

Contract 812

PROPOSED AMENDMENT TO THE AGREEMENT  
BETWEEN THE LACEY MUNICIPAL UTILITIES AUTHORITY  
AND THE  
TEAMSTERS LOCAL 97 OF NEW JERSEY  
CONTRACT COVERING THE PERIOD OF  
JANUARY 1, 1990 THROUGH DECEMBER 31, 1992

The parties having mutually agreed to reopen negotiations do hereby agree to the following changes in the 1990-1992 Agreement retroactive to January 1, 1992.

Article VI Section A shall be amended to read as follows:

"All new utility workers shall be required to successfully complete a basic skills examination for sewer and water within twelve (12) months of hire. The examination shall be approved by the Union and administered by the Authority. Any employee failing to achieve a passing grade of 70% within twelve (12) months of their date of hire shall be terminated without recourse to the grievance procedure. A copy of the graded test shall be made available to the employee at the employee's request."

Article VI Section F shall be amended to read as follows:

"Movement from one step to another shall occur on the anniversary date of hire upon successful completion of basic job requirements and/or a performance evaluation level of 'Good'."

Article XVIII shall be amended to read as follows:

"Add a new section D: Any employee leaving the employment of the Authority for reasons other than a layoff within six (6) months of their receipt of a full uniform allowance shall reimburse the Authority for such payment on a prorated basis."

Article IX shall be amended to read as follows:

"A. The Authority shall reimburse employees for tuition for 'job related' educational courses which have received prior approval from the Executive Director, only after the course has been successfully completed and upon submission of proof of passing and payment.

B. Any employee leaving the employment of the Authority for reasons other than a layoff within twelve (12) months of reimbursement shall repay the Authority based on a prorated basis."

Article XI Section C shall be amended to read as follows:

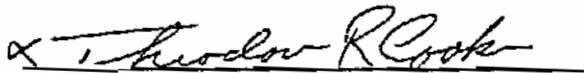
"Overtime at time and one half (1 1/2) the base rate shall be provided for authorized work in excess of forty (40) hours worked per week. Hours worked per week shall not include time off for sick days. Personal days and vacation days shall be considered as time worked only if previously scheduled in advance of the payroll period in which the overtime occurred."

Article XIV Section E shall be amended to read as follows:

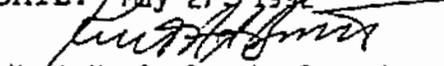
"Holidays shall be counted as time worked for overtime purposes."

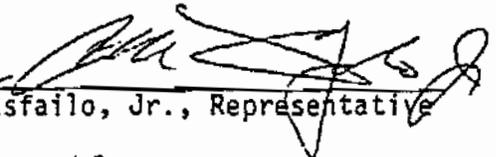
Lacey Municipal  
Utilities Authority

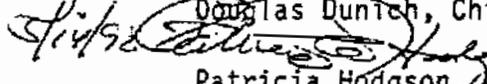
Teamsters Local 97  
of New Jersey (I.B.T.W.)



Theodore R. Cooke, Chairman  
DATE: May 27, 1992

  
Kurt H. A. Booth, Secretary

5/14/92   
Frank Vasfallo, Jr., Representative  
DATE: 5/14/92

  
Douglas Dunich, Chief Steward  
5/14/92   
Patricia Hodgson, Alternate Steward

**AGREEMENT**

**between the**

**LACEY MUNICIPAL UTILITIES AUTHORITY**

**and**

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

**January 1, 1990 through December 31, 1992**

**Prepared by:**

**FRANK N. D'AMBRA, ESQ.  
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PREAMBLE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between THE LACEY MUNICIPAL UTILITIES AUTHORITY, in the Township of Lacey, County of Ocean and State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority") and TEAMSTERS LOCAL 97 of NEW JERSEY (I.B.T.W.) (hereinafter referred to as the "Union"), represents the complete and final understanding of the parties on all bargainable issues.

