

**AGREEMENT**

**Between**

**The Brick Township Municipal Utilities Authority**

**And**

**Office & Professional Employees International Union**

**Local 32**

*January 1, 2023 through December 31, 2025*

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This Agreement, made this 28<sup>th</sup> day of September, 2023 by and between the Brick Township Municipal Utilities Authority (hereinafter called "the Authority") and Office & Professional Employees International Union Local 32 (hereinafter called "the Union"). This Agreement shall run from January 1, 2023 through December 31, 2025.

## **PURPOSE**

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantee for their health, safety, and welfare. Unresolved disputes between the Authority and the Union are injurious to the public and both parties are, therefore, aware that adequate means must be established for minimizing such disputes and providing for their resolution. The Authority and the Union agree that this overall policy may be best accomplished by negotiating in good faith in entering into written agreements evidencing the results of such negotiations and establishing procedure to provide for the protection of the rights of the Authority and the Union, and to insure orderly and uninterrupted service to the public.

### **1. RECOGNITION**

1.1 The Authority recognizes and acknowledges that pursuant to the New Jersey Employer - Employee Relations Act, the Union has been certified as the sole and exclusive bargaining agent for all of the Authority's eligible full time regular employees as contemplated by the certification of Representative of the State of New Jersey Public Employment Relations Commission, Docket No. RO-93-113. The parties agree that effective October 1993, the position of working foreman shall be created and not be included in the bargaining unit. The intent of this position is not to change the call out procedure.

1.2 The Authority and its agents will not discriminate in any manner whatsoever against any member of the Union because of said membership and activity.

#### **1.3 Union Rights**

All Employees who have joined the Union or who join the Union in the future shall remain members for the duration of this contract, with the exception of the period they are allowed by statute to withdraw.

Upon presentation to the Authority of a duly executed authorization form, the Authority agrees to deduct from the pay of all employees who are members of the Union as defined in this Agreement, monthly dues and initiation fees, in such amounts as shall be certified by the Union to be due it under the terms of its Bylaws, and to remit said sums thus deducted prior to the end of the month following that for which the deduction is made. The Union shall indemnify and hold the Authority harmless against any and all claims, suits, orders or judgments brought or issued against the Authority as the result of any action taken, initiated, or brought against the Authority as a result of the provisions of this Article.

The parties agree that for the term of this Agreement, in accordance with New Jersey Statutes, any employee in a title covered by this Agreement who is not a member of the Union shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of the employees affected following the successful completion of the first ninety (90) working days of employment. The contract language shall serve as authorization for the deduction of these fees. The bargaining agent agrees to save the Employer harmless from any and all actions it takes under this Article.

#### 1.4 Shop Stewards

A total of four shop stewards and four alternates will be elected. One will be designated as Chief Steward. The Chief Steward and the appropriate shop steward or alternate shall be permitted to be present at all formal grievance presentations.

#### 1.5 Union Visitation-Bulletin Board

Effective with this contract the Union will replace the current bulletin board with one that is capable of being locked. A Union bulletin board will be put in place at the water treatment plant.

The accredited representatives of the Union shall be permitted to enter the Authority premises after giving advance notice to the Executive Director during working hours, with the proviso that at no time shall such visitation rights interfere with the work requirements of any employee or the operation of his department or the Authority.

The Union will submit all notices and bulletins to the Executive Director for signature prior to officially posting any notice on the union-designated bulletin boards as mutually agreed in the locker room. The shop steward will be required to sign, date and identify the source of the posting. Simultaneous with posting, the Union will provide the Executive Director with a copy of the fully executed posting. The Executive Director's signature is not for approval.

#### 1.6 Labor Management Committee

A committee composed of representatives of the Union and the Authority shall be established to recommend resolution of problems dealing with the implementation of this Agreement, job assignments, caseload/workload, health and safety, job scheduling, or other matters related to the working conditions of the employees. Meetings shall be scheduled at a time and place determined by the Labor/Management Committee and approved by the Executive Director.

#### 1.7 Management Rights

The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and the United States of America; except as may be specifically modified by this Agreement. These rights will include, but not be limited to, full operating efficiency and productivity in the direction of the work force. All of the terms and conditions of

employment not specifically set forth herein or not specifically covered by existing statutes are hereby reserved by the Authority as its management prerogatives and rights.

### **1.8 Strike-Lockout Pledge**

During the term of this Agreement or any extension thereof, there shall be no strikes, walkouts, and stoppages of work, sit-downs, slowdowns, boycotts, or any other direct or indirect interference with the Authority's operations. The Authority agrees that there will be no lockout during the term of this Agreement or any extension thereof. In the event of any breach of this clause, the Authority and the Union shall have the right to institute a suit in the appropriate court for damages and/or injunctive relief, without regard to and without having to invoke, proceed under, or abide by any provision for grievances and/or arbitration.

## **2. NEGOTIATION PROCEDURES**

On or about October 1<sup>st</sup> of the calendar year preceding the expiration of this Agreement, the Authority and the Union agree to enter into collective negotiations on a successor Agreement in accordance with Chapter 303, Public Law 1975, as amended. Until a new Agreement is reached, the current Agreement remains in effect.

## **3. EMPLOYMENT STATUS**

### **3.1 Hiring Practice**

The Authority will hire on the basis of qualifications, without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, political affiliation or membership or non-membership in any organization.

3.1.1 Any employee who believes that they have been discriminated against in any manner shall have the right to file a grievance directly with the Executive Director or the Affirmative Action Officer. In the alternative, the employee also has the right to file a grievance in accordance with the grievance procedure set forth in Section 7 of the Collective Bargaining Agreement.

### **3.2 Probationary Employee**

For appointments in Authority service, the working test or probationary period shall be ninety (90) calendar days, not subject to extension. During that period, the probationary employee will receive no benefits, and the Authority may terminate the service of any such appointee if, in the opinion of Management, the appointee is unable or unwilling to perform the duties of the position satisfactorily or is of such reputation, habits, or capabilities as not to merit continuance in the service. In each such case, the Authority shall give notice to the appointee whose service is discontinued.

During the probationary period, assuming that the probationary employee is not terminated during the probationary period, it shall be mandatory for the supervisor to evaluate the employee three

times, once at the end of thirty (30) calendar days, once at the end of sixty (60) calendar days, and again at the end of the evaluation period. These evaluations along with management's assessment of said employee will constitute the grounds for continuation or dismissal. If a probationary employee is selected for another position or job title while the employee is on probation, a new full time probationary period begins for another ninety (90) calendar day period. In addition to the ninety (90) calendar day probation period for new employees, there shall also be a ninety (90) calendar day probationary period for employees who have changed classification. In cases of classification changes or promotion, all current benefits shall continue during this period. The wage rate for such change in classifications shall be set by the Authority within the range of the new classification and posted along with the job. The Authority shall notify the Union when an employee completes probation.

### 3.3 Temporary Employee

A temporary employee is one who is:

- (a) hired to replace a regular employee who cannot work for a specified period of time;
- (b) hired for a specific job, for a specified period of time.

Temporary employees are hired any time of year BUT not to exceed 90 consecutive days-or the contract shall prevail.

If the temporary job turns into a permanent one, then the job will be posted, the same as any other opening in the authority. Temporary personnel will have the right to bid on jobs posted; however, they will not be given credit for length of service while on temporary status.

### 3.4 Seasonal Employee

A seasonal employee is classified as one who is hired to work during the summer months. Seasonal employees are employees who are employed during the months of May through September and whose employment is terminated by the end of the season and employed not more than ninety (90) consecutive days.

### 3.5 Regular Employee

A regular employee is one who has completed the probationary period. Upon successful completion of the probationary period, personal, sick and vacation time shall accumulate from the first day of regular employment, but any unearned time absent during the probationary period will not be payable.

### 3.6 Resignation

Notice of resignation is to be submitted to the Supervisor in writing, stating the reason and the exact date of resignation. A minimum notice of two weeks is required for the resignation to be in good standing, unless a special request is made by the employee to leave sooner, which must be approved by the Authority. The employee will remain on duty for the period of notice. Failure to



give adequate notice will result in a resignation that is not in good standing. If any employee has given two weeks' notice and is advised that he may leave before the notice period expires, he will receive pay for the remaining portion of the notice period. All uniforms, keys, safety issue, identification and Authority property issued to the employee must be turned in prior to receipt of final pay checks.

