

Contract no. 801

**AGREEMENT
between
THE OCEAN COUNTY UTILITIES AUTHORITY
and
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 14, AFL-CIO**

(WHITE COLLAR EMPLOYEES)

January 1, 1990 through December 31, 1992

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Final Copy

T A B L E O F C O N T E N T S

<u>Article</u>		<u>Page #</u>
	PREAMBLE	1
1	RECOGNITION	2
1A	RECOGNITION	3
2	MANAGEMENT RIGHTS	4
3	NO-STRIKE PLEDGE	7
4	DUES CHECK-OFF	9
5	AGENCY FEE	11
6	GRIEVANCE PROCEDURE	14
7	FULLY BARGAINED PROVISIONS	21
8	NON-DISCRIMINATION	22
9	EFFECT OF LEGISLATION - SEPARABILITY	23
10	PROBATIONARY PERIOD	24
11	LEAVE OF ABSENCE	25
12	UNION VISITATION RIGHTS	27
13	UNION BUSINESS	28
14	JURY DUTY	29
15	JOB POSTING	31
16	SENIORITY	32
17	SAFETY COMMITTEE	34
18	BEREAVEMENT PAY	35
19	HOLIDAYS	36
20	INJURY ON OTHER EMPLOYMENT	37
21	VACATIONS	38
22	SICK LEAVE	40
23	PERSONAL LEAVE	43
24	CODE OF CONDUCT	44
25	POLITICAL ACTIVITY	46
26	HOURS OF WORK AND OVERTIME	48
27	DRESS CODE	50
28	MEAL ALLOWANCE	51
29	SHIFT DIFFERENTIAL	52
30	CALL-IN-PAY	53
31	EDUCATION AND TRAINING	54
32	MILITARY LEAVE	56
33	INSURANCE BENEFITS	57
34	MILEAGE	59
35	PRODUCTIVITY	60
36	WORK PERFORMANCE	61
37	PERFORMANCE EVALUATION	62
38	SALARY INCREASES	63
39	TERM AND RENEWAL	65
	LETTER OF UNDERSTANDING	66

PREAMBLE

- A. This Agreement made this 9th day of September , 1991, by and between the OCEAN COUNTY UTILITIES AUTHORITY, in the County of Ocean, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority"), and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 14, AFL-CIO (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Authority and the Union.
- B. The purpose of this Agreement is to set forth herein all negotiable terms and conditions of employment.
- C. References to any one gender shall mean reference to both genders, throughout this Agreement.

ARTICLE 1

RECOGNITION

- A. The Authority recognizes the Union as the exclusive representative, as certified on May 25, 1990 by the New Jersey Public Employment Relations Commission (Docket No. RO-90-144) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time white collar employees, including white collar craft employees employed by the Authority, but excluding all blue collar employees, confidential employees, managerial executives, police, secondary and primary supervisors within the meaning of the Act, professional employees and all other employees of the Authority.
- B. In accordance with the Agreement reached under P.E.R.C. Docket Nos. CU-90-74 and 78, in addition to other white collar employees, the following are included in the unit:
1. Assistant to the Division Director - South
 2. Industrial Discharge Coordinator
 3. Lab Instrument Technician
 4. Preventative Maintenance Planners (except S.M.P.)
 5. Vehicle Maintenance Foreman
 6. Accounting/Purchasing Clerk
- The following are excluded:
1. Safety Officer
 2. All S.M.P. personnel
 3. Quality Control Officer

ARTICLE 1A

RECOGNITION

- A. The Authority recognizes the Union as the exclusive representative, as certified on May 25, 1990 by the New Jersey Public Employment Relations Commission (Docket No. RO-90-152) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time primary level supervisors, including primary level supervisory craft and professional employees employed by the Authority, but excluding non-supervisory employees, secondary level supervisors, blue collar employees, confidential employees, quality control officer, police, managerial executives and supervisors within the meaning of the Act, and all other employees of the Authority.
- B. All S.M.P. personnel and the Safety Officer are excluded from the bargaining unit.

