

AGREEMENT

BETWEEN

**THE PASSAIC VALLEY SEWERAGE
COMMISSION**

AND

SUPERVISOR GROUP – PVSC

JANUARY 1, 2016 – DECEMBER 31, 2017

Revised: June 1, 2016

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
Preamble	1
1. Bargaining Unit	1
1.1 Union Recognition	1
1.2 "Bargaining Unit" Defined	1
1.3 Recognition of Stewards.....	2
1.4 Choice of Stewards and Committees	2
1.5 Pay of Shop Stewards.....	3
1.6 Union Dues Check-Off.....	3
1.7 Service Fee	3
2. Management.....	4
2.1 Reservation of Management Rights	4
2.2 Discipline and Discharge	4
3. Labor Relations	6
3.1 Governing Law	6
3.2 Mutual Pledge	6
3.3 Labor-Management Committee.....	6
3.4 No Strike.....	6
3.5 PVSC Employee Rules.....	6
3.6 Inspection of Work Premises.....	6
4. Bargaining Unit Member Seniority	8
4.1 Seniority Definition	8
4.2 Computation of Seniority	8
4.3 Employees Outside Bargaining Unit.....	8
4.4 Termination of Seniority.....	8
4.5 Seniority List.....	8
4.6 Probationary Employees	8
4.7 Layoff and Recall Procedures	9
5. Workplace Environment.....	11
5.1 Equal Opportunity / No Discrimination.....	11
5.2 Safety and Health.....	11
5.3 Injuries.....	12
5.4 Reinstatement After Injury	12

5.5	Lost Time for Medical Treatment for Compensation Injury	12
5.6	Tools and Equipment	13
6.	Work Hours	14
6.1	Standard Work Week	14
6.2	Breaks and Wash-Up Time	14
6.3	Lunch Periods	14
7.	Salary	15
7.1	Outline of Wage Rates	15
7.2	Overtime	15
7.3	Holiday Pay	15
7.4	Compensatory Time	16
7.5	Shift Differential	16
7.6	Emergency Call-In	16
7.7	Stand-By Policy	16
7.8	Out of Title Work	17
7.9	Promotion for Six (6) Consecutive Months of Out-of-Title Work ...	17
7.10	Payroll	18
8.	Benefits	19
8.1	Life Insurance and Pension	19
8.2	Holidays	19
8.3	Vacation	20
8.4	Sick Days	21
8.5	Annual Cash In of Unused Sick Time	22
8.6	Sick Days Due at Retirement	22
8.7	Bereavement Leave	23
8.8	Personal Days	23
8.9	Jury Duty	24
8.10	Leaves of Absence	25
8.11	Health and Welfare Benefits	25
8.12	Dental Plan	26
8.13	Optical Plan	27
8.14	Continuation of Optical and Dental Benefits upon Retirement	27
8.15	Prescription Safety Eyewear Allowance	27
8.16	Professional Advancement – Tuition Aid	27
8.17	Training Time Policy and License Renewal Fee Reimbursement	28
9.	Grievance Procedures	30
9.1	Grievance and Appeals	30

10.	Miscellaneous.....	33
10.1	Job Specifications	33
10.2	Job Postings.....	33
10.3	Employer Notification to Chief Shop Steward and Union of New Employee	33
10.4	Bulletin Boards	33
10.5	Donated Leave	33
10.6	Enforceability.....	34
10.7	Effective Date and Modification.....	34

THIS COLLECTIVELY BARGAINED AGREEMENT (the "Agreement" or "CBA") is entered into this 20th day of June, 2016, between the PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC"), a body politic and corporate organized pursuant to N.J.S.A. 58:14-1, et seq., with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105, and the SUPERVISOR GROUP – PVSC (the "Union").

SECTION 1

BARGAINING UNIT

1.1 UNION RECOGNITION. PVSC recognizes the Union as certified on January 18, 2011, by the State of New Jersey Public Employment Relations Commission in Docket No. RO 2011-31 for the purpose of collective negotiations with PVSC as defined by the statutes and Administrative Code in such cases made and provided.

1.2 "BARGAINING UNIT" DEFINED. The provisions of this Agreement shall apply to all PVSC employees in the following job classifications:

Job Title	Salary Range(s)
Supervisor I (Operations and Maintenance)	13
Supervisor II (Operations and Maintenance)	12
Supervisor III (Operations and Maintenance, includes Foreman (Carpenter, Electrical (I&E), Equipment Operator, HVAC, Machinist, Motor Pool, Pipefitter, Welder))	11
Restoration Program Supervisor III	11
Warehouse Manager	11
Supervisor of User Charge and Permit Management (Assistant Manager of Industrial Operations)	10-11
Supervisor of Industrial Monitoring	10-11
Supervisor of Training	10-11
Operations Supervisor IV – Line	10
Supervisor of Connection Program	10-11
Supervisor of Pollution Prevention	10-11
Foreman (Warehouse)	9
Assistant Purchasing Agent	8-10

PVSC and the Union acknowledge that it is PVSC's intent to pay all personnel within the pay ranges identified for each listed job title. PVSC and the Union further acknowledge, however, that certain anomalous situations exist in which an employee currently serving in one of the listed job titles is being paid at a higher range than is prescribed for personnel serving in such positions. In such a case, PVSC shall not reduce the employee's salary. PVSC and the Union acknowledge and agree that any replacement for the job title indicated shall be paid within the ranges prescribed for each job title. PVSC and the Union further agree that, upon an employee's completion of 12

months within the final step of a salary range, PVSC shall give due consideration to moving the employee to the next higher salary range, if any, within that title.

The Union reserves the right to include employees in any job classifications, not stated previously, if these job classifications are consistent with job classifications that should be included in the Bargaining Unit, whether they are now employed or become employed during the term of this Agreement.

1.3 RECOGNITION OF STEWARDS. PVSC will recognize the Chief Shop Steward, Assistant Shop Stewards and committees selected in accordance with Union rules and regulations, as representatives of employees in the respective group or departments for which they are chosen. The Union agrees to limit the number of Stewards as follows: one (1) Chief Shop Steward and six (6) Assistants Shop Stewards. Each Steward or committee member must be an employee of PVSC. Each Assistant Shop Steward is to be assigned to a specific area covering specific work facilities as follows:

<u>REPRESENTATIVE</u>	<u>COVER</u>
A	INSPECTION AND COMPLIANCE BUREAU
B	WET TRAIN MAINTENANCE
C	SLUDGE TRAIN MAINTENANCE
D	WET TRAIN OPERATIONS
E	SLUDGE TRAIN OPERATIONS
F	LINE OPERATIONS
G	PLANT OPERATIONS – SHIFT

The Union will notify PVSC as to the identities of the Chief Shop Steward and Assistant Shop Stewards and the location assigned to each Assistant Shop Steward.

Shop Stewards shall be free to conduct their Union duties within their regularly scheduled working hours and before and after such hours. Shop Stewards shall not leave their workstation without permission from their supervisor, which permission shall not be unreasonably withheld.

1.4 CHOICE OF STEWARDS AND COMMITTEES. PVSC understands that the choice of and removal from the office of Stewards or Committee Members is a function of the Union. The Union will notify PVSC within twenty-four (24) hours of any such changes.

1.5 PAY OF SHOP STEWARDS. When any Shop Steward is attending to recognized on-site duties, the Shop Steward shall not be financially penalized. Similarly, if a member of the negotiating committee is required to attend a negotiation during that person's regularly scheduled working hours, that person shall not be financially penalized.