### 3.7 Posting of Jobs

All openings for regular positions will be posted on the bulletin boards, and a copy of the posting will be supplied to the Shop Steward. All employees may bid on such openings, and applications submitted in writing will be reviewed jointly by the Supervisor, Department Head, and Executive Director. The following conditions apply to posting of jobs:

- A) Jobs are to be posted for seven (7) working days.
- B) Applications are to be submitted in writing to the Department Head.
- C) All applicants will be notified in writing as to selection.
- D) Jobs will be filled on a temporary basis if a grievance as to selection is submitted within two working days, pending resolution of the grievance.
- E) If more than one employee qualifies for the position, seniority shall prevail, provided all other qualifications are equal.
- F) The Executive Director shall notify the appropriate shop steward of the selection prior to filling the position.

Employees will not be permitted to downgrade themselves, unless there are extenuating circumstances approved by the Executive Director as in the best interests of the Authority and the employee concerned.

If the Executive Director deems it necessary to fill any position on a temporary basis for longer than a two-week period, the employee filling the temporary position and the appropriate shop steward will be notified prior to the appointment being made.

### 3.8 Job Classification

The Authority reserves the right to review the present job classification of each employee and, should they deem it necessary, may promote or demote to a higher or lower level. Demotions shall be handled in accordance with Article 6.1. The Authority will furnish the Union any and all job descriptions within the job classification in this bargaining unit.

### 3.9 Employee Evaluations

Every employee will be evaluated on a periodic basis on a schedule and procedure as formulated by the Executive Director.

The performance and disciplinary appraisal will be conducted a minimum of once each year and shall become part of each employee's personnel file.

Signing of the evaluation form by the employee after discussing it with the Supervisor indicates only acknowledgment that the evaluation was received, not concurrence with what it contains. The evaluation form shall contain the following language preceding the employee's signature: "The undersigned hereby acknowledges receipt of this evaluation" and the date. Should an employee feel that an unfair evaluation was given, the regular grievance procedure should be followed, as outlined in Section 7.

### 3.10 Layoff and Recall

In the event of layoff or transfer, the last person hired in the position in question shall be the first to be laid off or transferred. Within each division, an employee scheduled for such action has the option to bump a less senior employee in another classification, provided that the qualifications for the other classification are met. Similarly, the last person laid off or transferred shall be the first to be recalled, in accordance with seniority.

Employees shall remain on a recall list for one year. They shall retain all seniority. The last person laid off in a given classification shall be the first person recalled in that classification.

The Authority shall notify the laid off employee at his/her last known address of his/her recall to work, by certified mail. The employee shall respond within seven (7) calendar days and return to work, if gainfully employed elsewhere, within fourteen (14) days. Failure of a laid off employee to respond within seven (7) calendar days shall result in forfeiture of all recall rights.

All part time and temporary employees doing blue collar work, shall be laid off before regular employees. Any employee on layoff status shall not accrue seniority or benefits of any nature during layoff status.

### 3.11 No-Smoking Policy

Effective January 1, 1991, all BTMUA buildings, facilities and vehicles were declared smoke-free and vapor free. Suitable receptacles have been provided outside building entrances for smoking materials to be extinguished before entering.

## 4. SALARIES

### 4.1 Starting Rate

The minimum starting rate of pay for each position is established in Schedule A of this Agreement. For the term of this contract, the hourly rates of pay shall be increased as follows:

Effective January 1st of each year of this contract, salaries of all bargaining unit members having permanent employee status will be increased as follows:

2023	=	4.0%, retroactive to January 1, 2023
2024	=	4.0%
2025	=	4.0%

Adjustments shall also be made to the starting rates at the amount of \$1.00 per hour increase in Year 1, and a \$1.00 per hour increase in Year 3, after applying the annual percentage increases to the starting rates for each year referenced.

These salary increases and any applicable retroactive payments, shall apply only to persons employed by the Authority on the date of execution of this collective bargaining agreement.

Salary placement of all new hires shall be at management's discretion. However, in no event shall a new hire be placed at a higher salary than an employee in that same classification, already in the MUA's employ. After six (6) months' employment, management shall have the right to increase said employees' salary based on said employee's performance over the first six (6) months.

#### 4.2 Out-of-Title Work

When an employee performs the work of a higher-level employee, thereby being assigned duties and responsibilities clearly above and beyond the employee's regular job title, duties and responsibilities, the employee will receive a 10% increase over his/her hourly rate presently earned. Such additional pay shall commence after completion of one work day of such work assignment, to be paid no later than the following pay period in one (1) hour increments.

Seniority shall prevail in the selection of the person to be upgraded. If it becomes necessary to fill the position on a permanent basis, the position shall be posted in accordance with the contract. Any time served filling a temporary position shall not count toward the probationary period in the event that employee is selected to permanently fill the position.

#### 4.3 Pay Checks

Pay checks will be issued weekly. If the normal pay day falls on a holiday, pay checks will be issued on the closest possible prior work day.

Payday shall continue to be at the discretion of the Authority. The Authority will make an effort to distribute checks on Thursday afternoons. However, the Authority reserves the right to move payday back to the Friday if it deems it necessary.

Advance pay will be given for vacation days only, provided the request is for five days or more. Advance vacation pay will be given only for the number of vacation days which fall on or before the pay days on which the employee will be on vacation. All requests for advance vacation pay must be received by the employee's supervisor by the Friday prior to the pay day when the check is to be received.

#### 4.4 Payroll Deductions

Payroll deductions will be made for Federal and State income taxes, Social Security tax, State Unemployment insurance, State disability insurance, and in the case of regular employees, the Public Employees Retirement System payments.

At the employee's option, deduction shall be made for contributory insurance, savings bonds, and savings accounts.

Should the employees covered by this Agreement arrange to form a Credit Union, the Authority will permit payroll deductions.

4.5 Licenses

Pursuant to a Resolution approved by the BTMUA dated June 22, 2015, and a subsequent revision to the below table, the OPEIU (Field) Group will qualify for a license/certification incentive pursuant to the parameters listed below. The Authority shall pay for furthering education expenses, however, the below Salary/Stipend Incentives shall only be given to an employee in a position requiring the newly obtained license based upon the Authority's operational needs at such time.

License / Certification	Salary/Stipend Incentive
C1 - Wastewater Collection License	\$2.50/hr (2)
C2 - Wastewater Collection License	\$2.50/hr (2)
C3 - Wastewater Collection License	\$2.50/hr (2)
C4 - Wastewater Collection License	\$3.00/hr (2)(3)
T1 — Water Treatment System License	\$2.50/hr (2)
T2 — Water Treatment System License	\$2.50/hr (2)
T3 — Water Treatment System License	\$2.50/hr (2)
T4 — Water Treatment System License	\$3.00/hr (2)(3)
W1 — Water Distribution License	\$2.50/hr (2)
W2 — Water Distribution License	\$2.50/hr (2)
W3 — Water Distribution License	\$2.50/hr (2)
W4 — Water Distribution License	\$3.00/hr (2)(3)
Backflow Prevention Tester	\$250 (1)
Electrician — Journeyman	\$2.50/hr (2), effective September 28, 2023.
Pesticide/Fertilizer Applicator License	\$250 (4)
ASE Mechanic Certification	\$250 (4)
Certified Welder	\$2.50/hr
Certified Machinist	\$2.50/hr
Qualified Purchasing Agent	\$2.50/hr

- Notes:
- (1) represents one-time bonus
  - (2) one-time hourly increase for each group class (C, T, W) upgrade (i.e., employee obtains both C2 & T2 license and would receive \$2.50/hr. increase Not \$5.00/hr)
  - (3) \$2.50/hr additional increase for operator of record
  - (4) represents one-time bonus for each type of license/certification

- (5) applies to primary and secondary (backup) QPA as designated by the Authority via Resolution

Prospectively the MUA shall pay the fee for obtaining the initial CDL endorsement. All other requirements associated with the CDL shall be the employee's responsibility. In the event that an employee leaves the employ of the MUA before the expiration of the period of the license, the employee shall reimburse the MUA on a pro rate basis for the cost of the license and training time. The training time costs associated with reimbursement shall include any fees/costs assessed by State and/or Federal authorities as well as the costs associated with the trainer's time and costs expended in providing such training. The time and cost calculations of the trainer shall be controlled by the rates in place at the time between the Authority and the trainer. The reimbursement shall occur according to the following schedule over a four (4) year period: 100% reimbursement if left during the 1st year, 75% reimbursement if left during the 2nd year, 50% reimbursement if left during the 3rd year, and 25% reimbursement if left during the 4th year.