ARTICLE I

RECOGNITION, DUES CHECK-OFF, AGENCY SHOP

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

amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Authority shall remit within thirty (30) days of deduction any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

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

employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Authority by the Union.

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

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

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

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A. 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 its foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Authority not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

#### ARTICLE IV

#### UNION BUSINESS

##### A. Shop Stewards

1. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Stewards. Wherever notice to the Union is required, and whenever official dealings with the Union are required, the Shop Stewards shall be the designated

representatives of the Union for such matters which take place at the work place.

2. The Union may designate no more than two (2) Stewards.
3. The Steward shall be given an opportunity to engage in the adjustment of the grievances as provided for under the Grievance Procedure herein with Authority representatives.
4. The Steward shall not leave his job without the permission of his Supervisor, and shall not contact another employee during work hours about Union business without prior permission of that employee's Supervisor and his own.
5. Under no conditions shall the Shop Steward interfere with the performance of the work of others.
6. The Steward has no Authority to give orders regarding work to any person employed by the Authority by virtue of his position as Steward.
7. The Union shall notify the Authority in writing immediately following the selection of a Steward.
8. The Authority of the Shop Steward shall be limited to and shall not exceed the following lawful duties and activities:
  - (a) The investigation and presentation of grievances to the Authority or this Authority's designated representative in accordance with the provisions of the Collective Bargaining Agreement.
  - (b) The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information:

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

B. WORK SITE VISITATION

An officer or duly accredited representative of the Union may be permitted to visit the work site only after prior authorization from the Executive Director or his designee.

An escort may be provided at the discretion of the Executive Director or his designee. Such work site visitation shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.

C. BULLETIN BOARD PRIVILEGES

1. SPACE AVAILABILITY

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

2. AUTHORIZATION

All notices are to be signed by the Union President, Secretary or duly authorized representatives, and there shall be no posting of any notices other than as described in Paragraph 3 below, except after such notice has been approved in writing by the Supervisor and the Union.

3. MATERIAL

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

- (a) Notice of Union recreation or social affairs.

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

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

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

#### ARTICLE V

#### GRIEVANCE PROCEDURE

##### A. DEFINITIONS

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

B. PURPOSE

1. 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 prohibit the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of this term.

C. PROCEDURE

Step One - Immediate Supervisor (Foreman)

1. A grievant must file his grievance in writing with the Immediate Supervisor no later than five (5) days after the Grievant knew or should have reasonably known of the occurrence of the event which is the basis for the grievance. A copy shall be provided to the Shop Steward.
2. The written grievance must identify the grievant(s) by name and be signed by all grievants and the Shop Steward. It must set forth a statement of the facts

constituting the grievance; (b) the approximate time and place of occurrence; (c) the facts leading to the grievance; (d) the names of all Authority representatives whose action or failure to act forms the basis of the grievance; (e) the names of all witnesses the grievant intends to call; (f) the specific contract provision(s), if any, forming the basis of the grievance; and (g) the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Authority and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses or contract provision thereafter, except with the express written consent of the Authority.

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

Step Two - Executive Director

1. In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the

Supervisor/Foreman has not served a timely written response at Step One, then within five (5) days after the response date set forth at Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Executive Director. Upon receipt of the grievance by the Executive Director, the procedures set forth in Step Two shall be followed, except that the meeting between the parties shall be called within thirty (30) days of its receipt of the grievance and the response period shall be forty-five (45) days thereafter.

2. Time limits may only be extended by written mutual agreement of the parties.

#### Step Three - Authority Commissioners

1. In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or if the Executive Director fails to respond within the stated time lines, the grievance may be appealed to the Commissioners in writing, within thirty (30) days. The Authority shall have forty-five (45) days within which to respond.
2. Time limits may only be extended by written mutual agreement of the parties.

#### Step Four - Binding Arbitration

1. If the grievant is dissatisfied with the response of Step Three, or if the Authority's Commissioners have failed to act within the stated time, then this matter

may be appealed to PERC for the selection of an arbitrator in accordance with PERC procedures for same.