ARTICLE 2

MANAGEMENT RIGHTS

- A. The Authority hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:
1. All management functions and responsibilities which the Authority has not expressly modified or restricted by specific provision of this Agreement.
 2. The right to establish and administer policies and procedures related to personnel matters, Authority control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Authority.
 3. To reprimand, suspend, discharge or otherwise discipline employees.
 4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work.
 5. To determine the number of employees and the duties to be performed.
 6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service.

7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Authority.
 8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Authority, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
 9. To subcontract for any existing or future services as determined necessary by the Authority.
 10. To make or change Authority rules, regulations, policies, and practices consistent with the specific terms and provisions of this Agreement.
 11. And otherwise to generally manage the affairs of the Authority, attain and maintain full operating efficiency and productivity and to direct the work force.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority shall only be limited by the language of this clause.
- C. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Authority on behalf of the taxpayers and that the Authority cannot bargain away or

eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Authority or any of its authorized managerial executives or supervisory personnel.

- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. 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 3

NO STRIKE PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Authority's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The Union covenants and agrees that during the term of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, 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 concerned failure to report for duty or willful absence of any employee from his/her position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Authority.
- C. The Union agrees that it will do everything in its power to actively discourage any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to publicly disavowing such action, and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its

order. The Union agrees that it will undertake any necessary actions at its own expense to terminate any of the above activity on the part of its members of the bargaining unit.

- D. Any activity enumerated above on the part of a Union member or member of this bargaining unit will be deemed as appropriate grounds for the termination of employment from the Authority.
- E. 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.
- F. In the event of activity aforementioned, the Authority shall cease making deductions under the "dues deductions" clause herein.

ARTICLE 4

DUES CHECK-OFF

- A. The Authority agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Authority to deduct. All such deductions will be made in compliance with applicable law.
- B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Authority written notice ninety (90) days prior to the effective date of such change.
- C. The Union will provide the necessary "check-off authorization" form and will secure the signatures of its members on the forms and deliver the signed forms to the Authority. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the salary deduction authorization forms submitted by the Union to the Authority. It is specifically agreed that the Authority assumes no obligation, financial or otherwise, arising out of the provisions of this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

- D. Payroll deductions of Union dues under the properly executed authorization for payroll deduction of Union dues form, shall become effective on the month following the time the form is signed by the employee, and shall be deducted and paid to the Union at least once each month.
- E. The Authority shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Authority will resume the obligation of making said deductions in accordance with Paragraph D hereof.
- F. The Authority shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

ARTICLE 5

AGENCY FEE

- A. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.
- B. Prior to the beginning of each calendar year, the Union will notify the Authority in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that calendar year. The representation fee to be paid by non-members will be equal to 85% of that amount.
- C. 1. Once during each calendar year covered in whole or in part by this Agreement, the Union will submit to the Authority a list of those employees who have not become members of the Union for the then current membership year. The Authority will deduct from the salaries of such employees, in accordance with Paragraph C.2, below, the full amount of the representation fee and will transmit the amount so deducted to the Union.
2. The Authority will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list

during the remainder of the membership in question.

The deductions will begin with the first paycheck paid:

- a. Within thirty (30) days after receipt of the aforesaid list by the Authority; or
 - b. Thirty (30) days after the employee begins his/her or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
 4. The Union will notify the Authority in writing of any changes in the list provided for in Paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Authority received said notice.

5. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:14-5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority shall immediately cease making said deductions.
6. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority prior to the institution of this Article.

ARTICLE 6

GRIEVANCE PROCEDURE

A. DEFINITION

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

B. PURPOSE

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

C. PROCEDURE

STEP ONE

The aggrieved shall institute action in writing, under the provisions hereof, within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her next immediate superior who is not in any O.P.E.I.U. bargaining unit, for the purposes of resolving the matter informally. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The immediate superior shall render a decision, in writing, within seven (7) calendar days after receipt of the grievance. The written grievance must identify the grievant by name(s) and be signed by him/her (them) and the Union. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Employer representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Employer and shall constitute an abandonment of the

grievance. The matters identified in the written grievance shall not be expanded upon subsequent to its filing.