Conditions of completing classes and taking exams:

1. The Authority pays up front for the class.
2. If the employee fails to get a certification of successful completion the Authority will not provide additional up front funding for any future classes.
3. The Authority will pay the up-front testing fees. If the Employee fails the test on their first attempt, the Authority will not pay up front for the second test fee. However, if the employee is successful at their second testing attempt the Authority will reimburse the employee the testing fee.
4. The Authority pays for books associated with the class/testing.
5. The Authority will NOT pay for subsequent testing, i.e. a level two class preparation unless the first level has been successfully completed.
6. All licenses and certifications are available to those employees when it is applicable to their current job functions within the Authority. An application must be submitted, and the Authority must provide approval of said application, prior to enrollment in courses. Authorization will be determined in accordance with the needs of the Authority's organizational structure.
7. In the event that an employee voluntarily terminates his/her employment less than two (2) years after successfully completing the course for which he/she is reimbursed, then the employee shall repay the Authority 100% of his/her reimbursement if left during the first year, or 50% of his/her reimbursement if left during the 2<sup>nd</sup> year. Courses related to maintaining existing licenses and/or certifications previously authorized by the Authority ("TCH") shall not be included within this provision.

## **5. HOURS OF WORK AND OVERTIME**

## 5.1 Definition of Standard Shift

"Standard shift" shall be defined as follows:

Field Personnel: Eight (8) hours, with a thirty (30) minute non-paid lunch.

Water Treatment Operator/SCADA Technicians: Twelve (12) hour shift, with a thirty (30) minute paid lunch.

Implement a shift differential of 4% for shifts that start at 6 p.m.

Reservoir workers and water treatment plant operators shall also receive a 4% shift differential during their shift. However, such shift differential compensation shall begin at 6pm and continue through the duration of said shift.

## 5.2 Normal Work Week

### 5.2.1 *Field Personnel*

The normal work weeks for Field Personnel shall be five (5) days of eight (8) hours each within the period commencing 12:01 A.M. Monday and terminating at midnight on Sunday, with a one-half (1/2) hour non-paid meal period each day. The specific shifts shall be scheduled as needed by the Authority.

### 5.2.2 *Water Treatment Operator/SCADA Technicians*

The normal work week for Water Treatment Operator/SCADA Technicians shall be a twelve (12) hour shift, beginning 6:01 A.M. Sunday and ending at 6:00 A.M. the following Sunday, with one-half (1/2) hour paid meal period each shift. The specific shifts shall be scheduled as needed by the Authority.

The Schedule as constituted for Water Treatment Operator/SCADA Technicians requires alternating weeks of 34.5 hours for one week and 46 hours for the other week. Water Treatment Operator/SCADA Technicians will receive straight time pay for the first forty (40) hours worked, and one and one-half times the regular straight time base rate for scheduled work over forty (40) hours.

### 5.2.3 *Lunch Period and Coffee Breaks*

Field personnel will have coffee breaks for fifteen (15) minutes between 9:00 A.M. and 10:00 A.M. and between 2:00 P.M. and 3:00 P.M. Lunch is for thirty (30) minutes, to be taken between noon and 1:00 P.M. There is also a fifteen (15) minute personal wash up time from 3:45 p.m. and 4:00 p.m.

It shall not be required for Meter Division personnel who are regularly scheduled to work overtime on Saturday to take a lunch break unless they work beyond 2:00 P.M.

*5.2.4 Definition of "Sixth" and "Seventh Day"*

The definition of sixth and seventh days for field employees is as follows:

Sixth Day - The Sixth day shall be the first day off regularly occurring during the specific shift.

Seventh Day - The seventh day shall be the second day off regularly occurring during the specific shift.

Illustrated according to the present shift schedule these days are:

<u>Shift</u>	<u>Regular Hours</u>	<u>6th Day</u>	<u>7th Day</u>
1	8 AM- 4 PM	Friday	Saturday
2	12 AM - 8 AM	Sunday	Monday
3	8 AM - 4 PM; 4 PM - 12 PM	Wednesday	Thursday
4	4 PM - 12 PM; 12 PM - 8 AM	Tuesday	Saturday

**5.3 Tardiness**

Employees shall be prepared to begin working at the start of their shift, otherwise they shall be considered to be tardy. Penalties for tardiness will be incurred as follows:

- 1-6 minutes after start of shift - no deduction from pay.
- (without prior notification) More than 6 minutes after start of shift: exact time involved in 6 minute increments.
- (See also Article 6, Progressive Disciplinary Guideline, No. 24)

An employee who is tardy more than four times during any year of this Agreement will be subject to a hearing in the presence of the Shop Steward and the Executive Director who will determine what action shall take place.

**5.4 Failure to Punch Time Clock**

An employee who fails to punch the time clock in and out as required more than four times during any calendar year of this Agreement, shall be subject to a hearing before the Union and the Executive Director to determine what action should be taken. (See also Article 6, Progressive Disciplinary Guideline, No. 25)

**5.5 Out-of-Doors Work**

Employees will not be required to work out-of-doors during heavy rain, snow, or sleet which would be detrimental to health or safety. However, the Executive Director has the authority to call in

critical personnel for the removal of snow at the Authority complex and will implement the shared services agreement with the Township of Brick.

If any emergency occurs, the Executive Director will have the authority to take whatever measures are necessary to protect the health and safety of the community.

#### 5.6 Civic Duty and Other Emergencies

Whenever necessary for the protection of life and property, employees are expected to perform any reasonable duties, including major firefighting, civilian defense, and other types of emergency services. In the event of such an emergency, the employee must notify his Supervisor before leaving the job.

Management reserves the right to request a letter from either the Civil Defense Coordinator or the Fire Chief, which would be submitted after the fact, indicating that the services of this particular individual were necessary to provide such defense. Regular pay will be given for the time spent away from the Authority on such duties. If, in the opinion of Management, this allowance is being abused, disciplinary action will result.

#### 5.7 Overtime

It is currently agreed and understood that the Field employees are first to be given/offered the regular, routine and/or emergency overtime as necessary. Presently all formal systems of assigning regular/routine and/or emergency overtime provides priority status for Field Employees.

##### *5.7.1 Work Beyond Standard Shift*

Employees shall be expected to complete their work in the time allotted to them in a normal work day. Any employee scheduled to work beyond his standard shift shall be paid at the rate of one and one-half times the regular base pay for all hours worked in excess of his normal shift in any given day.

Any hours worked beyond the normal work week will be paid at the appropriate overtime rates. In this case, "normal work week" will include paid sick time, (except in the case of an employee who has been designated as a sick time abuser pursuant to the attached policy, in which case sick time will not be included), holidays, personal time, and vacation time.

For purposes of computing this time, ERS time will not be included.

##### *5.7.2 Straight Time*

Employees scheduled to work a five-day week will receive straight time for the first five days actually worked, one and one-half times the regular straight time base rate of the sixth day actually worked, and twice the regular straight base rate for authorized work performed on the seventh day actually worked, regardless of the starting day of the work week.



For example, an employee starting his work week on Tuesday will receive straight time for the first five days, time and a half on Sunday, and double time on Monday.

### *5.7.3 Scheduled Overtime Assignments*

Scheduled overtime assignments will be made on the basis of a rotating list maintained by the Supervisor in each division, and notification given to employees at least two days ahead of time. Employees shall be entitled to a minimum of two (2) hours overtime. Employees shall be made aware of any changes in schedule by 3:00 PM of the day before the scheduled overtime, or in the case of a rotating shift, one hour shall be sufficient notification.

All Division employees will be on the list in seniority order. When overtime is scheduled, the Supervisor shall offer it to the first qualified person on the list, who may accept or refuse. Once offered, and either accepted or rejected, the name goes to the bottom of the list. If no one takes the scheduled overtime, then the first qualified person on the list with the least yearly scheduled overtime shall be assigned the overtime.

### *5.7.4 Early Dismissal*

Those employees who must remain at work when others are discharged early (Christmas Eve, New Year's Eve) shall receive straight time for the number of hours involved in addition to their normal pay. Those employees on vacation during such times will be charged vacation time, no adjustment given.

## **5.8 Meal Tickets**

Any employee working two hours continuously before or after the shift on any particular day is entitled to a meal ticket, with an additional meal ticket for every four hours overtime thereafter. The rate for meals is \$10.00. Reimbursement will be made via payroll.

The intent of issuing a meal ticket is to allow employees who work unscheduled or emergency overtime a reimbursement for a meal they purchased. No reimbursement for personnel for a meal ticket who work scheduled overtime.