2. The Arbitrator shall be limited to the express terms of this Agreement and shall neither add to, detract nor modify the Agreement in arriving at a decision.
3. No more than one (1) issue can be presented to the Arbitrator at any one time.
4. All expenses for the Arbitrator shall be borne equally by both parties.
5. The Arbitrator's decision shall be in writing and shall be final and binding on the parties.

#### ARTICLE VI

##### WAGES

(All rates per hour)

#### A. UTILITY\*

	<u>STEP</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
New Employees Start	Base	\$ 7.32	\$ 7.32	\$ 7.32
Present Employees	1	7.65	7.99	8.35
	2	8.17	8.54	8.92
	3	8.70	9.09	9.50
	4	9.23	9.65	10.08
	5	9.75	10.19	10.65

\* All new utility workers who fail to complete the required course within twelve (12) months of their date of hire shall be terminated without recourse to the grievance procedure.

1. All utility workers on the payroll as of January 1, 1990 on the starting payroll level shall receive the Step 1 salary.

2. Utility workers on the payroll as of January 1 who have completed the required course work shall move to the second step on their anniversary date.
3. For 1990 only, any utility worker who completes the course work during the year shall be moved to the second step; salary retroactive to their anniversary date in 1990. This shall apply to employees who pass the course in 1990 only. Any present employee who passes the course after December 31, 1990, regardless of length of employment, shall not move to the next step on the salary guide until the subsequent anniversary date of hire.

B.	<u>TRUCK DRIVER</u>	<u>STEP</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
		1	\$10.75	\$10.75	\$10.75
		2	11.80	12.30	12.80
		3		12.80	13.30
		4			13.80

C.	<u>BILLING CLERK*</u>	<u>STEP</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
	New Employees Start	BASE	\$ 5.51	\$ 5.51	\$ 5.51
	Present Employees	1	5.76	6.02	6.29
		2	6.29	6.57	6.87
		3	6.81	7.12	7.44
		4	7.35	7.68	8.03
		5	7.87	8.22	8.59

D.	<u>CUSTOMER CLERK**</u>	<u>STEP</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
	New Employees Start	BASE	\$ 5.30	\$ 5.30	\$ 5.30
	Present Employees	1	5.54	5.79	6.05
		2	6.07	6.34	6.63
		3	6.59	6.89	7.20
		4	7.12	7.44	7.78
		5	7.65	7.99	8.35

\* All Billing and Customer Clerks on the payroll as of January 1, 1990 on the starting payroll level shall receive the Step 1 salary.

\*\* A part-time customer clerk averaging twenty (20) hours or more per week over the course of a year shall be paid at the full-time per hour rate and receive prorated benefits.

E. ASSISTANT BOOKKEEPER

Starting Salary - \$ 7.69 per hour

Present Employees	<u>1990</u>	<u>1991</u>	<u>1992</u>
	\$ 9.76	\$10.19	\$10.66

F. ALL EMPLOYEES

Movement from one step to another shall occur on the anniversary date of hire upon successful completion of basic job requirements and a favorable recommendation.

ARTICLE VII

PROBATIONARY EMPLOYMENT

A. From the first day through the ninetieth (90) day of continuous employment, an employee shall be considered a probationary employee. This probationary period may be extended for any reason, upon reasonable notice to the employee and the Union for not more than an additional ninety (90) days. The Authority may terminate a probationary employee at any time during his probationary period for any reason, without challenge by either the employee or the Union, and without resort to the grievance procedure herein.

B. Probationary employees shall

not be entitled to any benefits such as sick days, vacation days, medical insurance,

military leave or other insurance benefits until the probationary period is exceeded.

#### ARTICLE VIII

##### UNIFORMS

- A. The Authority shall provide each permanent field employee with an annual clothing and maintenance allowance of five hundred (\$500.00) dollars for all clothing, including safety work shoes.
- B. All field employees are responsible for the purchase of such uniforms and safety work shoes as designated by the Authority. The maintenance of such uniforms and safety work shoes shall be in keeping with reasonable requirements of appearance and cleanliness.
- C. The entire clothing allowance shall be paid on May 1 of each year and prorated for new employees.