1.6 UNION DUES CHECK-OFF. In the event that the Union notifies PVSC in writing that it will start charging its members dues for membership, PVSC agrees to deduct and remit Union dues check-off pursuant to N.J.S.A. 52:14-15.9E, upon written authorization of the employee on forms to be supplied by PVSC.

1.7 SERVICE FEE. In the event that the Union notifies PVSC in writing that it will start charging its members dues for membership, PVSC agrees to deduct and remit monthly service fee of 85% of the monthly union dues for all non-union employees that are members of the Bargaining Unit.

SECTION 2

MANAGEMENT

2.1 RESERVATION OF MANAGEMENT RIGHTS.

A. PVSC hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but not by way of limitation, the following rights:

1. The executive management and administrative control of PVSC and its properties and facilities;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees, subject to the terms of this Agreement;
3. To suspend, demote, discharge or take other disciplinary action, subject to the grievance procedure;
4. To establish a code of rules and regulations of PVSC for the operation of PVSC, not inconsistent with the terms of this Agreement;
5. To make all such decisions relating to the performance of PVSC's operation and maintenance activities; and
6. To establish any new job classification, and job content and qualifications, provided the same are not designed to circumvent the terms of this Agreement.

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

C. Nothing contained herein shall be construed to deny or restrict PVSC in its exclusive right to administer PVSC and control the work of its personnel, nor to deny or restrict PVSC in any of its rights, responsibilities and authority under N.J.S.A. 58:14-1 et seq. or any other federal, state, county or local laws or ordinances.

2.2 DISCIPLINE AND DISCHARGE. Discipline and discharge are exclusive management prerogatives, are not a subject matter of this Agreement, and will not in any way be affected by any of the provisions of this Agreement. When an employee receives a Major Suspension or an Indefinite Suspension, Management and Union representatives shall make every effort to conduct a disciplinary hearing within ten (10) days. Furthermore, the findings of the Hearing Officer should be presented to the Commissioners as soon as possible.

If the nature of an alleged breach of discipline results in a regular suspension of three (3) days or less, the imposition of the suspension will not be carried out until the Union has been given forty-eight (48) hours written notice (Saturdays, Sundays and Holidays shall be excluded in determining the forty-eight (48) hour period).

SECTION 3

LABOR RELATIONS

3.1 GOVERNING LAW. The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act (N.J.S.A. 34:13A-1, et seq.) and that they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission.

3.2 MUTUAL PLEDGE. PVSC and the Union pledge themselves:

- A. To abide by all regulations mutually agreed upon.
- B. To give each other fullest cooperation, to the end that harmonious relations may be maintained in the interest of both Employer and Employee(s).
- C. PVSC and the Union agree to cooperate fully with each other in the maintenance of discipline.

3.3 LABOR-MANAGEMENT COMMITTEE. PVSC agrees to form a joint labor-management committee to discuss questions arising out of this Agreement, any other collective bargaining agreement(s) between PVSC and any other collective bargaining unit(s), and/or any other matters of mutual concern in the implementation of same. The committee shall meet at least once every three (3) months and such other occasions as are appropriate. To the extent any other collective bargaining units agree to participate in the labor-management committee, the committee shall include one (1) representative from each collective bargaining unit at PVSC, as well as representatives from PVSC management.

3.4 NO STRIKE. The Union agrees that it will not authorize a strike, sit-down or work stoppage. PVSC agrees that it will not engage in a lockout of the employee(s). The Union further agrees that it will take every reasonable means which is within its powers to induce employee(s) engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work. PVSC and the Union further agree that all questions, disputes or controversies under this Agreement shall be settled and determined solely and exclusively by the conciliation and arbitration procedures provided in this Agreement.

3.5 PVSC EMPLOYEE RULES. Employee(s) are responsible for the observance of PVSC's rules. Any complaint arising from the application of rules instituted by PVSC may be processed through the grievance procedure. PVSC shall not make rules which in any way conflict with or modify the terms of this Agreement. PVSC assumes responsibility for the strict and equal enforcement of the rules without discrimination. A violation of the rules may result in disciplinary action by PVSC.

3.6 INSPECTION OF WORK PREMISES. The Union's Business Manager or a Union designee shall have the right, at all times during working hours, to inspect PVSC's

premises in the performance of their duties. The Executive Director or his or her designee shall be notified prior to any such inspection.

SECTION 4

BARGAINING UNIT MEMBER SENIORITY

4.1 SENIORITY DEFINITION. Seniority as used herein is designated as the right accruing to an employee through length of service which entitles him or her to certain preferences provided for in this Agreement.

4.2 COMPUTATION OF SENIORITY. Seniority shall be based upon total uninterrupted employment in a Bargaining Unit position with PVSC.

In determining seniority, no deductions shall be made for any time lost because of illness, accident, leave of absence or layoff, when such layoff does not exceed one (1) year. Any employee(s) resigning or being discharged for cause shall immediately forfeit all seniority previously accrued.

4.3 EMPLOYEES OUTSIDE BARGAINING UNIT. Employee(s) promoted to classifications outside the Bargaining Unit shall, upon their return to the Bargaining Unit, be given seniority only for the time previously accumulated within the Bargaining Unit.

4.4 TERMINATION OF SENIORITY. An employee shall cease to have seniority if the employee(s):

- A. Voluntarily terminates employment;
- B. Is discharged and is not reinstated; and/or
- C. Does not return to work within five (5) working days when notified by certified mail or facsimile to report back to work.

4.5 SENIORITY LIST. PVSC agrees to submit the seniority list to the Union upon its request for such a list, but not more frequently than twice in any contract year.

4.6 PROBATIONARY EMPLOYEES.

All employees are "at will" employees, as described in PVSC's Personnel Policies and Procedures Manual. In addition:

A. All new Union employees shall have a probationary period of one (1) year after their employment date. The probationary period may be extended by PVSC in its sole discretion.

B. Upon satisfactory completion of the probationary period, the employee will be considered for regular employment by PVSC. No regular appointment may be made without affirmative action by PVSC, pursuant to law.

C. The following job-related factors shall be evaluated at the end of the probationary period for PVSC to consider the employee for regular employment:

Professionalism	Integrity
Communication	Leadership
Teamwork	Strategic Thinking
Organization and Planning	Supervising People
Initiative and Responsibility	Dependability/Reliability

D. Each of the aforementioned elements shall be rated by the employee's supervisor in one of the following categories:

1. Outstanding;
2. Exceeds expectations;
3. Meets expectations;
4. Marginal; or
5. Does not meet expectations.

4.7 LAYOFF AND RECALL PROCEDURES. When it is necessary to layoff employees, the Union shall be notified at once and the conditions outlined below shall be observed:

A. Regular full-time employees within a classification will not be laid off before all emergency or temporary appointments, temporary extras, provisional appointments or employees working within a testing period in the affected classification are laid off or returned to their previous classification. These regular full-time employees will be given maximum notice of any reduction in force.

B. PVSC shall provide a minimum of thirty (30) calendar days' notice of layoff to any regular full-time employee affected.

C. The name of any regular full-time employee laid off shall be placed on a special re-employment list. Persons on this list will be given preferential consideration over any other applicant for openings in any job classification within the Bargaining Unit provided they are trainable to handle the job within a reasonable time. Those employee(s) not exercising this right shall not be barred from recall to the job classification from which they were laid off, in accordance with their seniority. The employee(s) must provide PVSC with any address change while waiting for recall. This preferential list shall remain in effect for a period of six (6) months

D. Regular full-time employees will be recalled to work in the reverse order in which they were laid off. Notice of recall will be made in writing by certified mail to an employee's home address of record.