## **5.9 Emergency Response System (ERS)**

The Emergency Response System is designed to provide after hour emergency coverage for the purposes of protecting/maintaining the Authority's water and sewer infrastructure, as well to protect the health, welfare and safety of the public.

### *5.9.1 General Guidelines*

- A) All field bargaining personnel will be covered by the ERS, except for those covered under paragraph 5.9.2-K.
- B) The Authority will continue to reserve all management's rights and prerogatives.

- C) Divisional cross-over will be permitted within ERS assignments, provided the employee is qualified.
- D) ERS coverage begins and ends at the start and close of routine/regular shifts as per division assignment, seven days a week. If during the last fifteen (15) minutes of the work day, known as the "personal wash up time", an emergency call is received that results in unscheduled overtime, the employee assigned to respond shall be eligible for one-hour minimum overtime.
- E) Qualifications and placement within the ERS will be at management's discretion (Management is defined as supervisor and/or director). The Authority will provide union and steward with changes to the ERS list.
- F) Transfer of ERS duties will be administered by the supervisor. The employee will remain responsible for duty until the employee secures a qualified replacement and confirms transfer of duty with the Supervisor. Certain absences (vacation, personal, sick, etc.) will automatically absolve/remove the employee from ERS duty. Upon vacancy management reserves the right to assign ERS duty to an employee in the ERS. Employees are responsible for exercising reasonable care in responding to calls.
- G) Communication devices issued to employees for ERS duty will be used for company business only. Any personal use of these devices will result in disciplinary action.

#### *5.9.2 Compensation for Response*

- A) Each division will have primary responders for all applicable calls.
- B) Divisional assignments will be at management's discretion.
- C) Employees responding will be paid applicable overtime rate for actual work session plus travel time, not to exceed 45 minutes from the place of notification to Authority grounds. Travel time from Authority grounds back to employee's home will not exceed 30 minutes. Employees will contact Control upon arriving home. Time in excess of 45 minutes to Authority grounds will not be paid and may result in disciplinary action.

The authority will offer that any hours actually worked after 12:00 a.m. will be acknowledged by an hour-for-hour comp-time to be used before the next shift when called in to work. This applies to emergency hours only and is not applicable to water plant operators.

This compensation time is intended to be used to rest prior to the next scheduled shift. However, should the employee be required to stay on past the next scheduled shift he/she will be able to take this time at the shifts end. This time is not intended to be used by personnel called to work prior to the start of their shift by a couple of hours. Therefore, when an emergency call-in is required after 5:30 a.m., no compensation time will be

granted. Only the call-in fee and two (2) hours minimum will apply. Also, compensation time earned that day will only be available for use the same day regardless of the amount of time earned.

- D) Employee responding will punch time card in and out.
- E) Employees, once responding, will be entitled to a minimum of two (2) hours applicable overtime, inclusive of time called/time home per call.
- F) Regular benefits are available to employees on ERS duty from time they are in-route until time home, within limited parameters.
- G) A call response payment will be made to responding employee in accordance with the following schedule: All employees who provide ERS duty shall be paid a flat rate of \$50.00, to be effective September 28, 2023. Employees on the clock will not receive a response payment. Declining schedule is relative to one off-duty response period.
- H) For the employees who are assigned a pager, a fixed rate of \$1.75 per hour will be paid, to employee, for off-duty period. A fixed rate of \$2.50 per hour will be paid for Sundays and holidays. Employee is required to have an active pager in their possession at all times during the off duty period. Failure to perform in this fashion will result in disciplinary action. Beeper assignment will be on a daily rotation or weekly rotation schedule, using the current ERS list for each division.
- I) For calls that originate while employees are already working at the Authority either on regular time or overtime, the Authority reserves the right to utilize the services of all employees already on the clock.
- J) If an employee is called back for ERS duty within one hour after punching out for the day, clock time will be considered to be continuous as of the punch-out time, and if two hours beyond the preceding 8 hour shift are worked a meal ticket will be issued. (This will be for computing time for meal tickets only, not for overtime pay.) Payments for meal ticket will be \$10.00. Reimbursement will be made via payroll.
- K) Employees within the bargaining unit that are called to work emergency overtime, but are not part of the ERS, will receive compensation for said accepted call-outs as follows:
  - 1) Calls accepted will provide a response call fee in accordance with Schedule 3 as so established in Section 5.9.2, Item G of the ERS.
  - 2) Calls accepted will provide travel time in accordance with the language in Section 5.9.2, Item C of the ERS.
  - 3) Calls accepted will provide a minimum of two (2) hours of applicable overtime in the event the call is completed in less than a two hour period, as per Section 5.9.2, Item E of the ERS.
  - 4) Regular benefits are available to employees on ERS duty from the time they are in-route until time home, within limited parameters.

### *5.9.3 Management Prerogatives*

For calls which originate while someone is already working at the Authority either on regular time or overtime, the Authority reserves the right to utilize the services of the person already on the time clock, instead of having to call the on-call person, provided that the person already working has the proper qualifications.

If it is deemed in the best interests of the Authority, Management reserves the right to utilize on call personnel for emergency repairs and/or response which may not normally be assigned to that particular department. Wherever possible, Management will attempt to contact people in the correct department; however, when it is not possible during an emergency, other personnel will be utilized.

### *5.9.4 Continuing Clock Time*

If an employee is called back for duty within an hour after punching out for the day, clock time will be considered to be continuous as of the punch-out time, and if two hours are worked, a meal ticket will be issued. (This will be for computing time for meal tickets only, not for overtime pay.)

### *5.10 Compensatory Time*

In lieu of overtime pay, the employee may opt to accrue compensatory time at the applicable overtime rate, as approved by the Executive Director, or designee. Compensatory time may only be accumulated to a maximum of forty (40) replenishing hours. The time accrued during the calendar year will be used by December 31st of that year, or it will be paid as overtime. The use of compensatory time is to be approved by the Supervisor or Department Head with as much advance notice as possible.

## **6. DISCHARGE AND DISCIPLINE**

The Authority reserves the right to discipline employees subject to the grievance procedure. When an employee is reprimanded, a full report in writing shall be given to the individual concerned and to the employee's shop steward. A copy of the report will be placed in the employee's personnel file. At any discussion concerning disciplinary action, the employee will be entitled to have the shop steward present.

Every employee will have the right to review his own personnel file in the presence of his Supervisor or the personnel clerk. A request to do this must be done through the employee's Supervisor, who will make the necessary arrangements for the review, after working hours.

The employee's shop steward, if requested, may be present. For a period of thirty (30) days following the execution of this Agreement, all employees shall have the right to review and photostat material in their personnel files.

If an employee wishes to have an infraction letter removed from his/her file, the employee may make such a request in writing to the Executive Director. Consideration of the request will be given by a review board consisting of the Executive Director, Department Head, Supervisor and Shop Steward. Upon majority consent of the review board, the infraction letter under consideration will be removed.

**6.1 Progressive Disciplinary Guidelines**

The Progressive Disciplinary Guideline which is set out on Pages 20 through 22 of this Agreement is not all inclusive, but is intended to be a guideline with respect to the most common disciplinary actions.

**PROGRESSIVE DISCIPLINARY GUIDELINE**

	<u>Offense</u>	<u>Occurrence</u>	<u>Penalty Code</u>
1.	Insubordination (refusal to obey reasonable orders, insolence, etc.)	First Second Third	A B C
2.	Careless, willful, or negligent failure to observe any regulation or order.  A) Violation of regulations where safety of persons or property is not endangered.  B) Violation of regulations where safety of persons or property is endangered.	First Second Third  First Second Third	A B C  B C D
3.	Theft or attempted theft, or willful damage and/or negligence of public property or waste of public supplies.	First Second Third	B C D
4.	Threatening, intimidating, coercing or interfering with other employees.	First Second Third	A B C
5.	Any discourteous or insulting action or words to customers resulting in adverse public reaction to the Company or its employees.	First Second Third	A B C
6.	Provoking a fight or fighting during working hours or on Company property.	First Second Third	B C D
7.	Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, the Company, or its products.	First Second Third	B C D