STEP TWO:

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above, the grievance may be filed in writing with the Division Director or his/her designee, if appropriate within seven (7) calendar days. The Division Director, or his/her designee, shall have seven (7) calendar days to respond to the grievance. If it is not appropriate to file at this level with the Division Director, the grievance should be filed in accordance with Step Three instead.

STEP THREE:

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step Two above, the grievance may be filed in writing with the Director of Administration and Finance, or the Authority's designee, within seven (7) calendar days. The Director of Administration and Finance, or the Authority's designee, shall have seven (7) calendar days to respond to the grievance.

STEP FOUR:

If the grievance is not resolved to the satisfaction of the aggrieved at Step Three above, the aggrieved shall, within seven (7) calendar days after the response from the Director

of Administration and Finance, or the Authority's designee, submit the grievance to the Executive Director of the Authority, or his/her designee. The Executive Director, or his/her designee, shall hold a hearing on such grievance within fourteen (14) calendar days after submission, and shall have fourteen (14) calendar days thereafter to render his/her decision.

STEP FIVE (A)

With respect only to those grievances not involving the express terms of this Agreement, and in lieu of Step Five (B), if the grievance is not resolved to the satisfaction of the aggrieved at Step Four above, the aggrieved shall within fourteen (14) calendar days after the response from the Executive Director, or his/her designee, submit the grievance to the Authority Commissioners. The Authority Commissioners may hold a hearing on such grievance within thirty (30) days and shall render a decision within fourteen (14) calendar days from the close of the hearing. If more time is needed, the Union shall be notified. The decision of the Authority Commissioners shall be final and binding upon the parties.

STEP FIVE (B):

(1) With respect only to those grievances involving the express terms of this Agreement, and in lieu of Step Five (A), and in the event the grievance is not

resolved to the grievant's satisfaction at Step Four, or in the event the Executive Director has not served a timely written response at Step Four, then within fourteen (14) calendar days after the response date set forth in Step Four, the Union may notify the Executive Director in writing of the grievant's intention to submit the grievance to binding arbitration, and shall request the Executive Director to join in the request for arbitration.

- (2) Within seven (7) calendar days after receipt of the grievant's notice and request as aforesaid, the Executive Director shall serve upon the grievant his/her written determination respecting such request. The Executive Director shall join in the submission to arbitration if he/she determines that the grievance: relates solely to a controversy involving the express terms of this Agreement; was timely filed and timely processed through the applicable internal steps of this grievance procedure; relates solely to subject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by way of remedy does not seek a result inconsistent with statute, administrative regulation or decisional law, inconsistent with the Authority's management prerogatives set forth generally and specifically in

the Management Rights Article of this Agreement, or which would significantly interfere with such management prerogatives.

- (3) In the event the Executive Director determines to join the submission to binding arbitration, or in the event the Executive Director has not served a timely written determination, then within seven (7) calendar days after the determination date set forth in Paragraph (2) above, the Union may invoke binding arbitration by submitting a written request therefor to the New Jersey State Board of Mediation, with a copy of such request to the Executive Director. Thereafter, binding arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the New Jersey State Board of Mediation, except as they may be expressly altered or modified herein.
- (4) The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his/her award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, and shall be expressly bound by the

considerations set forth in Paragraph (2) above, notwithstanding any positions expressed thereon by the Executive Director, or his/her failure to respond with respect thereto.

- (5) Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his/her request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the appropriate Division Director or his/her designee, in writing by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority.
- (6) Costs of the arbitrator shall be split between the parties.
- (7) Additional costs incurred shall be borne by the party incurring same.

ARTICLE 7

FULLY BARGAINED PROVISIONS

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.
- B. 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.
- C. 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 8

NON-DISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination.