#### ARTICLE IX

##### TUITION REIMBURSEMENT

The Authority shall reimburse employees for tuition for all educational courses which have received prior approval from the

Executive Director, only after the course has been successfully completed and upon submission of proof of passing and payment.

#### ARTICLE X

##### MEDICAL BENEFITS

All medical coverage categories (hospitalization, dental, life insurance, prescription plan, eye glass and examination) in effect as of January 1, 1990 shall continue in effect for the term of this Agreement.

#### ARTICLE XI

##### HOURS OF WORK AND OVERTIME

- A. The normal work day for white collar and blue collar personnel shall be comprised of eight and one half (8 1/2) hours, including a half (1/2) hour unpaid meal break and two (2) fifteen (15) minute paid coffee breaks. Specific shifts and hours shall be scheduled by the Authority from time to time.
- B. 1. There will be two (2) 15 minute coffee breaks, one in the a.m. and one in the p.m. All coffee breaks will be taken in the vicinity of the job site. Abuse of this will result in disciplinary action.

2. Specific shifts and hours shall be as scheduled by the Authority from time to time, with reasonable notice of same being given by posting.
- C. Overtime at time and one-half (1 1/2) the base rate shall be provided for authorized work in excess of forty (40) hours worked per week. Hours worked per week shall not include time off for sick, personal days and vacation days.
- D. Any time not recorded shall be considered as time not worked.
- E. All employees shall work overtime when requested by the Authority.
- F. There shall be no pyramiding of overtime or premium pay.
- G. The Authority reserves the right to schedule employees in accordance with its needs; this right specifically includes, but is not limited to, scheduling Saturdays and Sundays as normal work days for some staff.

## ARTICLE XII

### CALL-IN PAY

- A. If an employee is required to return to work in addition to his regularly scheduled work hours, it shall be considered a "call-in".
- B. Any employee "called in" in accordance with paragraph A above shall receive a minimum guarantee of two (2) hours at time and one-half (1-1/2).

- C. There shall be no pay for travel time under this Article.
- D. Call-ins shall be determined by a rotating list of qualified employees.

ARTICLE XIII

VACATIONS

- A. Each permanent full-time employee who has had the length of continuous employment as specified in the following table, shall be entitled to the working time shown as vacation pay, at his regular hourly rate of pay. After one-full year's service as a full-time employee, a person shall be entitled to a vacation as listed below:

Up to and including the fifth year - 10 days

Six years to fifteen years - 15 days

Sixteen years and over - 20 days

- B. Eligibility for vacation shall be computed as of the last date on which employment began.
- C. Vacations shall be scheduled, to the greatest extent possible, according to the needs of the Authority by seniority within classification and location.
- D.
  - 1. Vacations shall accrue on a monthly basis to the total number of days specified in Paragraph A above.
  - 2. Employees shall submit vacation requests by March 1 of any calendar year. Vacation requests other than as

scheduled by March 1 will be reviewed by the Authority on a case by case basis.

3. Normally, the maximum amount of annual vacation that may be carried forward from one year to the next will be one-half (1/2) of the annual vacation accrued in any one year. For example, if the employee has accrued ten (10) days' vacation during a particular year, no more than five (5) days will be permitted to be "carried over" to the following year. In the event the employee fails to take at least one-half (1/2) of his vacation during any one anniversary year of employment, then the vacation, in the sole discretion of the Employer, will be forfeited. The Employer, in the Employer's sole discretion, may take any extenuating circumstances into consideration when considering whether or not to waive the forfeiture of accrued vacation.

ARTICLE XIV

HOLIDAYS

A. Each full-time employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight time for the following holidays:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Columbus Day	"Floating Holiday"
	(See "D" below)

- B. 1. An employee required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) for the actual hours worked in addition to eight (8) hours straight time holiday pay. Compensatory time, at the option of the Authority, may be substituted for actual payment.
2. An employee required to work on Easter Sunday shall be paid at the rate of double time and one-half (2-1/2) his/her regular rate of pay.
- C. 1. If a holiday falls on an employee's regular day off, except Saturday or Sunday, the employee shall receive another day off at a mutually acceptable time.
2. For the purposes of this paragraph, in the case of five (5) day, Monday through Friday, workers, if a holiday

falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the following Monday.

- D. A "floating holiday" shall normally be the employee's birthday; however, it may be another day provided two (2) weeks' advance notice is given by the employee, and provided the alternate day requested is a mutually convenient one.
- E. Holidays shall not be counted as time worked for overtime purposes.
- F. An employee who is absent without Authority approval on the day before or after a holiday shall not receive holiday pay unless such absence was approved in advance.

#### ARTICLE XV

#### LEAVES OF ABSENCE

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

of the foregoing shall be given to the employee prior to taking such leave.

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

ARTICLE XVI

SICK LEAVE

- A. All permanent full-time employees covered by this Agreement shall earn sick leave at the rate of one (1) working day for every full month of service. Unused sick days may be accumulated to a maximum of fifty (50) days.
- B. During an employee's probationary period, sick leave is accrued but shall not be available for use during this period.
- C. Sick leave days are only available to the extent that they have been accumulated.
- D. Sick leave shall be defined as follows:
  - 1. Exposure to a contagious disease that would endanger the health of co-workers, or absence from duty due to illness or injury.
  - 2. Presence of illness in the immediate family which requires the employee's personal care. Immediate family shall be defined as any blood relative who resides as a regular member of the employees household. A maximum of three (3) sick leave days may be used for family care. Extenuating circumstances may allow this period to be extended at the sole discretion of the Authority upon written request of the employee.
- E. The Authority may, in its own discretion ask for medical proof of illness. In any event, a medical report from a

practicing physician will generally be required to substantiate sick leave 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.

- F. In the event of a work-incurred injury, an employee must apply for Workmen's Compensation benefits. An employee shall be paid his full regular salary to the extent of his accumulated sick leave only, provided that he turns over to the Authority any and all Workmen's Compensation benefits. Only the difference between such Workmen's Compensation benefits and the employee's full regular salary shall be charged against accumulated sick leave.
- G. At no time may an employee collect more than his full regular salary.
- H. If an employee uses up his accumulated sick leave, he may use any unused vacation time on the same basis as in paragraph E above, or he may elect to go on unpaid leave of absence and retain any Workmen's Compensation benefits to which he is entitled.
- I. The Authority reserves the right to assign "light duty work" to an employee, at its option.
- J. In the event the employee contends that he 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 XVII

#### INJURY DURING NON-AUTHORITY EMPLOYMENT

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

#### ARTICLE XVIII

#### BEREAVEMENT PAY

- A. Every permanent full-time employee may be granted up to three (3) consecutive days' leave, including the day of death or the day of the funeral, without loss of regular straight time pay upon the death of a member of his immediate family within the State of New Jersey, and up to five (5) consecutive days leave, including the day of the funeral, without loss of

regular straight time pay, if outside the State of New Jersey. If outside the State of New Jersey, this leave must be with the consent of the Authority.

- B. Immediate family shall be defined as: the employee's spouse, brother, sister, children, parents, mother-in-law, father-in-law, grandparents, or any other blood relative of the employee residing as a regular member of the employee's household at time of death.

#### ARTICLE XIX

#### MILITARY LEAVE

Military Leave shall be provided in accordance with applicable law.

#### ARTICLE XX

#### JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight pay less any compensation they may receive for attending required jury duty for a maximum of two (2) weeks per year.
- B. If an employee is required to serve on jury duty, such employee shall be required to notify the Executive Director

in advance and report for his/her regularly assigned work on the calendar day immediately following his/her final discharge from jury duty. If discharged from jury duty prior to the end of a work day, employees shall report for work for the duration of the work day.

- C. If there is a change in the originally established jury duty leave, the employee must notify the Executive Director to make the necessary arrangements to return to work; otherwise, the employee shall receive no pay from the Authority.
- D. Employees are expected to cooperate with the Authority and report to work where possible. The Executive Director must be notified in advance any day that an employee is not required to report for jury duty.
- E. Jury duty on an unscheduled work day shall not be paid for by the Authority.

#### ARTICLE XXI

#### EMPLOYEE DISCIPLINE

- A. If a problem arises with an employee, the following actions may be taken:
  - 1. Verbal discussion (Supervisor to Employee);
  - 2. Written warning (Supervisor to Employee);
  - 3. Second written warning;
  - 4. Third written warning with suspension period; and
  - 5. Dismissal.

5. Dismissal.

At steps 3,4 and 5 the Executive Director and/or Authority members must be involved.

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

ARTICLE XXII

POSTING OF JOB VACANCIES

- A. All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of seven (7) days. Employees applying for such vacancies shall make a request in writing to the Department Head where the vacancy exists.
- B. Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided that such employees are, in the sole discretion of

the Authority, qualified; and have received favorable performance evaluations in their present job title.

- C. Applicants may apply for positions only during the posting period.
- D. If promoted, an employee shall serve in the new capacity for a probationary period of ninety (90) days. During that probationary period such employee shall retain the salary of his former position and all benefits of that position. However, all other provisions applicable to probationary employee under Article II shall be applied. In the event of termination, except for cause, the employee shall return to his former position.

#### ARTICLE XXIII

#### MAINTENANCE OF OPERATIONS

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, 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, slow down or other activity above-mentioned.
  - C. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees, together with such other disciplinary action as the Authority shall choose.
  - D. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both in the event of such breach by the Union or any of its members.
  - E. It is expressly understood that the Authority shall not be required to negotiate with the Union under any conditions so long as any of the employees are engaged in any form of job action.
  - F. It is expressly understood that this Article shall survive the Agreement.

ARTICLE XXIV

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 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 duties and responsibilities.
  2. No employee shall have direct or indirect financial interest that conflicts with his Authority duties and responsibilities or shall engage in a financial transaction as a result of relying on information obtained through his employment.
  3. No employee shall use or allow the use of Authority property of any kind for other than officially-approved activities.
  4. No employee shall use or allow the use of official information gained through employment for furthering a private interest.
  5. No employee shall report for duty while under the influence of alcohol or any other drugs which could adversely affect the employee's performance or engage in

any gambling activity while on Authority-owned or leased property.

6. No employee shall engage in any act of violence causing damage to property or injury to individuals while on duty or on Authority owned or leased property.
7. Inasmuch as the Authority is a public body and subject to Federal and State regulation, it is imperative that no employee shall engage in any criminal or disgraceful conduct which could prove prejudicial to the Authority.
8. No employee shall solicit or accept, whether directly or indirectly or through his spouse or any member of his family, any compensation, gift, favor or service of value which he knows or should know is offered or obtained to influence him in the performance of his public duties and responsibilities. The acceptance of infrequent business meals of nominal value does not fall into such a category.

#### ARTICLE XXV

#### POLITICAL ACTIVITY

- A. The Authority is a Federally funded project and, as such, employees are subject to provisions of the "Hatch Act" regulating political activities.
- B. Examples of the activities which are prohibited are as follows:

An employee may not:

1. Campaign for partisan candidates or political parties;
  2. Work to register voters for one party only;
  3. Make campaign speeches or engage in other activity to elect the partisan candidate;
  4. Be either a party candidate or work in a campaign if any candidate represents a national or State political party;
  5. Collect contributions or sell tickets to political fund-raising functions;
  6. Distribute campaign material in a partisan election;
  7. Organize or manage political rallies or meetings;
  8. Hold office in a political club or party;
  9. Circulate nominating petitions for "party" candidate;
  10. Campaign for or against a candidate or slate of candidates in a partisan election.
- C. It should be noted that while an employee may be a candidate for a local school board or for a non-partisan local government, he may not be candidate for office in a local partisan government election.
- D. In addition to the provisions of the Hatch Act and that outlined above in paragraph "B", (1) no Authority employee shall directly or indirectly use or seek to use his authority or any influence of his position to control or modify the political action of another person; (2) no Authority employee shall during the hours of duty, engage in political activity;

(3) no Authority employee shall at any other time participate in political activities so as to impair his usefulness in the position in which he is employed. To avoid misunderstandings and potential loss of Federal Funds, an employee should discuss any activity with the Executive Director prior to participating in such activity.

ARTICLE XXVI

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 XXVII

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all

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bargainable issues which were or could have been the subject of negotiations.

- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXVIII

TERM AND RENEWAL

- A. The term of this Agreement shall be from January 1, 1990 through December 31, 1992.
  
- B. In the absence of written notice given at least ninety (90) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as ninety (90) days' notice is given prior to the annual expiration date.
  
- C. If, following the receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days' notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

LACEY MUNICIPAL UTILITIES AUTHORITY

Theodore R. Cook

Luigi A. Giamberini

Date: 12/19/90

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

Arnold Luss, Pres.

John C. Hume  
Sec. Treas.

Date: 12/18/90  
James Anderson  
Shop STEW.

R E S O L U T I O N 1 9 9 2

NO. 1992-51

RESOLUTION AUTHORIZING AMENDMENT TO AGREEMENT  
BETWEEN LACEY MUNICIPAL UTILITIES  
AUTHORITY AND TEAMSTERS LOCAL 97

WHEREAS, the Lacey Municipal Utilities Authority (i.e. "Authority") has previously entered into a Bargaining Agreement with Teamsters Local 97 of New Jersey (i.e. "Teamsters") for the period of January 1, 1990 through December 31, 1992;

WHEREAS, as a result of a dispute between the parties concerning the existing Bargaining Agreement, litigation was instituted by the Authority against the Teamsters venue in Superior Court of New Jersey, Chancery Division, Ocean County, (Docket No.: C-121-91):

WHEREAS, the litigation was resolved pursuant to a Stipulation of Dismissal which was filed with the Clerk of the Superior Court on January 28, 1992, which called for, in part, an Amendment to the Bargain Agreement previously entered into by and between the parties;

WHEREAS, a proposed Amendment to the Agreement has been prepared and has been executed by the Teamsters, and has been reviewed and found to be acceptable by Representatives of the Authority.

NOW, THEREFORE, BE IT RESOLVED, this 27th day of May , 1992, by the Lacey Municipal Utilities Authority as follows:

1. The Authority hereby accepts the terms of the Amendment to the Bargain Agreement entered into by and with the Teamsters for the period covering January 1, 1990 through December 31, 1992, in accordance with the three page Proposed Amendment.

2. The Authority hereby authorizes and instructs the Chairman and Secretary to execute any and all necessary Documents in order to implement the intent of this Resolution.

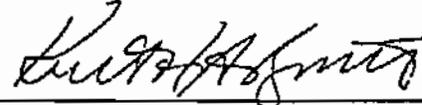
3. A copy of this Resolution shall be forwarded by the Executive Secretary to the following:

1. Frank D'Ambra
2. Jerry J. Dasti, Esq.
3. Henry Delo, Exec. Director

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Lacey Municipal Utilities Authority at a regular meeting held on May 27, 1992, a quorum being present and voting in the majority.

DATED: May 27, 1992

  
KURT BOOTH, SECRETARY

DASTI, MURPHY  
& WELLERSON  
COUNSELLORS AT LAW  
420 WEST LACEY ROAD  
P. O. BOX 1057

33600 RIVER, N. J. 08731

Resolution  
No. 1992-51  
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