8.	Interfering or refusing to cooperate with authorized supervisory personnel in the performance of their duties.	First Second Third	A B C
9.	Possessing, selling, drinking, or distributing of alcoholic beverages or illegal drugs on Company premises or during assigned working hours.	First Second	C D
10.	Reporting to work while under the influence of alcohol or illegal drugs.	First Second	C D
11.	Sleeping on the job during working hours.	First Second Third	B C D
12.	Leaving early and/or failure to be at assigned work area at the start or end of shifts, breaks, and/or meal periods; failure to punch time clock as prescribed.	First Second Third	A B C
13.	Failure to be available for ERS when assigned.	First Second Third	A B C
14.	Absence without leave (any absence from work which has not been approved); leave used for a purpose other than for which it was granted.	First Second Third	A C D
15.	Chronic or excessive absenteeism.	First Second Third	A B C
16.	Refusal to testify in a properly authorized inquiry or investigation except where such refusal is based upon the grounds of self-incrimination (Witnesses shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting their testimony.)	First	D
17.	Immoral conduct or indecency.	First	D
18.	Disorderly or immoral conduct, such as notorious off-duty conduct which brings disrepute or which reflects unfavorable on the Company as an employer.	First Second	A D
19.	Intentional work slowdown.	First Second Third	A C D
20.	Failure to maintain proper dress and personal appearance.	First Second Third	A B C
21.	Unauthorized use of Company vehicles.	First Second Third	B C D
22.	Failure to secure Company vehicles and equipment.	First Second Third	A B C

23.	Deliberate or attempted falsification of records.	First Second Third	B C D
24.	Tardiness: More than four (4) times during a calendar year – After five (5) times – After six (6) times – After seven (7) times –	First Second Third Fourth	A B C D
25.	Failure to punch the time clock in and out as required: More than four (4) times during any calendar year – After five (5) times – After six (6) times – After seven (7) times –	First Second Third Fourth	A B C D
26.	Other sufficient cause.	Based on gravity of the offense.	

**Penalty Codes:**

- A = Verbal or written warning, or 1 to 3 day suspension
- B = 4 to 6 day suspension
- C = 7 to 10 day suspension
- D = Removal.

The Authority reserves the right to waive, lessen or increase the penalties, depending on the circumstances involved.

Receipt of any combination of five of the aforesaid offenses within a one (1) year period will result in automatic discharge of the employee.

Written notices or warnings received by an employee will not be used as a basis for further discipline, provided the employee has maintained a clear record for two years.

Disciplinary action resulting in time off without pay shall not be used as a basis for further discipline of an employee, provided the employee has maintained a clear record for two years.

Written notices and warnings will be removed from an employee's personnel file two years from the date of the citation, provided the employee has maintained a clear record for that particular violation for a two-year period.

**7. GRIEVANCE PROCEDURES**

Should any differences arise between the Authority and the Union, or Union members employed by the Authority, as to the terms and conditions of this contract or a violation thereof, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences immediately through the following procedure in the order specified. Grievances filed through this procedure may only be filed by the Union or its representatives.

**Step 1** Within five (5) working days after the occurrence of the act giving rise to the grievance, the employee must discuss the alleged grievance directly with his immediate supervisor in the presence of his shop steward. If no satisfactory disposition of the matter is reached, then the matter may be submitted to Step 2.

**Step 2** Within six (6) working days after meeting with the Supervisor, the grievance must be reduced to writing and presented by the Union to the Department Head or his designee. Step 2 meeting is in discretion of Department Director. Failure to submit a written grievance within said six-day period shall be deemed to constitute a waiver of the grievance. If no satisfactory disposition of the grievance is reached at this Step within 10 working days of such submission, the matter may then be submitted to Step 3.

**Step 3** Within seven (7) working days after the decision of the Department Head under Step 2 has been received, if the employee is unsatisfied with the results, the grievance must be submitted to the Executive Director. Within ten working days of such submission, the Executive Director shall meet with the employee and the Chief Steward and/or Union Delegate regarding the grievance. The Executive Director shall render a decision within fifteen working days of such meeting.

**Step 4** Within ten (10) working days of the Executive Director's decision in Step 3, either side may submit a written request to the other that the dispute be referred to an impartial arbitrator to be appointed by mutual agreement of the parties. If the parties are unable to agree upon such request, then, on application of either party, the New Jersey Public Employment Relations Commission shall be requested to designate a panel of arbitrators in accordance with N.J.S.A. 19:12-5.1.

Any impartial arbitrator designated hereunder, to whom any grievance or dispute shall be submitted in accordance with the provisions of this Agreement, shall have jurisdiction and authority only to apply and interpret the provisions of this Agreement. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The arbitrator shall not add anything to nor subtract anything from the parties' Collective Negotiations Agreement. The arbitrator shall only have jurisdiction to rule on grievances which pertain to an alleged violation of this Agreement. If the grievance does not allege a violation of this Agreement, the Union may not request the appointment of an arbitrator.

The decision of the arbitrator on any matter within his jurisdiction shall be final and binding upon the parties. The expense and fees of the arbitrator shall be shared equally by both parties.

Any grievance shall be considered as settled on the basis of the last answer of the Authority if not appealed to the next Step or to arbitration within the time limitations set forth herein. Time is of the essence.

The disposition of any grievance at any Step of the grievance procedure, prior to actual receipt of the decision of the arbitrator, by agreement between the Authority and the Union, shall be final and binding upon the employee, employees, or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Authority and Union shall be final and binding upon all employees and upon any person affected thereby.



If the Authority does not respond to a grievance within the time period set forth in the grievance procedure and the Union wishes to pursue the grievance, the Union shall advance the grievance to the next Step at the expiration of the time period provided for the Authority to respond to the grievance. The time frames set forth in the grievance procedure will be extended as a result of utilization of vacation/sick time.

## **8. HOLIDAYS**

### **8.1 List of Holidays**

The Authority recognizes the following thirteen (13) days as holidays:

New Years Day  
Martin Luther King Jr. Day  
Presidents Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving  
Day After Thanksgiving  
Christmas Day

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday; if a holiday falls on a Sunday, the following Monday will be observed as a holiday. General Election Day shall be considered a floating holiday to be designated by the Executive Director at the beginning of each year.

### **8.2 Holiday Pay**

In order to receive holiday pay, employees must work the day before and the day after, if each of those days is a normal work day. Should an employee call in sick on either of said days, a doctor's certificate shall be required.

### **8.3 Work on a Holiday**

If required to work on an approved holiday, the employee will receive double-time for the standard shift plus the standard normal shift pay. If the employee should work beyond the standard shift time, he will receive double-time for the additional time. Compensation for a holiday not worked shall be computed on an eight-hour day for all field employees.

Employees will be paid for Holidays that occurred during their probation once the probation period is successfully completed.

**8.4 Weather Days**

When weather emergencies exist, the Executive Director shall make the decision as to whether or not the Authority offices will be closed. If the Authority offices are closed, critical personnel as designated by the Dept. Head may be called in. Decision shall be promulgated according to the phone method, as well as on the radio stations authorized.

If the Executive Director or designee declares an emergency on a Saturday or Sunday, the Water Treatment Operator/SCADA Technician on duty shall be eligible for compensatory time for the shift covered by the weather emergency.

Critical personnel who are called in and work will receive overtime pay for time worked and comp day is eliminated.

**9. VACATION**

**9.1 Vacation Time Earned**

Employees will earn annual paid vacation time according to the following schedule:

0 - 1 year	1 day/month
1 - 5 years	12 days
6 - 10 years	18 days
11 - 15 years	20 days
16 - 29 years	26 days
30 + years	28 days

For the purpose of computing overtime pay, earned vacation days taken during a pay period will be considered as days actually worked.

**9.2 Vacation Request Procedure**

Vacation requests will be submitted to the Division Supervisor for approval in January.

Upon approval by the Department Head, the request will be submitted to the Executive Director. Once a vacation request has been approved, it cannot be displaced by a higher seniority person. All other vacation requests not submitted in January must be submitted five (5) days in advance. Such a request must be approved by the Supervisor, Department Head, and Executive Director.

Vacation requests will be scheduled with full consideration for the effective operation of the Department, and employees with the greatest length of service will receive preference and choice of vacation period insofar as effective staffing requirements are met.

At the beginning of each calendar year, five (5) weeks will be designated 'Safety Weeks'. During these weeks, those divisions which require training during that week will not be permitted to take vacation or personal time.

### 9.3 Advance Vacation

Employees with one year or more of service may request one week vacation time in advance for no more than the number of days to be earned during the calendar year.

### 9.4 Vacation Accrual

Employees may only accrue a bank of vacation days equal to one year accrual of vacation based upon the employees' vacation entitlement. When an employee is denied vacation and will lose said vacation if not used, and not able to accrue the vacation, the employee shall be paid for said vacation.

### 9.5 Illness During Vacation

Should an employee become ill during vacation, a doctor's certificate shall be required to substitute sick time for the vacation time.