ARTICLE 9

EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 10

PROBATIONARY PERIOD

- A. During the first one hundred twenty (120) days of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his or her employment within that time without challenge, by either the employee or the Union, and without resort to any grievance procedures or any other hearing procedure. The Authority reserves the right to extend a probationary period upon notice to the Union, for an additional thirty (30) day period.
- B. The Authority retains the sole right to establish a hiring rate for probationary employees. Employees will be brought up to Union Scale at the completion of their probationary period.

ARTICLE 11

LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Authority.
- B. At the discretion of the Division Director and with the approval of the Executive Director and the Authority's Committee on Administration, any employee may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay, except military leave, does not accrue annual leave, sick leave benefits, or any other benefits, with the exception of membership in the health benefit plan, which shall continue, and membership in the retirement system, which may be continued by forwarding a copy of the Authority's Resolution authorizing the leave of absence. However, no payments will be made by the Authority to the pension system during this leave of absence. The Authority will make available to an employee on leave necessary information to continue health coverage on his/her own.
- D. A leave of absence shall not exceed three (3) months in length, after which it may be reconsidered, and any requested extension shall either be granted or denied. In the case of leave for disability purposes, the original leave shall not exceed six (6) months. During such periods of disability leave, the Authority shall have the right to replace the employee on leave with a temporary employee for the duration of the leave.

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

ARTICLE 12

UNION VISITATION RIGHTS

An officer or duly accredited representative of the Union may be permitted to visit the premises only after prior authorization from the Executive Director or his/her designee. An escort may be provided at the discretion of the Executive Director or his/her designee. Such visitation shall not interfere with the conduct of the Employer's business or with the duties of any of its employees.

ARTICLE 13

UNION BUSINESS

- A. The Employer's sole responsibility in the administration of all Union matters shall be with the Shop Steward. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Steward shall be the designated representative of the Union for such matters which take place at the work place.
- B. Greivances are to be discussed by Shop Stewards on their own time only. In accordance with Paragraphs C and D, below, however, the Shop Steward shall be given an opportunity to engage in the adjustment of the grievances as provided for under the Grievance Procedure herein with the Employer's representatives, in those instances where the Authority deems it necessary that such discussions be held during the work day.
- C. The Shop Steward shall not leave his or her job without the permission of his or her Supervisor, and shall not contact another employee on Union business without prior permission of that employee's Supervisor and his or her own.
- D. Under no conditions shall the shop Steward interfere with the performance of the work of others.

ARTICLE 14

JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight-time pay less any compensation (excluding travel expenses) they may receive for attending said Court proceeding for a maximum of two (2) weeks.
- B. If an employee is required to remain on jury duty for longer than the two (2) week period, then upon submission of a letter from the Judge presiding over the case expressing such requirement, the Authority shall grant up to one (1) additional week's leave.
- C. If employees are required to serve on jury duty, such employees shall be required to notify their immediate superiors in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty more than three (3) hours prior to the end of a work day, employees shall report for work for the duration of the work day.
- D. This Article applies to day shift employees only; however, employees on the midnight shift who are required to serve on jury duty will be excused two (2) hours early with no loss of pay, and employees on the afternoon shift who are required to serve on jury duty may start their shift two (2) hours late with no loss in pay.

E. The Authority reserves the right to reschedule any employee on jury duty to other shifts and/or weekends.

ARTICLE 15

JOB POSTING

- A. Notice of bargaining unit vacancies will be posted on the plant bulletin boards with a copy submitted to the Shop Steward of the Union.
- B. If an employee who has applied for a job opening requests to know whether he or she has been given the job, the Authority will provide such notification.

ARTICLE 16

SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be a factor in designating the employee to be affected.
- B. The seniority of an employee is defined as the length of continuous uninterrupted service as an Authority employee dating back to the original date of hire and by his/her job classification.
- C. In the event of layoffs and rehiring, the last person hired in a job classification affected shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with his/her seniority and his/her classification, provided the more senior employee is able to do the available work in a satisfactory manner, and provided that he/she has the proper qualifications.
- D. Once each year, the Authority shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Authority. The seniority list shall be posted on the bulletin boards and will show the employees' names, classifications and seniority dates.
- E. The Authority shall notify the Union of all newly hired bargaining unit employees within thirty (30) days of hire.

