities.
  4. No employee shall use or allow the use of official information gained through employment for furthering a

**ARTICLE XXVIII**  
**POLITICAL ACTIVITY**

- A. The Authority is a Federally-funded project and, as such, employees are subject to provisions of the "Hatch Act" regulating political activities.
- B. Examples of the activities which are prohibited are as follows:
1. Using your official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.
  2. Directly or indirectly coercing, attempting to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party, committee or organization, agency or person for political purposes.
  3. Being a candidate for elective office as a partisan candidate representing a national or State political party.
- C. Employees may be candidates for local school boards or nonpartisan local government offices, since the provisions of the Hatch Act only prohibit activity in a solely partisan situation.

ARTICLE XXIX

HOURS OF WORK AND OVERTIME

- A. The normal workweek for Authority employees shall be five (5) eight (8) hour days within the period commencing 12:01 a.m. Sunday and terminating midnight Saturday. The specific shifts shall be scheduled as needed by the Authority.
  
- B. Work schedules shall be posted on bulletin boards at least three (3) days in advance. However, the Authority reserves the right to make changes due to emergencies. The Authority agrees that it shall not indiscriminately adjust shifts solely to avoid overtime.
  
- C. Work in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated at the rate of time and one-half (1 1/2) the base rate of pay. However, there shall be no pyramiding or duplication of overtime payments.
  
- D. For the purposes of computation of overtime, hours worked, reporting pay hours, regular holidays, annual leave, administrative leave, and personal time shall be counted.
  
- E. Insofar as practicable, the Authority will distribute overtime work as equitably as possible, first within classification and location to employees qualified and available.

**ARTICLE XXX**

**DRESS CODE**

- A. Employees covered under this Agreement shall wear uniforms provided by the Authority and appropriate work shoes. In some cases, while working with dangerous chemicals, additional safety equipment may be required. Supervisors shall advise their staff as to required safety equipment.
  
- B. Each employee will submit, each year, a voucher for \$125.00 for the purpose of purchasing safety shoes. The yearly voucher must be submitted to the Accounting Department by the second Friday in January so that payment can be made by January 31. New employees will receive a pro rata share when first starting with the Authority.

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

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



**ARTICLE XXXII**

**EDUCATION AND TRAINING**

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

**ARTICLE XXXIII**

**MILITARY LEAVE**

- A. Authority employees in the military reserves are granted Military Leave to fulfill their military obligations. This leave is not charged against the employee's annual leave.
  
- B. During the period of service in the military reserves, the employee is paid the difference, if any, between his/her salary with the Authority and that received from the military.
  
- C. The employee must furnish a copy of his/her orders to the Authority and if supplemental salary is requested from the Authority, the employee must furnish proof of the amount of salary received from the military for the period of his/her service.

State Plan Provisions. It is expressly understood that the maximum limitation herein does not preclude a lesser payment, and it is understood to be a material and essential part of this paragraph.

- D. The Authority will provide in lieu of the current "Medical Expense Bank," Delta Dental's "Delta Preferred PPO" plan, or a similar plan, as soon as reasonably practicable after the signing of the agreement.

The Authority will contribute an amount up to the costing formula (\$375/\$425) of the coverage of the existing "Bank" each year of the contract toward this program. The balance, or any extra premiums or expenses for this program, will be shared equally by all unit employees and shall be administered in accordance with Authority rules and regulations. In no event will the Authority contribute any amount greater than the costing formula of the existing coverage.

No cash benefit will be paid from this plan upon termination or cessation of service for any reason.

- E. That any unused monies, if any, to a maximum of \$1,500, accrued in an employee's individual medical bank prior to January 1, 1993, will be available for appropriate medical/dental/eyeglass/prescription disbursement in accordance

ARTICLE XXXV

RESIGNATION, RETIREMENT AND SEVERANCE

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

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

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

Employees who retire from the Authority in good standing shall be entitled to receive compensation for unused sick leave at the rate

ARTICLE XXXVI

TERM AND RENEWAL

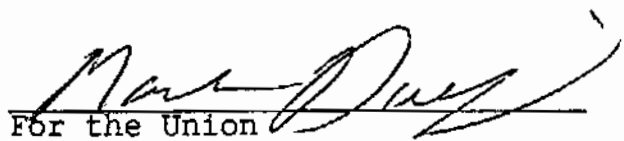
This Agreement shall be in full force and effect as of the date hereof, and shall remain in effect to and including December 31, 1997. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 22nd day of July, 1993.

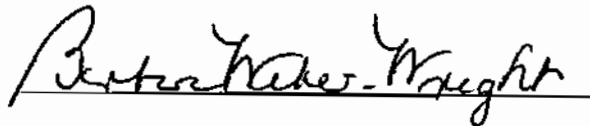
THE OCEAN COUNTY  
UTILITIES AUTHORITY

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

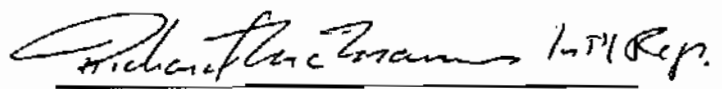
  
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For the Authority

  
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For the Union

WITNESS:

  
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WITNESS:

  
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Richard L. Thomas Int'l Rep.  
Thomas A. Kostka  
Thomas P. Feani

Septage Operator	12.62	13.19	13.85	14.54	15.34
Incinerator Operator	11.87	12.40	13.02	13.67	14.42
Equip Operator-Lines	12.70	13.27	13.93	14.63	15.43
Solids Equip Oper	11.87	12.40	13.02	13.67	14.42
Wastewater Tech	11.34	11.85	12.44	13.06	13.78
Utility Worker III - Collection Sys Oper Crew (Pump Station Crew)	11.44	11.95	12.55	13.18	13.90
Utility Worker III - Assistant to PM Planner	11.34	11.85	12.44	13.06	13.78
Utility Worker III	11.34	11.85	12.44	13.06	13.78
Utility Worker II	10.59	11.07	11.62	12.20	12.87
Utility Worker I	9.84	10.28	10.79	11.33	11.95
Laboratory Courier	9.33	9.75	10.24	10.75	11.34

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

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

B. It is agreed that for those employees in the unit who are officially recognized as TCPA EHS Operators, that when the Authority declares an emergency response from these employees; that for those employees on the team who: respond, report for assignment and take part in the response effort, the following will apply:

1. The employee will receive two and one half (2-1/2) times their normal base rate for the hours of the emergency.
2. This rate will begin at the time when the Authority first requests a response from the team and will end when the Authority declares the emergency is over.