### 9.6 Vacation Pay on Termination

Unused vacation time will be paid to any employee leaving the service of the Authority.

Payment will be made on a pro-rated basis of the individual's current vacation schedule. Similarly, unearned vacation time which may have been taken in advance will be deducted from the final pay check.

## 10. LEAVES OF ABSENCE

### 10.1 Sick Leave

Employees will earn paid sick leave according to the following schedule: During the first year of employment - One day for each month worked After the first year of employment - Twelve days per year.

Any sick leave not taken during the calendar year will accumulate from year to year, and the employee is entitled to use the accumulated sick leave, with pay, if and when needed. Payment will be made for 1:1 of all sick time accrued at the time of separation in good standing from the Company, not to exceed a cap of \$15,000.00 for employees hired before May 21, 2010. Effective for employees hired on or after May 21, 2010, payment will be made for 1:1 of all sick time accrued at the time of retirement from the Company, not to exceed a cap of \$15,000.00.

"Sick leave" is defined as absence from duty because of personal illness or accident by reason of which the employee is unable to perform the usual duties of his/her position; exposure to a

contagious disease; a period of emergency attendance upon an ill family member requiring the presence of the employee.

Employees absent on sick leave for a period of five days or longer shall present to the Supervisor upon return to work a certificate of medical disability completed by a physician, or similar certification of the need for the employee's absence. Such certification may be required for absences of less than five days for employees having records of repeated absences.

In case of absence on sick leave, the employee must notify the Supervisor as early as possible before the regular starting time. Failure to notify the Supervisor shall constitute cause for disciplinary action.

It is agreed that the following language would be used regarding notification of employees of potential chronic absenteeism:

"Chronic absenteeism or excessive absenteeism is not acceptable. Chronic or excessive absence is defined as a pattern of such absenteeism. The employer shall issue a letter of notice to the employee, informing the employee that the employee has taken five occurrences per calendar year of absenteeism. This will inform the employee of the absenteeism situation. This letter shall not be used for disciplinary purposes, but as informational only. This does not bar the employer from discipline for chronic or excessive absenteeism."

All field employees covered by this contract and hired prior to May 21, 2010, will buy down on their sick time to 320 hours, which is the minimum number of hours they must maintain for the purpose of buy down. Sick Time Buy Downs shall cease effective with employees hired on or after May 21, 2010.

Eligible employees will be paid 1:1 at the current salary rate for unused sick time above the minimum accumulated during each year. Payment will be made at the end of the calendar year.

## 10.2 Personal Leave

### 10.2.1 *Death in Family*

In the case of death in the employee's immediate family, an employee shall be granted four days consecutive leave without loss of pay. The Authority reserves the right to request reasonable proof of death.

Immediate family is defined to mean: mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, grandchild of employee or spouse, sister-in-law, brother-in-law, and step immediate family.

For absence due to death of a close member of the employee's family, one day with pay for attendance at the funeral or memorial service. "Close Family" is defined as aunt, uncle, niece, or nephew of the employee or spouse. Such absences shall not be more than two days per year.

The Authority retains the right to request proof of event.

#### *10.2.2 Personal Leave of Absence*

Three days shall be allowed each year for personal business that cannot be conducted outside of normal working hours.

Unused personal leave days can accrue for a period of no longer than two years.

#### *10.2.3 Procedure for Extended Personal Leave of Absence*

When there are important personal reasons to justify it, employees may request an extended personal leave of absence without pay, by submitting the following information in writing to the Executive Director:

- Reason for leave;
- Period of leave;
- A statement to the effect that the employee understands that if the period of leave is exceeded, that is, the employee does not return on the date specified or obtain an authorized formal extension, employment will be automatically terminated.

The Executive Director will determine whether the conditions justify the request, and will inform the employee within five days, in writing, as to whether the request has been granted or denied. The written request for leave will remain in the employee's personnel file.

Such extended leave of absence will be granted for a period of one month, per request. Employees may request a total of three months, which shall be subject to the approval of the Authority.

#### *10.2.4 FMLA/NJFLA Leave*

Prior to the start of the leave of absence period, the employee must make arrangements with HR in regards to HB plan payments during the leave period. Such request shall be submitted thirty (30) days in advance when possible. Otherwise a reasonable notice, based on circumstances, shall be given. The employee may continue coverage for the leave period by making personal remittance to the Authority due on a weekly basis; such contributions to include cost for both the employee and spouse and/or dependents.

Should an employee exhaust his/her FMLA/NJFLA leave time, it will be considered a Cobra Qualifying event. Full premiums will be due by the 1<sup>st</sup> of each month to continue all insurance plans in accordance with applicable laws.

Upon return to work from leave of absence, the employee will return to the same classification as when the employee left. If the classification has increased due to cost of living or other reasons, appropriate consideration will be given to the employee by the Executive Director, based upon the length of the leave of absence.

### 10.3 Jury Duty

The Authority will reimburse an employee for jury duty only when the employee must physically be at the courthouse serving in the capacity of a juror.

Employees summoned to jury duty will be paid regular salary by the Authority during the period of such service.

### 10.4 Maternity Leave

Employees shall be entitled to Family and Medical Leave, consistent with all applicable State and Federal Laws.

### 10.5 Leave Covered by Workers' Compensation

If an employee is injured on the job, payment will be made by Workers' Compensation Insurance for periods of seven calendar days or longer. The Authority will continue to pay full regular salary to an employee for a period of up to 12 (twelve) weeks following the date of injury on the job. Workers' Compensation runs concurrent with FMLA leave time. Any payments made by Workers' Compensation Insurance will be turned over to the Authority. After 12 (twelve) weeks of receiving full regular salary, the employee may be examined and evaluated by a physician and/or therapist designated by the Authority. The employee will continue to be examined monthly by the designated W/C physician/therapist until the employee returns to work or a determination is made by Workers' Compensation Insurance.

If an employee is granted by the Authority Board of Commissioners an extension of leave covered under workers' compensation, then the employee shall continue all insurance benefits until said extension expires.

If the designated W/C physician/therapist determines that the employee is able to return to work at that time to full duty, workers' compensation payments will cease. The decisions of the Authority's designated physician/therapist shall not be subject to the arbitration provision of any Collective Bargaining agreement. Please note that vacation, sick, and personal leave time will not accrue while an employee is out on extension of leave (as granted by the Authority Board of Commissioners).

### 10.6 Military Leave of Absence

When a full-time employee (either permanent or temporary) who is a member of the Reserve component of any United States Armed Forces or the National Guard or any state, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee shall be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the leave shall be without pay but without loss of time. The paid leave will not be counted against any available time off including but not limited to vacation, sick, or personal time. A full-time

temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employee on military service will also continue to receive health insurance coverage during the period of leave plus an additional thirty (30) calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Authority's group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS) will continue accruing service and salary credit in the system during the period of paid, leave. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) also stipulates that Eligible Service may be purchased, employees must apply through the Division of Pensions and Benefits within thirty (30) days of the end of the uniformed services.

## **11. BENEFIT PLANS**

The following benefits are provided to eligible employees covered by this agreement on a group basis:

- a. Basic and Major Medical Insurance
- b. Dental Insurance
- c. Vision Care Plan
- d. Prescription Drug Plan
- e. State Disability Insurance

All Employees will contribute towards the cost of insurance in accordance with the rates set forth by this group agreement and not less than 1.5% of employee base salary, as outlined in Schedule B.

The Authority has passed a resolution providing for retiree health benefits. These benefits shall be available to eligible retirees only. By resolution, the Authority reserves the right to eliminate retiree health benefits if it so determines in the future.

### **11.1 Health Benefits Plan**

Basic and major medical insurance is available to full-time employees and their dependents on a group basis. Enrollment is optional and requires submittal of a registration form. Coverage becomes effective when 3 months of continuous service is completed. Basic coverage is provided by the Hospital Service Plan (Blue Cross) and the Medical-Surgical Plan (Blue Shield) of New Jersey. Coverage is paid by the Authority and by required employee contributions for the enrolled employee and dependents. The policy covers dependents to December 31' of their 26th year of age regardless of student status. Booklets outlining the contract provisions and benefits will be available in the Human Resource Department.

The Authority reserves the right to change its insurance carriers if it should be in the interest of the Authority and its employees provided the benefits remain substantially the same.

**Retirement Benefits:** The Brick Township Municipal Utilities Authority, effective January 1, 1998, shall pay health insurance premiums required by the program on a basis comparable to the reimbursement made by the State to its eligible pensioners and their dependents and reimburse the employees and/or their spouses for Federal Medicare Part B in accordance with provisions of Chapter 75, P.L. 1972 and continue as long as the State is doing so.