- F. Notwithstanding A-E, above, any position deemed temporary by the Authority may be eliminated at any time, and the employee in the position may be terminated without regard to seniority.
- G. Notwithstanding F, above, that with respect to the two current clerical positions deemed temporary, if the project for which they are employed ends, the Authority shall take all reasonable efforts to reassign them in accordance with their seniority to other positions within the Authority.

ARTICLE 17

SAFETY COMMITTEE

The Union may appoint a committee, not to exceed two (2) people, to meet with the Director of Administration and Finance, or Authority's designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

ARTICLE 18

BEREAVEMENT PAY

- A. Every bargaining unit member shall be granted up to a maximum of three (3) consecutive days leave, including the day of the funeral, without loss of regular straight-time pay, upon the death of a member of his/her 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 and if the residence of the deceased is at least five hundred (500) miles from the residence of the employee. In such cases, the leave must be with the consent of the Division Director, or Director of Administration and Finance. In the case of the death of an employee's parent, spouse or child, the employee shall be entitled to five (5) consecutive days leave, as above defined, whether in state or not.
- B. Immediate family shall be defined as: the employee's, spouse, brother, sister, children, parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, grandparents-in-law, or any other blood relative of employee residing as a regular member of the employee's household at time of death.

ARTICLE 19

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
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Christmas Day
Columbus Day
Election Day (or
the Friday after
Thanksgiving, at the
Authority's option)

Effective in 1992, Good Friday shall be added as a paid holiday.

- B. An employee required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) for the actual hours worked in addition to either seven (7) or eight (8) hours straight-time holiday pay.
- C. If a holiday falls on an employee's regular day off, the employee shall receive another day off at a mutually acceptable time, or, at the option of the Authority, pay for the day.
- D. For the purposes of Paragraph B, in the case of five (5) day, Monday through Friday workers, if a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the following Monday.

ARTICLE 20

INJURY ON OTHER EMPLOYMENT

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

ARTICLE 21

VACATIONS

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

Up to and including the third (3rd) year -	- Ten (10) days
Fourth (4th) through sixth (6th) year of service	- Twelve (12) days
Seventh (7th) through twelfth (12th) year -	- Fifteen (15) days
Thirteenth (13th) year and later:	Twenty (20) days

- B. Eligibility for vacation shall be computed as of the last date on which the 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. Vacations shall be taken at a minimum of one (1) week at a time unless the Authority approves less at its option.

3. 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.
4. If vacations are not taken during the vacation year earned, vacation days may accrue to a maximum of twenty-four (24) months' worth of vacation. Requests to accrue beyond twenty-four (24) months' worth of vacation days shall be reviewed by the Authority on a case-by-case basis.
5. If, due to the exigencies of the work situation, the Authority requests an employee to forego his/her vacation, then the Authority may approve an accrual greater than twenty-four (24) months' worth of vacation.
6. No vacation may be taken during an employee's probationary period.
7. Vacation pay shall be paid in advance, provided proper advance notice is given to the Authority, and provided the vacation is for at least one (1) week.

ARTICLE 22

SICK LEAVE

- A. All employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every full month of service. Unused sick days may be accumulated without limitation. Employees may "buy back" accumulated unused sick leave on the basis of one (1) day's pay for each day accumulated, for those days accumulated in excess of forty-five (45) days only. The minimum buy-back shall be one (1) full day. This plan shall be administered in accordance with Authority rules and regulations, as shall a separate benefit relating to unused sick time at retirement.
- B. 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 employee's household. A maximum of three (3) sick leave days may be used for this purpose; however, due to extenuating circumstances, this period may be extended in the discretion of the Authority.