E. An employee who is recalled must respond within five (5) calendar days of receipt of the recall notice or within ten (10) calendar days from the date the notice was

mailed to his or her address of record or he or she shall be considered to have abandoned his or her recall rights and resigned.

F. An employee recalled to his or her former job classification must report to work within the specified time limits or be considered to have resigned

G. An employee recalled to a job classification with a lower salary rate than his or her previous job may refuse such position and remain eligible for recall.

SECTION 5

WORKPLACE ENVIRONMENT

5.1 EQUAL OPPORTUNITY / NO DISCRIMINATION. It is PVSC's policy and goal, in every instance, to recruit, hire, transfer, assign, promote, and retain the most qualified applicant for a vacant position.

PVSC provides equal employment opportunities to all people without regard to race, color, creed, national origin, ancestry, sex/gender (including pregnancy), affectional or sexual orientation, age, marital status, religion, familial status, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability (including perceived disability and physical, mental, and/or intellectual disabilities), or handicap, with respect to employment, or in any of the terms or conditions of employment. In addition, physical or mental limitations will not be a factor in the application of PVSC employment policies or employment practices, except for those situations in which occupational requirements make consideration of such factors necessary.

Under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Law Against Discrimination (LAD), and their respective amendments, it is illegal to discriminate in any aspect of employment, including: hiring and firing; compensation; assignment or classification of employees; transfer, promotion, layoff, or recall; job advertisements; recruitment; testing; use of company facilities; training and apprenticeship programs; fringe benefits; pay, retirement plans, and disability leave; or other terms and conditions of employment. Discriminatory practices under these laws also include: harassment on the basis of race, creed, religion, color, national origin, ancestry, age, sex/gender (including pregnancy), marital status, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability (including perceived disability, physical, mental, and/or intellectual disabilities), or for liability for service in the Armed Forces of the United States; retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices; employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities; and denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, national origin, or an individual with a disability. Title VII also prohibits discrimination because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

5.2 SAFETY AND HEALTH. Precautions to secure the health and safety of employees shall, as far as practical, be at all times taken by PVSC, including a supply of "First-Aid Cabinets" at convenient locations at the worksite.

PVSC will provide one (1) pair of safety shoes and one (1) pair of prescription safety glasses, as needed, for each Union employee as the Union and PVSC shall agree to for each year of the contract. All Bargaining Unit employees shall wear safety shoes on the job at all times, equivalent in protective quality as those provided by PVSC.

At PVSC's cost and conditioned upon the availability of the vaccine, once each year PVSC will make tetanus and hepatitis B inoculations available to every Union employee, on a voluntary basis, to be administered by PVSC during working hours.

Employee(s) shall observe all rules of PVSC relative to the above. Any accident resulting in loss of time to an employee shall be referred to the Safety and Health Committee for investigation and review.

5.3 INJURIES. Any employee who on any day is unable to complete a full day's work because he or she suffered an accident within the course and scope of his or her employment shall receive full pay for eight (8) hours on that day or for full shift, as applicable, provided the employee's disability is verified.

5.4 REINSTATEMENT AFTER INJURY. Any PVSC employee covered by this Agreement who is incapacitated by any injury arising out of and in the course of his or her employment shall continue to accumulate seniority during his or her absence due to such injury and shall be reinstated, upon recovery, to his or her former position with full seniority rights, and provided that the employee is physically and mentally qualified to do the work, and provided that the employee's job has not been abolished in the meantime or filled by an employee with greater seniority. If, by reason of the circumstances noted above, such employee cannot be reinstated to his or her previous job, the employee will return to such a job as is available and for which the employee is qualified by reason of fitness and ability, giving full consideration to the employee's seniority, and the employee shall be paid at a rate commensurate with his or her qualifications, fitness and ability for the job classification concerned. It is understood that when such an employee returns to work, the regular rules of seniority will prevail for those employees below on the seniority list, unless otherwise mutually agreed by the Union and PVSC. PVSC reserves the right to have any employee examined by PVSC's doctor prior to returning to work.

5.5 LOST TIME FOR MEDICAL TREATMENT FOR COMPENSATION INJURIES. If an employee is disabled by injury incurred in the performance of the employee's duty, or by illness as a direct result of, or arising out of the employee's employment, the employee shall continue to receive his or her usual pay for the first seven (7) work days of disability, and those days are not charged to sick or any other accrued leave, provided that such disability is certified to by a physician designated by PVSC.

An employee who is absent for more than seven (7) work days because of occupational injuries will then be eligible for Worker's Compensation Disability Benefits. Further, at the employee's option, an employee who is receiving Worker's Compensation Disability Benefits may use accrued/earned vacation time, personal time or compensatory time/time due to supplement his or her Disability Benefits up to the point where, when

combined with such benefits, the employee receives 100% of his or her net bi-weekly salary. Such additional pay shall be subject to all federal, state, and other statutory withholdings.

In all cases, the employee must immediately report any injuries incurred during work hours to the employee's supervisor, no matter how minor the injury may be.

The employee may be required to furnish a physician's certificate or other evidence of the original and continued disability as a result of occupational injury.

5.6 TOOLS AND EQUIPMENT. Tools and equipment shall be provided as needed to properly perform the duties of the individual position as set forth by PVSC's Personnel Policies and Procedures Manual. Tools and equipment lost or damaged through negligence will be the responsibility of the employee.

SECTION 6

WORK HOURS

6.1 STANDARD WORK WEEK. The standard work week for PVSC employees is determined by job classification.

The standard work week for shift employees shall consist of forty (40) work hours, including time for meals while performing the duties of the position.

The standard work week for forty (40) hour non-shift employees shall consist of eight (8) work hours per day, not including a scheduled half-hour lunch period each day.

The standard work week for thirty-five (35) hour non-shift employees shall consist of seven (7) hours per day, not including a scheduled one (1) hour lunch period each day:

A shift worker who must stay because relief does not arrive on time shall be given overtime for the period involved.

6.2 BREAKS AND WASH-UP TIME. There shall be two (2) fifteen (15) minute breaks each workday. The time and conditions of the same shall be determined from time to time by the rules of the Commissioners. In addition thereto, there shall be wash-up time for certain employees as defined by their type of duties and as may be determined by the regulations of the Commissioners from time to time.

6.3 LUNCH PERIODS. Lunch periods shall be scheduled between the hours of 11:00 a.m. and 2:00 p.m. Specific assignment of lunch periods shall be made by the Department Head for the efficient operation of the agency.

Employees who are on location in the field are not allowed to return to their base location for the purpose of taking their lunch period. Employees in the field are to have lunch at their worksite or at a location in close proximity thereto.

Personnel engaged in inspection activities shall not leave their assigned areas of jurisdiction during lunch period. Lunch periods must be taken within their assigned areas.

SECTION 7

SALARY

7.1 OUTLINE OF WAGE RATES. Union members shall be entitled to cost of living allowances calculated on base salary as follows: 2016 – 2.00%; 2017 – 2.00%. Eligible employees in good standing shall also receive salary step increases for 2016 and 2017, pursuant to the attached Salary Step Guides attached to this Agreement as Appendix A (2016) and Appendix B (2017). This benefit shall be retroactively applied, with all applicable deductions based on revised salaries.

Beginning on January 1, 2017, the salary step guide for all Union members shall increase from its current level of six (6) steps per salary range to ten (10) steps per salary range, as indicated in Appendix B.

Wage rate adjustments apply to current employees as of the execution date of this Agreement. Employees who were separated from employment with PVSC prior to the date of execution of this Agreement shall not be eligible for wage rate adjustments or retroactive pay. Any retroactive payments made by PVSC pursuant to the attached wage rate schedules shall apply to base salary only.