Eligible pensioners include those who retire on or after the above stipulated date and who receive a benefit based on 25 years or more of service credited in a State or Local administered retirement system. It also includes those who retire on disability pension based on fewer years of service credited in such retirement systems, but it does not include those who elect deferred retirement.

When required, post Retirement contributions will be calculated then collected through Automated Clearing House (ACH) Debits through the retirees personal checking account. Deductions are done on or about the 25th of the month for the upcoming coverage period for required post retirement contributions. Should a retired individual not make such funds available on the scheduled ACH debit date either through lack of funding, stop payment requests, or not notifying the Authority of a change of checking account as required on the Recurring Payment Authorization Form, all plans shall be terminated within thirty (30) days of the date of the scheduled ACH, unless cured during said time.

11.2 Dental Plan: The Dental Plan will reimburse the employee 100% of the eligible amount provided by the Plan. Coverage is paid by the Authority and by required employee contributions for the enrolled employee and dependents. There is a \$25.00 deductible fee required per individual with a Family maximum of \$75.00 per calendar year. The Family or Parent/Child(ren) levels of coverage is for all dependent children ages 2-26, regardless of student status until (December 31' of their 26th year). The Plan covers preventative, diagnostic, and most other dental work, plus orthodontic benefits. Dental coverage has a maximum yearly of \$1,800.00. Orthodontia coverage is \$1,500.00 lifetime maximum. For information on the optional DSO dental plan, including age coverage limits please see Human Resources.

11.3 Vision Care Plan: It is agreed that the Authority will pay for replacing eyeglasses broken due to the performance of the employee's duties.

A vision care plan for employees and dependents will be provided by the Authority and by required employee contributions. The plan will pay charges for one eye examination and one pair of prescription lenses and frames (or contact lenses) in each calendar year. Coverage will be in accordance with the "Schedule of Covered Services and Supplies" as furnished by the insurance carrier. Dependent coverage ends December 31' of their 26th year of age regardless of student status.

11.4 Prescription Drug Plan: Prescriptions resulting from on-the-job injuries will be paid for by the Authority, and an account for this purpose will be established at a local pharmacy setup through Workers' Compensation.

A prescription drug plan for employees and dependents will be provided by the Authority and by required employee contributions. The plan will cover the cost of prescription drugs less the



schedule of co-pays to be paid by the employee, (\$3.00/\$10.00 retail - \$5/\$15 mail order deductible).

**11.5 State Temporary Disability:** To protect employees against sickness or disability not compensable under the Worker's Compensation Law, the Authority agrees to participate in the New Jersey State Temporary Disability Plan in accordance with the schedule provided by the Department of Labor. Authority policy requires that before being eligible for disability coverage, the employee must first use up any accumulated sick time on record.

**11.5.1 *Long Term Disability Coverage:*** The Authority shall provide long-term disability coverage to All Full-Time employees. For information on the plan, including schedule of benefits and a copy of policy coverage limits please see Human Resources.

**11.6 Change of Insurance Carriers:** The Authority reserves the right to change its insurance carriers if it should be in the interest of the Authority and its employees providing that the benefits remain substantially the same.

## **12. BENEFIT WAIVER REIMBURSEMENT**

### **12.1 Health & Prescription Coverage — "Opt Out" Program**

1. The "Opt Out" Program is offered for Health & Prescription benefits only. Dental and Vision benefits are not included in the program and you will be required to contribute minimum of 1.5% of your base salary not to exceed the total cost of coverage per month for both types of coverage.

2. The employee shall contact Human Resources Department to enroll in or terminate the "opt out" program.

3. Proof of alternative coverage is required to participate in the program. Copy of Insurance ID Card showing level of current coverage, and when necessary, a letter from parent's employer listing you — our employee as a covered dependent and covered-through date.

4. The employee will only be able to opt back into the Authority's health & prescription plans should alternate coverage be lost, or during open enrollment of the Authority's plans.

5. A waiver signed by the participating employee will be required confirming an understanding of items #1 and #2 above. A new waiver must be signed by participating employees each plan year.

6. State mandates regarding maximum waiver amounts have changed since the inception of our plan and are to be paid as follows:

- Waivers shall not exceed 25% or \$5,000.00, whichever is less, of the amount saved by the employer because of the employee's waiver of coverage".

- a. Add the total monthly health and prescription premiums together;
- b. Subtract out what would have been the employees expected contribution by comparing (1.5% base salary) to (health and prescription premium totals and level of coverage percentage of premium), then using the larger amount;
- c. This total will then be multiplied by 25% and compared to the maximum waiver allowed by law \$5,000.00, the lesser to which is the established allowable waiver paid by the following schedule: Equal payments will be made quarterly at the month end of January, April, July and October.

7. If the "opt out" program is terminated by the employee, the quarterly payout will be calculated on a pro-rated basis.

8. All "opt out" payments are taxable compensation to the employee under Section 125 Cafeteria Plans, cash benefit.

9. Program description and procedure are subject to change as deemed necessary by the Authority.

### **13. TUITION/UPGRADING**

#### **13.1 Tuition Reimbursement**

The Authority will consider paying educational expenses for employees wishing to pursue a higher education. A Training Aid Request Form for reimbursement shall be submitted in writing to the employee's immediate Supervisor prior to registering for courses. The Supervisor will submit the request with his/her recommendation to their Department Head who will in turn submit to the Executive Director for review and approval. The Executive Director will determine the merits and advantages to the Authority of such additional education.

If approved, the employee shall be entitled for reimbursement by the Authority as follows:

1. The employee with a passing grade of C or higher must submit a receipt for tuition, books, lab fees and evidence or proof of a passing grade.
2. Reimbursable expenses associated with tuition shall be limited to tuition (credit costs) books and lab fees. NOTE: Student fees/Registration fees are not reimbursable.
3. A calendar year maximum reimbursable amount of up to \$3000.00 total cost including books will apply.\*

\*In such cases where an employee is required to take a particular course or training at the direction of the Authority, the Authority will pay the full cost of tuition and books in advance. The amount of required or requested classes will not be included in an employee's annual maximum reimbursement amount.

Obtaining a higher education degree which may qualify an employee for an upgrade will not entitle said employee to immediate salary increase.

In the event an employee separates from employment with the Authority within two (2) years of the date of finishing the course, the employee shall remit payment back to the Authority in the amount which the employee was reimbursed by the Authority.

#### **14. UNIFORMS**

The parties agree that all personnel covered by this Agreement who are required to wear uniforms shall wear such uniforms only while on Authority business.

**A) Standard Issue -**

The following standard issue items are offered to all new employees, however, the supervisor shall issue only what is necessary as it pertains to that employee's specific scope of work.

1. Five (5) Trousers - Dickies
2. Six (6) Shirts, Long or Short Sleeve, any combination - Dickies
3. One (1) Light Coverall - Dickies
4. One (1) Winter Jacket — Wear Guard

Standard issue items will be replaced on an "as needed basis" subject to Supervisory and Dept. Head approval. Improper use of, or lack of proper required maintenance, will constitute employee being charged for replacement article.

- B) Points -** Fifteen (15) points shall be issued each year in January. New hires may borrow nine (9) points in their first year for a total of 24 points and pay back 3 points for the following three years.
- C) Point Accrual -** Employee may accrue and carry no more than five (5) points per year. At time of separation from the Authority in all circumstances, accrued points will remain with the Authority. All uniform articles will be turned in to the Authority at time of separation.
- D) Maintenance -** Maintenance of uniform articles will remain and be the sole responsibility of the employee. The Authority is providing garments, uniform trousers, and uniform shirts that are of a wrinkle free material when properly maintained. The employee will be required to properly maintain uniforms in a clean, wrinkle free, neat, and presentable fashion. Employees who do not properly maintain and/or do not report to work in proper uniform, will not be permitted to work.
- E) Protection of Uniform Articles -** All uniform articles are to be properly used and/or protected. Specific safety uniform articles are supplied to the employee, to safeguard employee and said uniform articles. Example: Rain gear in wet weather, overshoes/slush boots in mud and/or foul conditions. The protective safety articles issued will be used appropriately by the employee, to protect the employee and said uniform articles.