- C. During an employee's probationary period, sick leave may be accrued but no paid sick leave will be given during this period. Sick leave is not advanced and cannot be used until it is earned.
- D. Supervisors may, in their 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.
- E. In the event of a work-incurred injury, an employee must apply for Worker's Compensation benefits. An employee shall be paid only the difference between such Worker's Compensation benefits and his/her full regular salary. Only the difference between such Worker's Compensation benefits and the employee's full regular salary shall be charged against accumulated sick leave.
- F. At no time may an employee collect more than his/her full regular salary.
- G. If an employee uses up his/her accumulated sick leave, he/she may then use any unused vacation time on the same basis as in Paragraph E above, or he/she may elect to go on unpaid leave of absence and retain any Worker's Compensation benefits to which he/she is entitled.
- H. The Authority reserves the right to assign "light duty work" to an employee, at its option.

I. In the event the employee contends that he/she 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 23

PERSONAL LEAVE

Each employee may be eligible for four (4) days Personal Leave, which may be used for personal business which cannot be conducted after the work day. The employee must have the permission of his or her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative. Employees must provide one (1) week's notice to the immediate supervisor.

ARTICLE 24

CODE OF CONDUCT

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

adversely affect the employees performance, or engage in any gambling activity while on Authority-owned or Authority-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 Authority-leased property.
7. Inasmuch as the Authority is a public body and subject to Federal and State regulations, 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/her spouse or any member of his/her family, any compensation, gift, favor or service of value which he/she knows or should know is offered or obtained to influence him in the performance of his/her public duties and responsibilities. The acceptance of infrequent business meals of nominal value does not fall into such a category.

ARTICLE 25

POLITICAL ACTIVITY

- A. The Authority is a Federally-funded project and, as such, some employees are subject to provisions of the "Hatch Act" regulating political activities.
- B. Examples of the activities which are prohibited are as follows:
1. Using your official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.
 2. Directly or indirectly coercing, attempting to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party, committee or organization, agency or person for political purposes.
 3. Being a candidate for elective office as a partisan candidate representing a national or State political party.
- C. These Employees may be candidates for local school boards or non-partisan local government offices, since the provisions of the Hatch Act only prohibit activity in a solely partisan situation.
- D. In addition to the provisions of the Hatch Act, no Authority employee shall directly or indirectly use or seek to use his/her authority or influence of his/her position to

control or modify the political action of another person, and no Authority employee shall during the hours of duty, engage in political activity; nor shall he/she at any other time participate in political activities so as to impair his/her usefulness in the position in which he/she is employed. To avoid misunderstandings and potential loss of Federal funds, an employee should discuss any potential political activity with his/her Department Director or Division Director.

ARTICLE 26

HOURS OF WORK AND OVERTIME

- A. The normal work day for Authority employees shall be either five (5) eight (8) hour days or five (5) seven (7) hour days within the period commencing 12:01 a.m. Sunday and terminating midnight Saturday. The specific shifts and hours shall be scheduled as needed by the Authority.
- B. Work schedules shall be posted on bulletin boards at least three (3) days in advance. However, the Authority reserves the right to make changes due to its needs.
- C. Work in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated at the rate of time and one-half (1 1/2) the base rate of pay. However, there shall be no pyramiding or duplication of overtime payments.
- D. For the purpose of computation of overtime, only those hours actually worked and regular holidays shall be counted.
- E. All time shall be properly recorded.
- F. All employees shall be expected to work a reasonable amount of overtime when requested by the Authority.
- G. The Authority reserves the right to schedule or reschedule employees in accordance with its needs.
- H. All meal breaks are taken on the employee's own time, as scheduled by the Employer.
- I. Nothing herein shall guarantee employees any minimum work day or work week.

- J. In order to be compensable, all overtime must be approved by the Supervisor.
- K. All eight (8) hour employees shall be entitled to a one-half (1/2) hour non-paid meal period per shift. The eight (8) hour day in Paragraph A, above, shall be exclusive of the meal period. All seven (7) hour employees shall be entitled to a one (1) hour non-paid meal period per shift. The seven (7) hour day in Paragraph A, above, shall be exclusive of the meal period.
- L. For the purposes of Paragraph C, above, a work day shall be defined as the twenty-four (24) hour period beginning with 12:01 a.m. and ending 12:00 midnight.