7.2 OVERTIME. Overtime pay at the rate of time and one-half shall be paid to any non-exempt employees covered by this Agreement for all hours worked in excess of forty (40) hours per week. When an employee works a weekend shift (must be twelve hours) the employee is to be paid at the rate of two and one-half (2½) times for all consecutive overtime hours over twelve (12). Management and supervision will make all attempts to find proper relief in this occurrence.

Employees shall have the option of electing to take overtime pay in compensatory time as opposed to money, so long as doing so will not cause the employee to have accumulated total Compensatory Time in excess of eighty (80) hours. Any employee desiring to receive overtime pay in Compensatory Time instead of money must submit a request for payment of overtime in Compensatory Time to his or her supervisor, by the completion of the work week in which the overtime is earned. In the event the supervisor rejects the request, within five (5) days thereafter, the employee may appeal the supervisor's decision to the Department Head for the department in which the employee works. The Department Head's decision is final. Any request to use Compensatory Time is a separate issue requiring a separate request.

7.3 HOLIDAY PAY. When an employee is required to work on a holiday, the employee shall receive Compensatory Time or compensation, at the employee's option, at the rate of one and one half (1½) hours for all hours worked, and straight time pay for all standard hours worked.

Certain Bargaining Unit members are required to work a shifted schedule to provide coverage for weekends. A Bargaining Unit member who is required to do so shall

be entitled to compensatory time for actual time worked for any holiday identified in N.J.S.A. 11A:6-24.1 that falls on that member's regularly scheduled day off.

7.4 COMPENSATORY TIME. Compensatory time shall only be taken during E & B shift hours and must be taken within sixty (60) days after earned unless extended by management, but cannot be taken in the week in which earned. Compensatory time may be used in increments of one (1) hour or greater, during normal daytime hours only. An employee seeking to use compensatory time must give his or her supervisor five (5) days' notice. If an employee gives proper notice for the use of compensatory time, the employee does not need to state a reason for the request. Compensatory time not allowed shall be paid at the employee's hourly rate for all hours accumulated.

7.5 SHIFT DIFFERENTIAL. Commencing on the date of ratification of this Agreement by both PVSC and the Union, shift differential shall be paid to Operations personnel who work weekday shift hours between 6:00 p.m. and 6:00 a.m., as well as all weekend shift hours worked. Shift differential shall be one dollar and ninety-five cents (\$1.95) per hour in 2016 and two dollars (\$2.00) per hour in 2017. This benefit shall commence on the date of ratification of this Agreement by both PVSC and the Union and shall not be applied retroactively.

7.6 EMERGENCY CALL-IN. An employee deemed non-exempt under the Fair Labor Standards Act who is called back to duty after the end of a regular tour shall be entitled to a minimum payment of four (4) hours or the actual amount of time worked, whichever is greater. This shall not apply in the case of employees required to work overtime in conjunction with a regular tour of duty either beginning or ending that tour of duty. Management reserves the right to require an employee so called back to remain on duty for up to four (4) hours even if the emergency matter requiring the call back has abated prior to the expiration of the initial four-hour period.

Employees who are called in for additional duties or who are scheduled to work on holidays shall have the option of electing pay or compensatory time for compensation on such occasions.

If management exhausts the call-in list without Union personnel responding to the call-in, management reserves the right to complete the job in whatever manner management, in its sole discretion, sees fit.

7.7 STAND-BY POLICY. An employee who is not working but required to be available to return to work upon notification shall be considered to be on stand-by status. An employee on stand-by status is not required to remain on PVSC premises or at a PVSC work site, or to perform any other PVSC duties. The employee shall be required to be available to return to duty, work ready, within one (1) hour of notice. Notice shall be given through a pre-arranged method of communication and the employee on stand-by status is required to leave word where he or she can be reached generally. An employee on stand-by status shall receive additional compensation of \$50 per week.

Stand-by status is limited to the following employees needed for compliance with requirements of PVSC's Plant Effluent Permit, PVSC's Combined Sewer Overflow Permit, and regulatory functions: (1) Line Operations; (2) Laboratory Group; and (3) Inspection and Compliance Bureau.

If an employee on stand-by status is not available when contact is attempted or is not able to report to duty, work ready, within one (1) hour of notice, the employee shall forfeit all stand-by compensation and may be subject to discipline.

An employee who uses a sick day for regularly-scheduled work while on stand-by status shall have his or her stand-by compensation reduced by 1/7 for every sick day used.

An employee who uses up to one (1) vacation day, personal day, or compensatory time day while on stand-by status shall not have his or her stand-by compensation reduced unless the employee will not be available to be called in during the use of such vacation day, personal day, or compensatory time.

An employee who uses two (2), three (3) or (4) days of any type while on stand-by status shall have his or her stand-by compensation reduced by 1/7 for every day used.

An employee who uses more than four (4) days of any type while on stand-by status shall forfeit all stand-by compensation.

7.8 OUT OF TITLE WORK. In the event an employee is temporarily assigned by the Department Head to perform duties not set forth in the employee's job specification, which are duties set forth in a job specification of a higher title and the employee performs those duties during fifty percent (50%) or more of his or her working time over a period of ten (10) consecutive working days, the employee shall be paid at the higher salary rate thereafter while performing the higher job duties.

7.9 PROMOTION FOR SIX (6) CONSECUTIVE MONTHS OF OUT-OF-TITLE WORK. A Union member who has been temporarily assigned by her or his Department Head to perform duties not set forth in her or his job specification, and which duties are set forth in a job specification of a higher title, and the employee performs those duties during fifty percent (50%) or more of her or his working time over a period of six (6) consecutive months without interruption shall be entitled to a promotion to the higher title, provided that the employee meets all minimum requirements, including, but not limited to, education and experiential, for the higher title. This benefit shall not apply where the need for the temporary assignment was caused due to an employee being placed on approved leave from PVSC. The parties expressly acknowledge that this benefit shall not be applied retroactively and the accrual time for this benefit to apply shall only commence upon the ratification of this Agreement by both PVSC and the Union.

7.10 PAYROLL. All employees are to be paid on a bi-weekly basis, their paychecks to be distributed every other Thursday. This payment shall cover the pay

period ending the Saturday before payday. When an employee terminates employment, the employee shall receive a check on the following pay day to complete payment for the last period worked.

SECTION 8

BENEFITS

8.1 LIFE INSURANCE AND PENSION. All employees are required to become members of the New Jersey Public Employees Retirement System (PERS). Subject to change as required per state law, PVSC withholds a percentage of the employee's salary according to a rate set by PERS. PVSC also contributes a percentage of employee's salary as determined by PERS to the Retirement System. The Fund shall be administered in accordance with the Rules and Regulations of PERS as may be from time to time adopted.

Employees who are required to join the pension system receive free life insurance in the amount of one and one-half (1½) times annual salary without medical examination under the group life insurance plan of the retirement system. Any employee 60 years of age or over must take a physical examination in order to qualify under the Group Life Insurance Plan of the retirement system. In addition, any employee under 60 years of age who is required to join the retirement system must also subscribe to the Contributory Life Insurance of the retirement system for an additional one and one-half (1½) times salary during the first year of pension membership. After one year, the employee may choose to drop the additional contributory life insurance, but once it is terminated, it cannot be reinstated. The employee's rate of contribution for this additional life insurance is set by PERS.

Each Union member is individually responsible for applying for pensions directly through the State of New Jersey Department of the Treasury, Division of Pensions and Benefits. More detailed information is available at the Human Resources Department.

8.2 HOLIDAYS. Subject to the staffing needs of PVSC, Union members shall receive the following annual paid holidays:

New Year's Day	Election Day
Martin Luther King's Birthday	Armistice / Veterans' Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	
Labor Day	
Columbus Day	

If a holiday falls during an employee's vacation, a day of vacation shall be granted in lieu of such holiday. However, all vacation days must be approved in advance in accordance with the procedure detailed in the Vacation Schedule portion of this Agreement.

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. Holidays falling within a period of other authorized leave with pay will not be charged against such leave.

8.3 VACATION. In the calendar year that an employee is hired there shall be no vacation earned in the first three months of employment. After that, employees are entitled to one day of vacation for each month of service for the remainder of that calendar year, provided however that vacation days, even if earned, may not be used during the first three months of employment.

All other employees are entitled to a paid vacation in accordance with the following schedule:

<u>Years of Employment</u>	<u>Total Annual Vacation Days</u>
For the first full calendar year and through year 4	10 working days
5 through 11	15 working days
12 through 19	20 working days
20 and over	25 working days

An employee who uses all of his or her vacation days for the year and leaves PVSC service before the end of the year must reimburse PVSC a sum equal to unearned vacation time taken. If an employee leaves PVSC service with a balance of vacation days, he or she will be paid for such time at the applicable daily rate of pay. In the event of an employee's death, the unused vacation leave shall be payable to his or her estate. Under no circumstances may an employee forego vacation leave and receive pay instead.

Vacation days carried over to the following year are limited to one-half of an employee's allowed annual vacation leave unless a greater carry over amount is approved by the Executive Director. Any such request shall be made in writing to the Executive Director through the immediate Supervisor by the date designated each year by PVSC but no later than December 1st of each year.

Vacations shall be scheduled to minimize the need for temporary increases in personnel. Employees shall request vacation dates no later than May 15 for vacation time in that calendar year.

The time of year of the vacation shall be determined by the Department Head with due regard to the wishes of the employee and particular regard for the need for the employee's service. Vacations shall be scheduled in advance by each Supervisor in accordance with the work requirements of the section, giving preference to the requests of employees with greater seniority. Each employee will be notified as far in advance as possible of the vacation period assigned to the employee. Vacation periods shall be subject to approval by the Department Head. Union members shall not be eligible for advance vacation pay.

Vacation time may not be used in less than one (1) hour increments.

8.4 SICK DAYS. Sick days may be used when an employee is unable to attend work because of illness, accident, exposure to a contagious disease, or to provide emergency attendance upon an ill member of his or her immediate family. "Immediate family" means: (a) spouse, civil union partner, domestic partner or significant other; (b) dependent minor child, stepchild, adopted child, foster child or legal ward; and (c) mother or father of the employee or spouse (including civil union or equivalent partner) living as a permanent member of the employee's household. For the calendar year commencing January 1, 2016 and ending December 31, 2016 only, Sick days may also be used for bereavement leave in accordance with Section 5.7 of PVSC's Personnel Policies and Procedures Manual. Sick time will be charged in thirty (30) minute minimum increments.

An employee who does not report for work due to an alleged personal health condition or that of an immediate family member may be required by his or her supervisor to furnish a certification signed by a medical doctor stating that the employee was not able to report for any duty connected with the employee's job on the dates absent. In addition, PVSC may require an employee who is out sick for an extended period of time to submit to examination by a physician designated by PVSC. Whenever such physician shall report in writing that the employee is fit for duty, the employee shall no longer be entitled to use sick days. Such examination shall be paid for by PVSC. Abuse of sick time is grounds for discipline, up to and including immediate termination.

In order for an employee to receive compensation while absent on sick time, an absent employee shall notify his or her immediate supervisor promptly at the beginning of the work day.

If any employee requests sick time to begin immediately prior to the start of a scheduled vacation, the vacation shall be postponed to some other period. If an employee requires sick time while on vacation time, the employee shall notify his or her supervisor as soon as practical to request sick time. Upon presentation of appropriate certification, the Executive Director may approve the charging of sick time in lieu of vacation time.

Holidays and regular days off shall not be counted in computing the use of sick time.

Employees who are on leave or absent with pay continue to earn sick and vacation time. Employees who are on leave or absent without pay do not earn sick or vacation time, with the exception of unpaid absences due to on-the-job injury. If an employee requires none or only a portion of allowable sick time in any calendar year, the amount of such leave not taken shall accumulate to the employee's credit indefinitely and without limit.

New employees shall be credited with one (1) day of sick time for each month of service worked during the employee's first calendar year. New employees may not use

any days of sick time for the first three (3) months of employment. For the calendar year commencing January 1, 2016 and ending December 31, 2016 only, all eligible employees shall be credited with fifteen (15) sick days. Thereafter, and commencing on January 1, 2017, on every January 1st, all eligible employees shall be credited with twelve (12) days of sick time per calendar year.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

When an employee is absent for any part of the day due to sickness as herein defined, the employee shall be charged sick time only for the actual time absent rounded up to a minimum of one-half (1/2) hour.

For shift workers, in order for an employee to receive compensation while absent on sick leave, notification must be made at least one (1) hour before the scheduled tour of duty. Non-shift workers shall notify their immediate supervisor promptly at the beginning of the work day.

8.5. ANNUAL CASH IN OF UNUSED SICK TIME. Union members shall be permitted to request cash in lieu of the current year's sick days at the end of the calendar year in accordance with the following schedule:

A. For 2016

<u>Unused Annual Sick Days</u>	<u>Days Which May Be Cashed In</u>
15	6 for 6 days' pay
14	5 for 3 days' pay
13	4 for 1 day's pay

B. For 2017

<u>Unused Annual Sick Days</u>	<u>Days Which May Be Cashed In</u>
12	6 for 6 days' pay
11	5 for 3 days' pay
10	4 for 1 day's pay

8.6 SICK DAYS DUE AT RETIREMENT. An employee who retires within the meaning PERS from PVSC and has at least fifteen (15) years of uninterrupted service shall receive a lump sum payment as supplemental compensation Sick Time that is credited to the employee on the effective date of retirement. The amount of the supplemental compensation shall be calculated at a rate of one-half of the retiring employee's daily rate based upon the average annual base compensation received

during the employee's final year of employment, exclusive of any overtime or special payments. No such supplemental compensation shall exceed \$15,000.00.

Employees who elect deferred retirement benefits shall not be eligible for any payments for unused sick time. Deferred retirement occurs when an employee terminates employment and vests his pension credits for pension payments at a future time.

An employee who dies while in the employment of PVSC and has fifteen (15) years of uninterrupted service shall be entitled to a lump sum payment as supplemental compensation for accumulated sick days that are credited to the employee as of the date of death. The supplemental compensation payment shall be computed at the rate of one-half of the eligible employee's daily rate based upon the average annual compensation received during the employee's final year of employment, exclusive of any overtime or special payments. No such supplemental compensation shall exceed \$15,000.00.

Accumulated sick time shall be calculated by upon total number of sick days accumulated by the employee during his or her term of employment with PVSC. Upon ratification of this Agreement, "Bank 1" and "Bank 2" Sick Time shall be combined for each Union member and the distinction shall be eliminated.

8.7 BEREAVEMENT LEAVE. Union members shall not be entitled to separate bereavement leave for the calendar year commencing on January 1, 2016 and ending on December 31, 2016. Commencing on January 1, 2017, all Union members shall receive Bereavement Leave as may be necessary and in accordance with PVSC's Personnel Policies and Procedures Manual.