- F) Steel-Toe Boots - The Authority will select standard color for safety-toe boots. Boots will be maintained by employee with proper applications of water-proofing polish. Height increments will be 6" minimum and 8" maximum. Steel toe ratings will meet or exceed ASTM F-2413-2005 specifications.
- G) Tee-Shirts - Once each year, in April, the Authority shall purchase for each employee covered by this Agreement, three (3) 100% cotton pocket less tee shirts or three (3) 50/50 blend pocket less tee shirts, with the Authority logo affixed. Selection process regarding type of tee shirt to be supplied will be made in accordance with established uniform item ordering procedures. Maintenance of tee shirts will be the sole responsibility of the employee.

H) <u>Uniform Item/Option List</u>	(1 Point is Equivalent to \$20.00)	<u>Points</u>
1.	Trouser — Dickies	1.2
2.	Shirt — Dickies, Short Sleeve	1.5
3.	Shirt — Dickies, Long Sleeve	1.7
4.	Polo Shirt, Gilden, Short Sleeve	0.9
5.	Coverall —Berne or Red Kap — Lightweight, Non-insulated	2.1
6.	Coverall —Dickies – Winter Insulated	4.7
7.	Coat —Carhartt - Winter	6.0
8.	Sweatshirt — Camber-Insulated-Zipper	3.4
9.	Lightweight Sweatshirt — Non-insulated, pullover hooded	0.7
10.	Lightweight Sweatshirt – Non-insulated, pullover crew	0.6
11.	Tee-Shirt — 100% Cotton, Pocketless	0.5
12.	Tee-Shirt — 50/50 blend, Pocketless	0.4
14.	Shorts — Red Kap, 10" length	0.7
15.	Safety Toe Boots —	
	Hytest 6"	7.5
	Carhartt, Safety Toe, 6" insulated	7.8
	Hytest 8"	9.0
	Carhartt, Safety Toe, 8" insulated	9.0
	Wolverine, Safety Toe, 6" insulated	6.8
	Timberland, Safety Toe, 6" insulated	6.8
	Timberland, Safety Toe, 6" non-insulated –(brown) or (tan)	6.3
	Wolverine, Safety Toe, 8", insulated	7.8
	Wolverine, Safety Toe, 8" non-insulated	8.0
	Red Wing, Safety Toe, 6", insulated	11.5
	Red Wing 8" Work Boot	11.3
16.	Hat, Cloth, Sunhat	1.0
17.	Hat, Cap, Mesh Back	0.5
18.	Hat, Knitted, Insulated	0.4
19.	Hat, Knitted, Non-Insulated	0.5
20.	Hood – For winter coat, snap on – Carhartt brand	1.0

I) Probationary Employee/New Employee

Probationary employee will become entitled to standard issue uniforms at time of and after successful completion of probation period. Points afforded to new employees will be pro-rated based on the date probation period is completed.

Probationary/new employees will be required to purchase steel toe safety shoes before beginning work with the Authority. Pro-rated example: a) New employee hired first week of March, b) Probation period successfully completed last week of May, c) Standard issue given in June, d) 7.5 points given in June for balance of year.

J) Program Initiation/Implementation

Once the new program is initiated and implemented, all old uniform articles are to be retired. Past issue/old issue uniform articles will not be permitted to be worn in any case at any time.

K) Safety Issue

The Authority will supply the following safety issue, on an "As Needed" basis, which the employee shall be required to reasonably maintain:

Complete Set of Rain Gear (Boots, Jacket & Pants)

Hard Hat

Safety Goggles

Ear Protection

Work Gloves

L) In the event items noted within Section H, Uniform Items/Option List, are discontinued by the vendor and no longer available, the Authority reserves the right to replace the previously listed item with an item of equal quality as determined by the Authority.

## SCHEDULE A

<b>Title</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Crew Chief	\$18.50	\$18.50	\$19.50
Crew Chief, Senior	\$21.00	\$21.00	\$22.00
Groundsman	\$16.00	\$16.00	\$17.00
Groundsman, Senior	\$18.50	\$18.50	\$19.50
Instrumentation Technician	\$18.50	\$18.50	\$19.50
Instrumentation Technician Senior	\$21.00	\$21.00	\$22.00
Jet Vac Operator, Assistant	\$16.00	\$16.00	\$17.00
Jet Vac Operator	\$18.50	\$18.50	\$19.50
Jet Vac Operator Senior	\$21.00	\$21.00	\$22.00
Laborer	\$16.00	\$16.00	\$17.00
Laborer, Senior	\$18.50	\$18.50	\$19.50
Maintenance Man	\$16.00	\$16.00	\$17.00
Maintenance Man Senior	\$18.50	\$18.50	\$19.50
Maintenance Mechanic Assistant	\$16.00	\$16.00	\$17.00
Maintenance Mechanic	\$17.00	\$17.00	\$18.00
Maintenance Mechanic, Senior	\$19.50	\$19.50	\$20.50
Meter Reader	\$16.00	\$16.00	\$17.00
Meter Reader Senior	\$18.50	\$18.50	\$19.50
Pipefitter	\$19.50	\$19.50	\$20.50
Pipefitter, Senior	\$20.50	\$20.50	\$21.50
Pump Station Operator	\$17.00	\$17.00	\$18.00
Serviceman	\$16.00	\$16.00	\$17.00
Serviceman Senior	\$18.50	\$18.50	\$19.50
Technician	\$21.00	\$21.00	\$22.00
Technician, Senior	\$23.50	\$23.50	\$24.50
TV/Grout System Operator	\$18.50	\$18.50	\$19.50
TV/Grout Technician	\$16.00	\$16.00	\$17.00
Utility Markout/Leak Detection Operator	\$18.50	\$18.50	\$19.50
Warehouseman	\$16.00	\$16.00	\$17.00
Warehouseman Senior	\$18.50	\$18.50	\$19.50
Water Leak Detection System Technician	\$16.00	\$16.00	\$17.00
Water Treatment Plant (WTP) Operator	\$18.50	\$18.50	\$19.50
Water Treatment Plant (WTP) Operator Senior	\$21.00	\$21.00	\$22.00
Water Treatment Plant (WTP) Mechanic	\$17.00	\$17.00	\$18.00
Water Treatment Plant (WTP) Mechanic Senior	\$19.50	\$19.50	\$20.50
Water Treatment Plant (WTP) Operator in Charge	\$23.50	\$23.50	\$24.50

## SCHEDULE B

Salary Range	Tier 4 Premium %
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SINGLE COVERAGE	
less than 20,000	4.50
20,000 - 24,999.99	5.50
25,000 - 29,999.99	7.50
30,000 - 34,999.99	10.00
35,000 - 39,999.99	11.00
40,000 - 44,999.99	12.00
45,000 - 49,999.99	14.00
50,000 - 54,999.99	20.00
55,000 - 59,999.99	23.00
60,000 - 64,999.99	27.00
65,000 - 69,999.99	29.00
70,000 - 74,999.99	32.00
75,000 - 79,999.99	33.00
80,000 - 94,999.99	34.00
95,000 and over	35.00

FAMILY COVERAGE	
less than 25,000	3.00
25,000 - 29,999.99	4.00
30,000 - 34,999.99	5.00
35,000 - 39,999.99	6.00
40,000 - 44,999.99	7.00
45,000 - 49,999.99	9.00
50,000 - 54,999.99	12.00
55,000 - 59,999.99	14.00
60,000 - 64,999.99	17.00
65,000 - 69,999.99	19.00
70,000 - 74,999.99	22.00
75,000 - 79,999.99	23.00
80,000 - 84,999.99	24.00
85,000 - 89,999.99	26.00
90,000 - 94,999.99	28.00
95,000 - 99,999.99	29.00
100,000 - 109,999.99	32.00
110,000 and over	35.00

Member/Spouse/Partner or Parent/Child Coverage	
less than 25,000	3.50
25,000 - 29,999.99	4.50
30,000 - 34,999.99	6.00
35,000 - 39,999.99	7.00
40,000 - 44,999.99	8.00
45,000 - 49,999.99	10.00
50,000 - 54,999.99	15.00
55,000 - 59,999.99	17.00
60,000 - 64,999.99	21.00
65,000 - 69,999.99	23.00
70,000 - 74,999.99	26.00
75,000 - 79,999.99	27.00
80,000 - 84,999.99	28.00
85,000 - 99,999.99	30.00
100,000 and over	35.00

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this 28<sup>th</sup> day of September, 2023.

ATTEST:

**Brick Township Municipal Utilities Authority**



Michael A. Blandina, Secretary



Thomas C. Curtis, Chair

ATTEST:

**Office and Professional Employees International  
Union Local 32**



Keri DiMatta

 OPEIU, Local 32  
BUSINESS REPRESENTATIVE

 Chief Steward

 Allen Malick

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