ARTICLE 27

DRESS CODE

- A. Employees covered under this Agreement shall wear uniforms if required by the Authority. If so required, the Authority will provide a uniform allowance of \$350/year. In some cases, while working with dangerous chemicals, additional safety equipment may be required. Supervisors shall advise their staff as to required safety equipment.
- B. The Authority shall provide reimbursement for safety shoes for those employees who are required by the Authority to wear them upon presentation of proof of purchase. It is understood that this allowance may be used for more than one (1) pair of shoes, but shall not exceed one-hundred fifty \$(150.00) dollars per year in total (maximum).

ARTICLE 28

MEAL ALLOWANCE

- A. If any employee shall work for three (3) full continuous hours past the normal eight (8) hour shift, or for four (4) full continuous hours past the normal seven (7) hour shift (i.e., for a total of eleven (11) full continuous hours), the Authority shall provide a meal allowance of up to four dollars (\$4.00) for such hours worked.
- B. The Authority may, in its discretion, require employees to provide a validated receipt for said meal.

ARTICLE 29

SHIFT DIFFERENTIAL

- A. An employee working the regular afternoon shift shall receive a straight-time pay differential of five (5%) percent. An employee working the regular midnight shift shall receive a straight-time pay differential of six (6%) percent. All shift supervisors working permanent shifts shall be given premium time for shift differential on an annual basis, computed as follows: The annual differential will be calculated by averaging 5.5% of two-thirds of the base salary with the other one-third of base salary alone.
- B. Shift differential will not be compounded when determining base salaries for yearly adjustments.

ARTICLE 30

CALL-IN PAY

- A. If an employee is required to return to work in addition to his/her 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' work or pay in lieu thereof at straight time.
- C. There shall be no pay for travel time under this Article.

ARTICLE 31

EDUCATION AND TRAINING

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

F. The Authority may attempt to arrange working hours on a flexible basis for those employees who desire to attend approved training courses on their own time.

ARTICLE 32

MILITARY LEAVE

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

ARTICLE 33

INSURANCE BENEFITS

- A. All current insurance benefits shall be maintained at not less than the current levels for the duration of this Agreement.
- B. In addition to the coverages outlined in Paragraph A, above, a medical expense "bank" of \$400.00 per annum will be established for each single employee and \$450.00 per annum for each employee with dependents. This bank may be drawn upon by the employee to meet any bona fide dental or prescription eyeglass expense incurred by the employee or any of his/her legal dependents. Included as permitted expenses are deductibles, prescriptions and other medical goods and services, pursuant to the Authority's current regulations. The maximum deductible for other than eyeglasses and dental expenses shall be \$200.00 per family (i.e., a maximum of \$100 per employee and up to \$100 total for the rest of the family). Payment will be made by the Authority's Accounting Department pursuant to its current regulations upon submission of paid bills.

During the first year of employment, an employee is entitled to a pro-rata share of the medical bank. Any balance in the employee's medical bank at the end of the calendar year shall be carried forward to the next year, up to a maximum of \$1,500.00 total.

No cash benefits will be paid from this bank on termination or cessation of service for any reason.

This plan shall be administered in accordance with the Authority's rules and regulations.

ARTICLE 34

MILEAGE

Employees in this bargaining unit who are required by the Authority or their immediate supervisors to utilize their vehicles on a daily basis on Authority business shall be reimbursed twenty (\$.20) cents per mile for each mile traveled in accordance with existing Authority policy.

ARTICLE 35

PRODUCTIVITY

The Union agrees that it will cooperate with the Ocean County Utilities Authority and its agents in any productivity programs adopted by the Authority concerning members of this bargaining unit. The Union agrees that it supports and will cooperate with all efforts of the Authority to increase and improve productivity among members of this bargaining unit.