8.8 PERSONAL DAYS. Each regular full-time employee shall be entitled to take three (3) personal days with pay each year. Employees who begin employment with PVSC after January 1 but on or before July 1 shall receive two (2) days of personal time for that calendar year. Employees who begin employment with PVSC after July 1 but on or before September 1 shall receive one and one-half (1½) days of personal time for that calendar year. Employees who begin employment with PVSC after September 1 shall not be granted personal time for that calendar year.

Personal time may not be accumulated; if it is not used within the calendar year in which it is granted, it is forfeited.

Personal time may not be used without advance notice to and, except in the case of an emergency, the approval of the employee's immediate supervisor. Ordinarily, the employee does not need to give a reason for the use of personal time. In the case of an emergency, the employee may be required to provide documentation necessitating the need for use of personal time.

Shift employees must give seven (7) days' prior notice of intent to use personal time. Personal days may not be taken on holidays or weekends. If a shift employee gives

less than seven (7) days' notice for the use of personal time, the shift employee must secure replacement coverage from another employee with no overtime being incurred.

Personal time may be used as follows: (a) the first increment of a single request to use personal time shall be no less than one (1) hour; and (b) after the initial one-hour increment, and within the same request to use personal time, subsequent consecutive minimum increments of thirty (30) minutes may be used. In other words, personal time may be used in the following amounts: one hour, ninety minutes, two hours, etc.

8.9 JURY DUTY. Jury duty is an important civic duty. A PVSC employee who is summoned to act as a juror shall be paid his or her regular salary, less any amount received from the court for such duty, excluding travel and maintenance payment. An employee returning from jury duty must bring a statement from the Court verifying the days the employee served.

An employee who is called to serve on jury duty must give PVSC at least two (2) weeks notice prior to serving. If a jury duty notice is not received by the employee so as to enable the employee to give the two (2) week notice, the employee shall give PVSC evidence that the notice could not be given.

A shift employee summoned to jury duty shall be transferred administratively to the 7:00 a.m. to 3:30 p.m. Monday through Friday shift for the duration of his or her jury term.

When not called upon to act as a juror for any one day or major part thereof, the employee must report for work to the job assigned during jury duty.

8.10 LEAVES OF ABSENCE.

A. Medical Leave

Employees whose medical condition will require them to be out for any length of time should contact their supervisor in keeping with departmental notice procedures. If a medical condition requires an employee to be out more than seven (7) consecutive calendar days, the supervisor must file a "five (5) day report" with Human Resources. An employee whose medical condition will require them to be out for fourteen (14) consecutive calendar days or more must, in addition, contact the Human Resources Department to request a leave of absence. Such leave must be requested notwithstanding the fact that the employee has sick days available for use.

An employee desiring a Medical Leave of absence shall submit a certificate from a duly licensed physician as to the condition, diagnosis and prognosis and a certification that the medical condition will prevent the employee from performing his or her regular functions as an employee. Upon receipt of such certification, the Human Resources Department shall determine the type of leave for which the employee qualifies (FMLA, NJ Family Leave or Extended Family Leave to be requested of the Commissioners), and shall instruct the employee as to what further steps need to be taken to have that leave

approved. PVSC shall have the right to have the employee examined by a physician of PVSC's choosing to verify the employee's medical condition. The results of the examination may be used by PVSC in exercising its judgment as to whether or not the Medical Leave shall be granted.

A Union member who is on leave from work under either the Family and Medical Leave Act of 1993 or the New Jersey Family Leave Act (N.J.S.A. 34:11B-1, et seq.) shall not be required to use any accrued vacation time and/or accrued personal time while out on such leave, but may continue to do so at the employee's option. The parties expressly acknowledge that this benefit shall not be applied retroactively and shall only become available upon the ratification of this MOA by both PVSC and the Union.

All requests for a medical leave which cumulatively extends beyond the applicable time allowed by the federal Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act (NJFLA) must be approved by the Commissioners.

Nothing herein shall be construed to circumvent the Employee's right pursuant to either the Family Leave Act or the Family Medical Leave Act.

B. Personal Leave

Personal Leave is not favored by PVSC and will be granted only under extraordinary circumstances. Personal Leave without pay may be granted by the Commissioners when an employee makes a written request for same and the Commissioners determine that extraordinary personal reasons exist for such leave. The Commissioners may require documentation of the reasons for such request.

Requests for Personal Leave not exceeding thirty (30) consecutive calendar days, addressed to the Commissioners, may be submitted in writing through the employee's immediate Supervisor.

Newly hired probationary employees are not eligible for Personal Leave or Medical Leave until they have satisfactorily completed their probationary term.

An employee who has been granted a Personal Leave or Medical Leave and fails to report back to work upon the expiration of the period of approved leave shall be deemed to have voluntarily terminated his or her service, unless excused by the Commissioners.

An employee on leave who accepts any outside employment without permission of the Commissioners shall be deemed to have voluntarily terminated PVSC employment.

8.11 HEALTH AND WELFARE BENEFITS. Subject to Chapter 78, P.L. 2011, PVSC currently provides health benefits to Union members under the State of New Jersey Health Benefits Plan. During the term of this Agreement, PVSC shall continue to provide health benefits to Union members at a level equal to or better than the New Jersey State Health Benefits Plan. The Union expressly acknowledges and agrees that all benefits

provided under this section are subject to Union member contribution under Chapter 78, P.L. 2011, and/or any other laws, rules, or regulations that may apply.

Any Union personnel who do not wish to receive health benefits through PVSC may elect to waive such benefits by signing a written waiver of coverage prior to the commencement of each calendar year. A waiver of coverage may be revoked and the employee shall again be entitled to receive health benefits through PVSC.

Any Union personnel electing to waive health care coverage during any full calendar year shall be compensated 25% of the amount saved by PVSC because of the employee's waiver of coverage or five thousand dollars (\$5,000), whichever amount is less. Retirees who leave their employment mid-year shall be compensated for waiving health care coverage in the year of their retirement on a prorated basis. Employees who are separated from their employment mid-year by way of resignation or otherwise shall not receive any compensation for waiving health care coverage in the year of their separation.

All details concerning the above plan are as per Benefit Manual(s) provided by the health care provider. PVSC will provide the Union with written notice of any change in health care or prescription coverage or provider thirty (30) days prior to the effective date of the change.

8.12 DENTAL PLAN. Subject to Chapter 78, P.L. 2011, and/or any other laws, rules, or regulations that may apply, PVSC shall provide dental coverage to regular employees at the current level (\$5,000) or better at no additional cost to the employee. Upon the expiration of this Agreement, PVSC reserves the right to negotiate a dental plan that includes employee contribution

8.13 OPTICAL PLAN. Subject to Chapter 78, P.L. 2011, and/or any other laws, rules, or regulations that may apply, PVSC provides an Optical Plan which allows one (1) eye examination and one (1) pair of glasses or contact lenses for each employee and their dependent(s), in a calendar year. New employees shall become eligible on the first day of the month after their date of appointment. The currently allowable reimbursements per year are as follows:

\$45.00 for eye examination and \$200.00 for a pair of eyeglasses.

PVSC will continue to provide optical coverage to regular employees at the current level, or better, at no cost to the employees. Upon the expiration of this Agreement, PVSC reserves the right to negotiate a dental plan that includes employee contribution.

8.14 CONTINUATION OF DENTAL AND OPTICAL BENEFITS UPON RETIREMENT. When an active employee retires from PVSC with twenty (20) or more years of service to the agency, and is qualified to receive a State pension through the New Jersey Public Employees' Retirement System, the optical and dental programs will continue for the retiring employee and his or her spouse for a period of ten (10) years

from the date of retirement. During the period that benefits are continuing for retirees, if the retiree should die, his or her spouse will continue to receive benefits for the remaining years up to ten (10) years. The dental and optical programs will also continue for a retiring employee and his or her spouse, as set forth above, provided that, as of the date of execution of this agreement: (1) the retiring employee was employed by PVSC for a period of five (5) years or more; and (2) he or she was age sixty (60) or older, or (3) he or she had twenty-five (25) years or more of service in the New Jersey Public Employees' Retirement System. It is understood that the provisions contained in this paragraph shall apply only to current employees who meet the criteria as of the date of this agreement; all current employees who do not meet the criteria contained in this paragraph and all future employees shall be required to meet the service parameters stated in the first paragraph of this section.

8.15 PRESCRIPTION SAFETY EYEWEAR ALLOWANCE. PVSC shall reimburse each non-administrative Union member up to two-hundred fifty dollars (\$250) per contract year for the employee's purchase of approved prescription safety eyewear. The parties expressly acknowledge that this benefit shall not be applied retroactively and shall only become available as of June 16, 2016.

8.16 PROFESSIONAL ADVANCEMENT – TUITION AID. PVSC may provide reimbursement for regular, full-time Union employees who attend approved courses of study on their own time at institutions approved by the Commissioners. The purpose of such reimbursement is to enable employees to increase their knowledge and skills in order to contribute more effectively to PVSC programs.

To be eligible for tuition reimbursement, the employee must receive prior written approval from the Commissioners. All requests for tuition reimbursements shall be reviewed by the Executive Director for final determination. Reimbursement shall not exceed \$2,975 per employee per year.

The following fees and service costs are allowable:

Tuition and matriculation fees.

Library and laboratory fees.

Purchase and rental of books, materials, and supplies.

Other services of facilities directly related to the training.

Membership fees to the extent that fees are required for the training.

Employees seeking reimbursement must complete all course work with a passing grade of "C" or above (or a grade of "Pass" where no letter or equivalent grades are available). Proof of course completion with a passing grade (i.e., "C" or above or "Pass" where no letter or equivalent grades are available) and written vouchers for allowable fees and service costs must be submitted for reimbursement.

PVSC will permit Union employees to receive reimbursement for the employee's payment of tuition costs for a course required by PVSC in advance of the completion of

that course, so long as the employee signs a loan agreement for the repayment of those costs as described above. In instances in which PVSC provides a tuition payment in advance of the employee actually taking the course, such advance tuition payment will be made directly to the course provider.

Employees shall sign a tuition aid reimbursement agreement, which provides that any reimbursement must be repaid if the employee voluntarily separates from PVSC employment or is terminated with cause within two (2) years after completion of a course for which tuition reimbursement was paid.

8.17 TRAINING TIME POLICY AND LICENSE RENEWAL FEE REIMBURSEMENT. PVSC will provide a training time policy and license renewal fee reimbursement as follows:

A. For C1, C2, S1, and S2 wastewater licensing, PVSC will provide a minimum of six (6) on-site training contact hours (TCHs). In addition, PVSC will allow one (1) paid training day per year for the purpose of attending off-site TCH courses, with approval by the Executive Director.

B. For C3, C4, S3, and S4 wastewater licensing, PVSC will provide a minimum of twelve (12) on-site TCHs. In addition, PVSC will allow up to two (2) paid training days per year for the purpose of attending off-site TCH courses, with approval by the Executive Director.

C. Requests for additional paid TCH training days may be approved by the Executive Director upon request from the Department Director. PVSC will credit eligible employees with a paid training day only after receipt of a completed TCH course certificate from the employee.

D. A Union employee wishing to be reimbursed for TCH course tuition or materials must be affiliated with the New Jersey Water and Environment Association (NJWEA). PVSC will reimburse eligible employees for the amount charged by NJWEA for its TCH courses.

E. An employee who has received reimbursement for TCH course tuition and/or materials, and who subsequently has let his/her licensing lapse, shall reimburse PVSC for all amounts reimbursed by PVSC for TCH course tuition and/or materials.

F. PVSC will reimburse employees for C and S wastewater licensing renewal fees retroactively within timeframe of this CBA at the specified annual renewal rate upon submittal of a paid receipt or other confirmed renewal documentation (e.g., the 2012 renewal fee for C and S wastewater licenses is fifty dollars (\$50.00) per year).

G. The parties expressly acknowledge that this benefit shall not be applied retroactively and shall only become available upon the ratification of this agreement by both PVSC and the Union.

SECTION 9

GRIEVANCE PROCEDURES

9.1 GRIEVANCE AND APPEALS. Should differences arise between PVSC and the Union or any of the employees covered by this Agreement as to the meaning and application of the provisions of this Agreement, or should a dispute or problem of any kind arise in or around PVSC's premises, there shall be no suspension of work on account of such difference or problem. Instead, the following procedures shall apply:

- A. Grievances of Working Conditions and Regular or Extended Suspensions or Terminations for Cause.

Any grievance relating to the position, wages or working conditions of an employee, including a Regular Suspension, shall be handled in the following manner:

1. Within five (5) business days ("business day" being defined as a day upon which PVSC's Administration Building is open for public business) of the action or knowledge of the condition seeking to be grieved, the employee may discuss the grievance with his or her immediate supervisor. If the employee is not satisfied with the result of the discussion, the employee may, within five (5) business days thereafter, file a written notice of grievance with the Department Head. If for any reason the employee does not wish to discuss the grievance with the Supervisor, he or she may begin the procedure with written notice to the Department Head. The Department Head shall make a determination on the grievance within five (5) business days of the date it is received and shall advise the employee of the decision in writing.
2. The employee may appeal the decision of the Department Head to the Executive Director. The appeal shall be in writing and shall be filed within five (5) business days of the action or decision of the Department Head. If the Executive Director determines that a fact-finding hearing is not necessary, he shall decide the matter within fifteen (15) business days. If the Executive Director determines that a fact-finding hearing is necessary, he shall schedule same within thirty (30) days of receipt of the appeal. He may either conduct the hearing or assign it to a Hearing Officer and shall render his decision within fifteen (15) business days of the completion of the hearing. In the event the Executive Director fails to take any action on said appeal within fifteen (15) business days of receipt, the appeal shall be deemed denied and all administrative remedies deemed complete.
3. To grieve an Extended Suspension or Termination for Cause, the procedure is the same as outlined above except that the discussion shall be with the Department Head and the written notice of grievance shall be filed with the Executive Director.

B. Appeals of Major and Indefinite Suspensions/Termination for Cause - Right to Hearing.

1. In any case where a regular full-time employee is issued a disciplinary action involving a Major or indefinite Suspension or Termination for cause, he or she shall be given written notification of the right to a hearing on the charges and to have the matter decided by the Commissioners. The notification shall set forth in writing the facts upon which the disciplinary action is based. If the employee desires a hearing, he or she must request the same in writing. The Executive Director shall appoint a Hearing Officer to conduct the hearing, who shall make specific findings of fact and recommendations to the Commissioners for consideration and final determination. If the employee does not request a hearing within five (5) business days of notification of a Major or Indefinite Suspension, the Executive Director may take such action as is appropriate without further notice to the employee. PVSC shall make every reasonable effort to conduct a disciplinary hearing within ten (10) business days of the request for a hearing.
2. The employee may represent himself/herself, or may be represented at the hearing by the Union if a member of the Bargaining Unit, or by private counsel. The employee may call such witnesses as he or she deems necessary for a full and fair hearing and may request such witnesses as are employees of PVSC to be made available for the hearing.
3. For good cause the Executive Director with consent of the Union may waive any of the time periods contained in this section.

C. Arbitration.

If any grievance is not settled by any of the previous steps, either PVSC or the Union may, within ten (10) business days after the final determination set forth above, give written notice to the other party of its desire to arbitrate the matter and it shall be referred to binding arbitration. PVSC and the Union shall endeavor to select a party mutually satisfactory to them to act as the arbitrator. If PVSC and the Union cannot agree on an arbitrator, within five (5) business days after receipt of notice for arbitration, either party may request the American Arbitration Association to submit a list of 6 Arbitrators from which an Arbitrator may be selected, in accordance with the practice of that organization.

In making findings and reaching conclusions, the Arbitrator shall be confined to the particular case presented and shall have no authority to add to, or subtract from, or in any way modify the terms of the Agreement.

The expense of the Arbitrator and other agreed upon expenses shall be shared equally by PVSC and the Union. An employee may opt to waive his or her right to Arbitration and explore other options available under the law.

SECTION 10

MISCELLANEOUS

10.1 JOB SPECIFICATIONS. In order to establish the duties of employees in the various positions, each position shall be classified by title for which there will be an applicable salary. All PVSC position titles shall carry appropriate specifications.

Specifications for each job title shall contain statements of duties, responsibilities, and supervisory relationships of the position and shall provide information necessary for proper classification. Nothing in this section shall prohibit the assignment of the same or similar duties to various positions.

Specifications may be revised when deemed necessary or desirable. It is the responsibility of the Department Heads to notify the Director of Human Resources when job assignments are revised and to describe the nature of the changes. The Director of Human Resources shall review job specifications and from time to time recommend changes to the Executive Director.

10.2 JOB POSTINGS. Bargaining Unit jobs above entry level will be posted internally in designated locations for at least one (1) week before being advertised externally. Preference will be given to qualified candidates from within PVSC for job openings.

10.3 EMPLOYER NOTIFICATION TO CHIEF SHOP STEWARD AND UNION OF NEW EMPLOYEE. At the inception of the employment of a new employee, PVSC agrees within forty-eight (48) hours to submit to the Chief Shop Steward the starting rates, job classification, schedule of increases, date of eligibility for Union membership and schedule of employment benefits of the new employee. In the event that the new employee, because of language difficulty, is unable to determine this information from the Chief Shop Steward, PVSC hereby agrees to permit the Chief Shop Steward to call upon a Union member to assist for the purpose of interpreting the Chief Shop Steward's explanation of the above-recited employee(s) benefits. Upon the hiring by PVSC of any new or former employees, it is not mandatory upon PVSC that such employees become members of the Union upon eligibility.

10.4 BULLETIN BOARDS. PVSC will, at its own cost and expense, provide an adequate number of bulletin boards in appropriate and accessible places within the worksite on which the Union may post notices of its meetings and of other Union affairs of interest to its members. It is understood and agreed that copies of all notices to be placed on the bulletin board shall be submitted to the Executive Director.

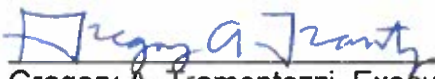
10.5 DONATED LEAVE. It is understood that PVSC has instituted a "Donated Leave" policy on a trial basis, the terms of which shall be entirely at PVSC's discretion, and such policy may be discontinued or changed at any time, solely at PVSC's option.

10.6 ENFORCEABILITY. Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

10.7 EFFECTIVE DATE AND MODIFICATION. This Agreement shall take effect as of January 1, 2016 and shall be in force for two (2) calendar years, ending December 31, 2017. When signed by PVSC and the Union or by their duly authorized representatives, it shall remain in force and effect until midnight December 31, 2017 and thereafter from year to year unless either party desires to change, modify or abrogate same, in which event they shall notify the other party in writing one hundred twenty (120) days prior to the actual changes desired. Negotiations shall thereafter proceed pursuant to the appropriate New Jersey Statutes and Regulations adopted by the Public Employment Relations Commission pursuant thereto.

FOR PVSC:


Thomas Tucci, Chairman
PASSAIC VALLEY SEWERAGE
COMMISSION


Gregory A. Tramontozzi, Executive Director
PASSAIC VALLEY SEWERAGE
COMMISSION

FOR THE UNION:


Member, Negotiation Team


Member, Negotiation Team

Member, Negotiation Team

ATTEST:


Joseph Kelly, Clerk

Member, Negotiation Team

Member, Negotiation Team

SUPERVISOR GROUP WAGE RATE SCHEDULE A (Six Step) - YEAR 2016

6 Step

RANGE	Increment - Each Range	6 Step					
		1ST	2ND	3RD	4TH	5TH	6TH
9	\$ 3,530	\$ 70,799	\$ 74,329	\$ 77,860	\$ 81,390	\$ 84,920	\$ 88,450
10	\$ 3,904	\$ 78,103	\$ 82,007	\$ 85,910	\$ 89,811	\$ 93,715	\$ 97,617
11	\$ 4,175	\$ 83,638	\$ 87,813	\$ 91,987	\$ 96,163	\$ 100,337	\$ 104,511
12	\$ 4,607	\$ 92,166	\$ 96,774	\$ 101,380	\$ 105,986	\$ 110,594	\$ 115,199
13	\$ 4,997	\$ 99,990	\$ 104,987	\$ 109,984	\$ 114,981	\$ 119,978	\$ 124,973

SUPERVISOR GROUP WAGE RATE SCHEDULE B (Six Step) - YEAR 2017

6 Step

Increment -

RANGE	Each Range	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>
9	\$ 3,601	\$ 72,215	\$ 75,816	\$ 79,417	\$ 83,018	\$ 86,619	\$ 90,219
10	\$ 3,982	\$ 79,666	\$ 83,647	\$ 87,628	\$ 91,607	\$ 95,589	\$ 99,569
11	\$ 4,258	\$ 85,311	\$ 89,569	\$ 93,826	\$ 98,086	\$ 102,344	\$ 106,601
12	\$ 4,699	\$ 94,010	\$ 98,709	\$ 103,407	\$ 108,106	\$ 112,805	\$ 117,503
13	\$ 5,097	\$ 101,989	\$ 107,086	\$ 112,183	\$ 117,280	\$ 122,377	\$ 127,473

SUPERVISOR GROUP WAGE RATE SCHEDULE B (Ten Step) - YEAR 2017

10 Step

Increment -

RANGE	Each Range	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9TH	10TH
9	\$ 2,000	\$ 72,215	\$ 74,216	\$ 76,216	\$ 78,217	\$ 80,217	\$ 82,217	\$ 84,218	\$ 86,218	\$ 88,219	\$ 90,219
10	\$ 2,212	\$ 79,666	\$ 81,877	\$ 84,089	\$ 86,300	\$ 88,512	\$ 90,723	\$ 92,935	\$ 95,146	\$ 97,358	\$ 99,569
11	\$ 2,366	\$ 85,311	\$ 87,676	\$ 90,042	\$ 92,408	\$ 94,773	\$ 97,139	\$ 99,505	\$ 101,870	\$ 104,236	\$ 106,601
12	\$ 2,610	\$ 94,010	\$ 96,620	\$ 99,230	\$ 101,841	\$ 104,451	\$ 107,061	\$ 109,672	\$ 112,282	\$ 114,892	\$ 117,503
13	\$ 2,832	\$ 101,989	\$ 104,821	\$ 107,652	\$ 110,484	\$ 113,315	\$ 116,147	\$ 118,978	\$ 121,810	\$ 124,641	\$ 127,473