ARTICLE 36

WORK PERFORMANCE

All employees covered by this Agreement will be expected to perform all duties assigned by their supervisor. This shall include, but not be limited to, the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through employer work rules, personnel regulations or other regulations. It is also recognized and agreed that employees in this bargaining unit recognize the authority of the Authority to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Authority.

ARTICLE 37

PERFORMANCE EVALUATION

The Employer reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Performance evaluations will be conducted by the appropriate supervisor and the employee will be provided with a copy of his/her performance evaluation.

ARTICLE 38

SALARY INCREASES

- A. Salaries for the calendar year 1990 shall remain at the levels in effect during that calendar year.
- B. Salaries for the calendar year 1991 shall be increased, for all members of the bargaining unit who are employed as of the date hereof, by five percent (5%) over the 1990 rates, retroactively to January 1, 1991, or date of hire, whichever was later.
- C. Salaries for the calendar year 1992 shall be increased by six percent (6%) over the 1991 rates, effective January 1, 1992.
- D. After the general increase is calculated pursuant to Paragraph "C", above, those individuals who were considered "red-circled" by both parties, and who have not been promoted to other positions since they were "red-circled" in 1990, shall have added to their base salaries (effective January 1, 1992) the increase they would have received in 1990 had it been given to them. For example, if a "red-circled" employee would have received \$500.00 in 1990, effective January 1, 1992, the \$500.00 will be added to the base salary after the general increase is calculated, provided the employee has not been promoted to another position.
- E. Employees who were "red-circled" in 1990 and have since been promoted to other positions, shall receive a one-time lump

sum bonus of the equivalent amount of the raise they would have received by virtue of Paragraph "D", above, had they not been promoted.

- F. Notwithstanding Paragraphs "D" and "E", above, no non-supervisory white collar employees whose salary exceeds \$40,000 per annum after receipt of the 1992 six percent increase shall be eligible for either amount under Paragraphs "D" or "E" above.
- G. Effective retroactively to January 1, 1991, a \$1,000.00 "buffer" shall be created between the base annual salaries (excluding overtime, shift differential and other "extra" pay) of the supervisor and the employees they supervise who hold the same license as does the supervisor (i.e., a supervisor with an S-1 license will have an annual base salary of \$1,000.00 greater than the base annual salary of an employee with an S-1 license; he/she will not, necessarily, receive \$1,000.00 more than the base annual salary of an employee with an S-2 or S-3 license).
- H. Any additional position upgrades which are agreed upon by both parties may be made, but the costs of such agreed-upon upgrades shall be deducted from the general six percent (6%) increase effective January 1, 1992).

ARTICLE 38

TERM AND RENEWAL

This Agreement shall be in full force and effect as of the date hereof, and shall remain in effect to and including December 31, 1992. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 1991.

THE OCEAN COUNTY
UTILITIES AUTHORITY

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL -
UNION, LOCAL 14, AFL-CIO



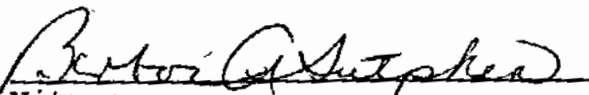
For the Authority



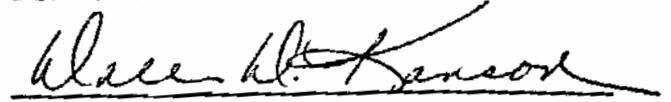
For the Union

For the Authority

For the Union




Witness



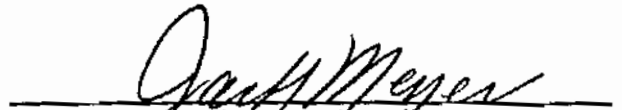
Witness

LETTER OF UNDERSTANDING

It is agreed between O.P.E.I.U. Local 14, AFL-CIO and The Ocean County Utilities Authority that, in consideration of the agreements made in the Collective Bargaining Agreement, the O.P.E.I.U. agrees that it will not seek to represent the SMP personnel so long as they represent the employees of The Ocean County Utilities Authority, unless a majority of the SMP personnel voluntarily seek such representation.



For the Union



For the Authority

Dated:

