

Contract no. 1224

A G R E E M E N T

BETWEEN

BERGEN COUNTY UTILITIES AUTHORITY
WATER POLLUTION CONTROL DIVISION

AND

UTILITY WORKERS UNION OF AMERICA

AFL-CIO LOCAL 534

JANUARY 1, 1989 TO DECEMBER 31, 1991



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WATER POLLUTION CONTROL DIVISION

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DEFINITIONS

For the purposes of this agreement the following definitions are agreed upon:

Calendar Year

A period of time beginning on January 1 and ending on December 31.

Year

A period of time consisting of twelve full calendar months.

Anniversary Date

The annual reoccurrence of the date of hire or date in title.

Permanent Employee

An employee, serving in a title, who enjoys the benefit of permanent Civil Service status. An employee may be permanent in one title and serve provisionally in another.

Provisional Employee

An employee, serving in a title, who does not enjoy the benefit of permanent Civil Service status. An employee may hold permanence in one title and serve provisionally in another.

Temporary work Assignment

An out of title work assignment in excess of ten working days.

Probationary Employees

An employee serving in a working test period in a permanent or provisional title.

Sick Leave

Paid absence due to inability to work because of illness or injury of the employee or a member of the immediate family who is seriously ill and requires the attendance of the employee, and as further defined in New Jersey Statutes.

ARTICLE I

THIS AGREEMENT made on the _____ day of _____, 1991 by and between the Bergen County Utilities Authority with its principal place of business at the Foot of Mehrhof Road, Little Ferry, New Jersey, hereinafter called the "Authority", and Utility Workers of America, affiliated with the AFL-CIO hereinafter called the "Union", with its principal place of business at 815-16th Street, N.W., Washington, DC 20006.

WHEREAS, both parties to this agreement are desirous of reaching an amicable understanding with respect to the employer/employee relationship existing between them, and wish to enter into a complete agreement concerning all terms and conditions of employment.

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises and covenants hereinafter set forth, the parties agree as follows:

1.1 TERM OF AGREEMENT

1. The term of the agreement shall be from January 1, 1989 to December 31, 1991 and it shall take effect upon execution by both parties.

2. In the absence of written notice given at least sixty days prior to the expiration date by either party to the other of its intention to terminate, this agreement shall automatically be renewed for a period of another year and from year to year

thereafter until such time as sixty days notice is given of the annual expiration date.

For those jobs and classifications not agreed upon at the execution of the agreement, the parties agree to discuss and negotiate the salary and job content for those categories. If no agreement is reached the parties shall submit the issue to arbitration under the terms of this agreement. During the time that the issue is presented to arbitration, the authority shall have the right to fill the job at the rate of pay established by the Authority. Any adjustments shall be made only in accordance with the arbitrator's decision.

This agreement shall supercede any rules, regulations or practices of the Authority which shall be contrary to or inconsistent with its terms.

This agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in written and signed amendment.

1.2 NEGOTIATION PRACTICES

1. Collective negotiations for all employees of the Authority represented by Local 534 with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agents of each of the parties. Not more than five representatives of each party, plus counsel and two experts, shall participate in collective negotiating meetings, except by consent of both parties.

2. Collective negotiations for the contract period beginning January 1, 1992 shall commence on or about September 1, 1991. If the parties have not reached an agreement by December 1, 1991 the parties shall jointly petition the Public Employment Relations Commission to appoint a fact finder.

1.3

MEETINGS

1. Negotiating sessions shall begin at times which will permit at least five consecutive hours of negotiation during the regular work day. The Union representatives (not exceeding the number shown in section 1) on duty during the periods agreed upon for negotiations shall be permitted to attend negotiating sessions without loss of pay. No other payment will be made to union representatives for the negotiating sessions.

APPLICABLE LAW

1.4

The parties recognize and affirm that their relationship is governed by the New Jersey Employment Relations Act, Chapter 303 of the laws of 1968 (NJSA 34:13A-1 et. seq.) and that they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission and the New Jersey Department of Personnel (Civil Service) as they exist on the date of this agreement and all applicable state and federal law. However, either party to the extent permitted by law may appeal an adverse decision to a court of competent jurisdiction.

ARTICLE II

MANAGEMENT RIGHTS

2.1

Nothing in this agreement shall interfere with the right of the Authority in accordance with applicable law, rules and regulations to:

(a) Carry out the statutory mandate and goals assigned to a utilities authority utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(b) Manage employees of the Authority, to hire, promote, transfer, assign or retain employees in positions with the Authority and in that regard establish work rules.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable cause, or to lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

2.2

RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the union before they are established.

2.3

DISCHARGE AND DISCIPLINE

1. A permanent or provisional employee who has completed the probationary period and who is covered by this

agreement may be discharged, suspended or otherwise disciplined for just cause. Just cause shall include but not be limited to:

- a. Neglect of duty or unsatisfactory work.
- b. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- c. Incompetency, inefficiency, or incapacity due to mental or physical disability.
- d. Insubordination or serious breach of discipline.
- e. Consumption of controlled dangerous substances or alcoholic beverages, being under the influence of controlled dangerous substances in violation of Title 24 of the New Jersey Statutes annotated or being intoxicated while on duty.
- f. Violation of Authority rules and regulations, including tardiness.
- g. Conviction for the committing of a criminal act.
- h. Engaging in an illegal work stoppage.
- i. Conduct unbecoming a public employee.

2. Any discharge, suspension or other discipline which results in loss of pay shall be subject to grievance and arbitration as set forth in Article VII, subject to all applicable state and federal laws.

3. Disciplinary warnings shall be issued in writing to the employee and a copy will be given to the Union. Warnings will be

discarded two years after they are issued. At the request of any employee he/she will be permitted to review his/her personnel file in the presence of the Union representative.

ARTICLE III

3.1 UNION RECOGNITION

1. The Authority recognizes the Union as the sole and exclusive bargaining agent of the bargaining unit for hours, wages and terms and conditions of employment. The Authority further recognizes and agrees to enforce the Agency Shop provisions of New Jersey state law as they apply to the employees in the bargaining unit. The bargaining unit shall consist of all qualified blue collar, technical and clerical employees.

For purposes of this agreement, the covered departments are: water pollution control, finance, resource recovery, personnel administration, security, engineering, purchasing, industrial pre-treatment and data processing. Additional departments that may be subsequently created are covered by this agreement. Represented employees are those who have completed the probationary period, hereinafter defined, and who have the job titles listed in Article V.

It is agreed that all other employees of the Authority, including managerial executives, professional employees, police and supervisors are excluded from the bargaining unit.

The Authority will notify the Union once every month of the name, address, employment date, classifications rate of pay, telephone number and social security number of any new employees

with the bargaining unit, and will supply to the Union a quarterly seniority list which will contain at least the above information. The Authority will also notify Union of terminations. Additional information will be made available on request.

3.2

DUES CHECKOFF

1. The Authority agrees to deduct from the pay of each employee in the bargaining unit a sum to be certified from time to time in writing by the treasurer of the Union to be uniform Union dues; such deductions will be made only upon receipt by the Authority of a card authorizing said payroll deductions which is signed by the employee. (The Authority will commence to deduct the Union dues in the first pay period following ninety days employment.) The Authority agrees to deduct the Union initiation fees upon written request from the local Union president or treasurer.

2. The card shall be in a form agreed to by the Authority and the Union. The authorization to deduct Union dues shall remain in effect during the life of this agreement.

3. The card shall be filed with the finance/payroll department of the Authority.

4. The deductions shall be made each pay period and said deductions shall be mailed within five working days of the end of the current calendar month to the treasurer of the Union together with a list of the names of the employees from whose pay such deductions have been made.

5. The Authority's remittance will be deemed correct if the Union does not give written notice to the Authority within fifty-six (56) calendar days after receipt of the same of its belief that the remittance is believed to be incorrect. The Union assumes full responsibility for the remittance upon receipt of the same.

6. The Authority shall have no responsibility for collections of fees or dues which are not in accordance with the agreement.

7. The Union agrees to indemnify and hold the Authority harmless from any claim or actions commenced by an employee against the Authority which arise out of the aforesaid deductions.

3.3 CONDUCT OF UNION BUSINESS ON AUTHORITY PREMISES

3.3A VISITATION

1. A representative of the national or international union shall be permitted to visit the Union stewards or the local Union president to discuss Union business at reasonable times provided such visits do not interfere with or disrupt Authority business. The international or national Union representative shall, prior to visiting the Authority premises, advise the chief of personnel of his intention to visit the facility. In the absence of the chief of personnel the union shall notify the executive director.

2. The national and international Union representatives may meet with the above-named Union officials in the Authority conference room if it is available, otherwise, the employees' cafeteria will be used.

3.3B

BULLETIN BOARDS

1. The Authority shall supply four enclosed bulletin boards of suitable size for exclusive use by the Union at places which are convenient for all employees in the bargaining unit. Said bulletin boards shall be used only for notice pertaining to Union business and shall not contain any partisan political material or material degrading the Authority or its employees. It shall be the duty of the local Union president to supervise the contents of the bulletin boards.

2. All material to be posted on the bulletin boards shall be submitted for approval to the chief of personnel, which approval shall not be unreasonably withheld.

3.3C

STEWARDS

The Union shall designate a chief steward and such stewards as it deems necessary. The Union shall notify the Authority of the names of the stewards and their areas of responsibility.

3.3D

SAFETY MEETINGS

The Authority and the Union will meet monthly to discuss safety issues.

3.3E

DIVISION OF WORK

Supervisors and all other non-bargaining unit employees shall perform work as required of them to instruct, assist, or aid employees. Supervisors shall not be used to perform emergency work, which is customarily performed by employees covered by this agreement unless special circumstances require otherwise.

3.4

LABOR MANAGEMENT

Upon reasonable request of the Union or Management, meetings to discuss problems between Management and the Union shall be scheduled.

3.5

UNION CONVENTIONS

Union representatives or members of the Union may request an unpaid leave of absence to attend to legitimate Union business and Union sponsored conferences and/or conventions. For the purposes of this section it is understood that there are two regional conferences called each year by the national Union. The purpose of this section is to provide Union members, who are duly authorized delegates, the opportunity to appear at and participate in those conferences.. No more than four members of the Union will be given this unpaid leave of absence at any one time to appear at these conferences. It is understood that the Authority will not be responsible for any cost involved with the member's participation at these conferences.

ARTICLE IV

4.1

TERMS AND CONDITIONS OF EMPLOYMENT

4.1A

NON-DISCRIMINATION

There shall be no discrimination against any employee because of race, creed, sex, age or national origin.

4.2

LEAVES

4.2A

VACATION

1. Employees earn vacation leave in the following manner:

a. New employees shall receive one working day for the initial month of employment if they begin work on the 1st through 8th day of the calendar month and 1/2 working day if they begin on the 9th through 23rd day of the month.

b. One working day of vacation for the second through the eleventh calendar month during the first calendar year of employment.

c. Four working days of vacation for the twelfth complete calendar month of service during the first calendar year of service.

d. Fifteen working days vacation in each succeeding calendar year prior to the completion of five years (sixty months) continuous service.

e. Twenty working days vacation in each calendar year of service starting with the beginning of the calendar year in which five years (sixty months) service are completed.

f. During the first calendar year of service, complete vacation allowance for the calendar year is available for use after six months of service.

g. In the second and succeeding calendar years of service, vacation allowances are available for use at the beginning of the calendar year.

2. Though calendar year vacation allowances are available as above described, complete vacation allowances have not been earned until the end of the calendar year. Employees are liable for vacation days used but not earned.

3. Vacation earning rates are:
 - a. As described above in the first calendar year of employment.
 - b. Fifteen days per year - one and one-quarter working days per full calendar month of employment.
 - c. Twenty per year - one and two-thirds working days per full calendar month of employment.

4. Vacation leave is taken during the calendar year in which it is earned except as follows:

Earned vacation leave for one calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking his earned vacation leave.

5. The Authority shall have the right to fix a vacation schedule and the date on which an employee is to be granted vacation. Subject to the needs of the Authority, the Authority will endeavor to arrange said schedule in accordance with the convenience of the employee. Splitting of vacation time will be allowed subject to the needs of the Authority. Seniority will be considered in arranging the vacation schedule.

6. Should an authorized holiday be observed on a working day within an employee's vacation period, the employee shall be entitled to an additional day's vacation.

7. Terminated employees shall be paid for the vacation due him or her to a maximum of two years of unused vacation allowance, or to his or her estate in the event of the death of an employee.

8. Employees will be notified of the number of their vacation days, which may be reported on in hourly totals.

Note that the definitions are:

Calendar Year Year	January 1 through December. 31. Period of twelve months.
Calendar Month	First through last day of January, February, etc.
Working Day	One day equal to the number of hours regularly worked by an employee. All employees do not work an eight-hour day.
Month	First through last day of each month.

SICK LEAVE

4.2B

1. All full time employees covered by this Agreement who are unable to work because of the following reasons, shall be granted sick leave as provided herein.

- a. Personal illness or non-job related injury
- b. Exposure to contagious disease
- c. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family: spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the employee's household.

2. Any employee on sick leave shall submit medical evidence or other relevant documentation substantiating the absence if such is required by the Authority. The Authority reserves the right to withhold pay in a subsequent pay period for such absence if proof is insufficient. On return to work the employee in such cases will be given up to three (3) days to produce the appropriate document. This requirement shall not be abused.

3. Abuse of sick leave provisions is cause for discipline. Where possible, supervisors or unit managers are required to forewarn an employee where an abuse is suspected. The employee may request an interview with the supervisor or unit head and may have a Union representative present. All disciplinary actions resulting from alleged abuse of sick time are grievable under the grievance procedure. The duration of an absence or the number of paid or unpaid sick days claimed is not a measure of abuse. Patterns of absence and the number of occurrences may be suggestive of abuse.

As specified in New Jersey Civil Service regulations, employees are subject to disciplinary action for chronic absenteeism or inability to perform the duties of the job specification though no abuse of sick leave is demonstrated. Such actions are subject to the grievance procedure or to Civil Service appeal where indicated.

4. Employees are entitled to annual paid sick leave as follows:

a. In the first calendar month of employment, one sick day if employment begins by the eighth day of the calendar month; and one-half sick day if employment begins between the 9th and 23rd day of the calendar month.

b. In the first year of service, one sick day for calendar month of employment following the first calendar month of service.

c. In each succeeding calendar year of service, fifteen sick days.

Unused sick days shall accumulate from year to year without limit. Sick days do not accrue during a leave of absence without pay or during the period of an employee's suspension. Employees who exhaust all paid sick days in any one year shall not be credited with additional sick days until the beginning of the next calendar year. Accrued sick leave is available for employee use at the beginning of the calendar year, however employees are responsible for leave used but not earned on the basis of one and one quarter days per month, except in the first calendar year of employment as set forth in 4a above.

5. In the case of a prolonged illness of an employee beyond his/her accumulated sick leave, the Authority, at its discretion, may continue its payment to the New Jersey State Health Benefits medical insurance to a maximum of one year from the date sick leave was exhausted. The Union may request that the payments be continued. The parties agree to abide by Article 26.7 of the

New Jersey Health Benefits Manual which relates to payment during sickness or injury.

6. After prolonged illness beyond 10 days, statements from the employee's doctor may be required, indicating the employees ability to safely return to his/her position. The employee may be required to undergo a physical examination by an Authority appointed physician.

7. In the event of the death or retirement of an employee, the Authority will pay to the retiree and/or heirs of law of deceased employees a lump sum payment for all unused accumulated sick days. The Authority will pay to the retiree and/or heirs of law of the deceased employee, a lump sum payment for each unused accumulated sick day.

4.2C

HOLIDAYS

1. The holidays set forth below will be observed by the Authority. Each full time employee covered by this agreement shall receive his or her regular day's pay, eight hours at straight time, without working on the following days:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas

2. Upon completion of three months service each employee will be entitled to an additional holiday, designated as a personal day to be taken within the calendar year. The employee must

request the day from his or her supervisor at least 48 hours in advance. Approval will not be unreasonably withheld.

3. Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday respectively as mutually agreed by the parties or as established by the State or Federal Government.

4. An employee required to work on a holiday shall be paid at the rate of time and one half regular pay plus the regular rate of pay.

5. Holiday hours shall be considered as time worked for the purpose of calculating overtime pay. If the holiday falls on an employee's normal day off, he or she shall be given another day off at the convenience of the Authority or paid at the rate of one and one half times his or her normal hourly rate as may be chosen by the employee and approved by the Authority. The Authority will not unreasonably withhold approval.

6. It is expressly agreed that the Authority may require an employee to work on a holiday.

7. It is agreed that the department head may require that an employee, who does not work on his or her regular work day preceding or following a recognized holiday, produce substantive evidence of the illness, including a doctor's certificate. If the employee does not produce such evidence, the Authority has the right not to pay the employee for the holiday or to take other appropriate disciplinary action.

4.2D

LEAVE FOR JURY DUTY

An employee summoned for jury duty will be granted a leave of absence with pay for a period not to exceed eight hours per day. The employee shall receive his or her regular rate of pay less the amount of money received by him or her for serving on jury duty.

If an employee is subpoenaed as a witness, he or she will be granted leave with pay and as provided above less the amount of money received by him or her for appearing as a witness.

The employee must produce the jury notice or subpoena in order to receive benefits under this article.

If the employee is dismissed from duty and can reasonably return prior to 1:30 p.m., he or she shall return to work at the Authority.

4.2E

MILITARY LEAVE

Military leave and convention leave and compensation for such leave is provided for in civil service regulations.

4.2F

CONVENTIONS

As provided in civil service regulations.

4.2G

PERSONAL LEAVE OF ABSENCE

1. A permanent employee may request a leave of absence for good cause without pay for a period not to exceed six months. Leave may be granted at the discretion of and subject to the needs of the Authority. However, leave will not be denied unreasonably.

2. A leave of absence may be renewed up to a maximum of a second six months only upon request of the employee for reasons of

personal illness, disability, or other reasons deemed proper by the Authority.

3. The Authority reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of five working days.

4. All decisions of the Authority regarding leaves of absence shall be discretionary but subject to the grievance procedure.

5. At the expiration of such leave, the employee shall be returned to the position from which he or she is on leave and shall be entitled to all increases granted during his or her leave for his/her job classification. There shall be no retroactive pay pursuant to this article.

6. Authority seniority and not civil service shall be retained and shall accumulate during all personal leaves of absence. All other benefits shall not accrue during personal leaves of absence, except as prescribed by law.

4.2H PAY DURING JOB RELATED INJURIES

The Authority represents that all employees covered by this agreement are covered by Workers' Compensation insurance policy and that the Authority will continue to provide such coverage as required by statute.

4.2H(a) PAY DAYS

Employees shall be paid every Thursday. Should a holiday fall on a Friday, employees shall be paid on Wednesday. If a holiday falls on a Thursday, employees shall be paid on Tuesday.

4.2I

BEREAVEMENT LEAVE

1. Every full time employee who has completed the initial probation period, upon the death of a member of the immediate family shall be granted upon request four working days leave with pay to attend or make arrangements for the funeral. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, great grandparents, great grandchildren or any other relative residing in the employees household. Additional leave with pay will be given to the employee based upon his or her unused sick leave.

3. Bereavement leave will not be deducted from sick leave.

4. In the event of more than one death in a family per year, additional bereavement leave will be granted.

5. An employee must produce proof of death and relationship to obtain the benefits under this article.

4.2J

FAMILY LEAVE ACT

The parties agree to abide by the provisions of the Family Leave Act (N.J.S.A. 34:11B-1 et seq) and recognize that it may allow alternative options regarding sick leave and personal leave. Employees may select those options.

4.3

SENIORITY

4.3A

SENIORITY RIGHTS

1. It is agreed that both parties recognize and accept the principle of seniority in all cases of layoffs, recalls and vacations. In each case, however, ability to perform the work required in a satisfactory manner will be a factor for consideration.

2. For civil service purposes, seniority is calculated from the date of regular appointment from certification from an eligibility list. Seniority is defined for layoff and demotion purposes, as ". . . the amount of time which an employee has served continuously in a permanent capacity . . ." Seniority, under civil service is not a factor in vacation scheduling."

3. In the event of layoff and rehiring, employees with the longest length of continued service with the Authority will be given preference provided that they have the merit, ability and capacity to qualify for such job. Pertinent provisions of the New Jersey civil service statutes will be observed.

4. An employee who returns to full time employment after military service will receive seniority credit for the time spent in service.

4.3B

SENIORITY OF ELECTED OFFICIALS OF UNION

Elected officials of the Union shall be placed at the top of the seniority list within their job titles. These elected officials shall remain at the top of the seniority list so long as they remain elected officials of the Union and during their term

of office. In the event of reduction in force or layoffs, they shall be the last persons to be laid off. In the event of recalls, they shall be the first persons to be recalled. This article and language is, of course, subject to any and all applicable rules and regulations of Civil Service.

4.3C

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:

(a) Voluntary quitting.

(b) A failure to report back for work later than the beginning of the next work week following the conclusion of leave of absence.

(c) Discharge for just cause.

(d) Failure to report for work within 24 hours (when called back after a lay-off) after receipt of telegram or registered letter unless such failure is mutually agreed between the Authority and the Union to be excusable.

(e) In case of permanent employees, names are placed on special re-employment lists which do not expire. The laid off employees must be recalled in seniority order, for life. Names are removed only by an employee request or when the employee is rehired to the same position from which he/she was laid off. All seniority accrued prior to the layoff is continued upon reappointment. No seniority is accrued, however, while the employee is out of work.

(f) For provisional employees, failure to be called back to work for a period of twelve months after a lay-off, unless a greater period of time is established by mutual agreement.

4.4

POSTING OF VACANCIES AND PROMOTIONS

1. All new and vacant positions in the bargaining unit, which are in the classifications covered by this agreement and for which no pertinent civil service certification list is available, shall be posted on the Authority bulletin board. A copy shall be given to the local Union president for posting on the union bulletin board. Employees who wish to apply for such vacancies shall make a request in writing to the chief of personnel for consideration. Appointments through this procedure are provisional and pend civil service procedures.

2. It shall be the policy of the Authority to attempt to fill vacancies from the ranks of the employees who comprise the bargaining unit. When ability, training, education, experience and personal fitness for the position are equal, employees with seniority will be given preference. Nothing contained herein shall prevent the Authority from hiring new employees to fill vacancies or new positions when, in its judgement, present employees do not fill the job requirements.

3. The union may contest the Authority's determination through the grievance procedures of Article VII within the limitations of pertinent New Jersey statutes.

4.5

SAFETY & UNIFORMS

1. The Authority agrees that it will comply with all provisions of the State of New Jersey safety laws which are applicable to the Authority. The Authority shall provide clothing

and accessories for the protection of the employees as the Authority deems necessary, including but not limited to:

A. Such clothing and accessories as are necessary shall include the following: six pants and six shirts for winter and summer uniforms, jackets, raincoats or two piece rain gear, rain hats or hoods, winter jackets, boots (either hip or knee lengths), gloves, (rubber and leather), hard hats and safety glasses when required, flashlights and related parts.

B. Employees are required to wear all protective clothing, safety shoes, and accessories and to comply with all safety provisions. Failure to do so is a serious breach of discipline.

C. Employees shall be responsible for all clothing and accessories which are issued to them. Such clothing and accessories will be replaced by the Authority when worn or damaged beyond repair.

D. The Authority will provide blue collar workers in the bargaining unit with their choice of Knapp shoes style K-73, K-410, or the equivalent. Lab workers may be issued style K-413 or the equivalent. Welders may receive a Knapp style welder's shoe or the equivalent. The current cost of these styles can be applied to equivalent styles as described in an appendix to this agreement. Should the employee select another equivalent style, and the cost of that style is greater than the current cost under the contract between the Authority and Knapp shoes, or successor supplier, the employee shall pay the additional costs at the time of purchase.

Each qualifying member will receive one pair of safety shoes on employment. Thereafter, shoes will be issued on an as needed basis.

E. Clerical workers are not entitled to shoes or uniforms.

4.5A GLOSSARY OF SHOE STYLES
PERMITTED AT THE
AUTHORITY UNDER CONTRACT

THE PROCEDURE FOR OBTAINING REPLACEMENT SHOES IS AS FOLLOWS:

1. Authority Nurse Confirms Need -

VOUCHER IS ISSUED FOR STYLE K-73, K-410, OR K-413 (laboratory work) AT THE CURRENT COST. WELDERS WILL RECEIVE A VOUCHER FOR KNAPP STYLE WELDER'S SHOE OR SIMILAR.

SHOE STYLES ALLOWED AT NO COST TO EMPLOYEE

K-73- Brown, 6" leather boot, oil resistant
K-410- Brown, 6" leather boot, cleated sole

K-413- Black, Safety toe oxford shoe, oil resistant
(laboratory work)

K-644- Tan, Safety toe oxford shoe (women's)

K-363- Black, 6" leather boot, instep guard
(welders')

2. EMPLOYEE WILL PURCHASE EITHER THE ABOVE-LISTED STYLES, AT NO COST OR SELECT, FROM THE LIST BELOW (or their equivalents), A STYLE MORE SUITABLE TO HIS/HER FOOT AT ADDITIONAL COST. THIS ADDITIONAL CHARGE IS TO BE PAID AT THE TIME OF PURCHASE DIRECTLY BY THE EMPLOYEE.

SHOE STYLES ALLOWED WITH COST TO THE EMPLOYEE

MUST HAVE STEEL TOES

SIX INCH BOOTS

K-294- Brown, plain toe, unlined
K-556- Brown, leather, natural shaped
K-540- Natural, moc toe, unlined
K-560- Buck, oblique toe
K-581- Black, natural shaped shoe
K-582- Cinnamon, natural shaped, glove leather
K-586- Brown, plain toe
K-588- Buck, natural shaped leather
2751- Amber, moc toe, oil resistant
2753- Brown, leather, oil resistant
K-75- Black, oil resistant, moulder's 6" boot
K369- Black , leather instep guard, moulder's 6" boot
6- Buck, waterproof, insulated, oil resistant
K-71- Black, leather, non-marking, oil resistant soles
202- Black, leather, non-marking soles
K-414- Brown, moc toe, non-marking, oil resistant soles
474- Brown, moc toe, leather uppers
494- Maple, leather, steel toe, cleated sole

WOMEN'S BOOTS AND SHOES

660- Golden Tan, plan toe, 6" boot
688- Buck, plain toe, insulated, 6" boot
692- Tan leather, plain toe, conductive oxford shoe
699- Black, non-conductive, 6" boot

- 736- Tan, instep guard, 6" boot (welders')
- 852- Rust, plain toe, oxford shoe
- 854- Brown, moc toe, oxford shoe
- 856- Tan, boat oxford shoe
- K-966- Brown, plain toe, 6" boot
- K-968- Brown, plain toe, 8" boot

WELDERS' SHOES AND BOOTS

- 361- Black, instep guard oxford shoe
- K-336- Brown, instep guard, 6" boot
- K-346- Brown, instep guard, 9" boot
- K-367- Black, leather instep guard, 9" boot
- 6- Black, concealed instep guard, 11" ranch boot

4.6 WORK SCHEDULE

4.6A HOURS OF WORK

1. The work week shall begin at 12:01 a.m. Sunday and end at midnight the following Saturday, and it shall consist of 5 days of 8 hours each day. Employees will begin work at hours determined by the Authority.

2. The usual hours for non-shift employees shall begin between 7 and 8 a.m. and end between 3 and 4 p.m., as the needs of the Authority require. If non-shift employees are required to begin work at other than the usual hours, they shall receive a shift differential for the time worked before the usual starting time.

3. Sludge plant operators, sewage plant operators, and senior sewage plant operators shall usually work a five week rotating shift covering seven days a week. The usual hours for shift employees will be 7:30 a.m. to 3:30 p.m., the second shift, 3:30 p.m. to 11:30 p.m.; the third shift, 11:30 p.m. to 7:30 a.m., the first shift, etc. The hours may be changed as the needs of the Authority require.

Field workers shall be required to work a rotating shift upon the same terms and conditions as shift workers stated above in Number 3. The Union shall receive thirty days notice before the field workers are placed on a rotating shift. The Authority will consider comments by the Union concerning the effect of the introduction of the rotating shift upon the field workers. Field workers shall be deemed to be employees who perform their principal work outside the Authority premises in Little Ferry.

4. Employees shall remain on duty until properly relieved.

5. The Union will be given notice prior to any changes in the usual hours of work.

6. During the 8 hour day, the employees shall be allowed with pay one 15 minute relief during the morning or the first half of the shift. Also, during the eight hour day, the employees shall be allowed 30 minutes for meal-rest period, for which time the employees shall be paid. Employees shall not leave Authority premises during the meal-rest period. When agreed by Union and

Management certain clerical employees may be assigned a 35 hour work week.

In case of emergency, the relief period and the mealrest period may be shortened and the employee required to work.

7. The employee is authorized a 10 minute wash-up period prior to the conclusion of a regular shift when no overtime is pre-planned.

4.6B CALL BACK TIME

1. Any employee who is called back to work after having completed his/her work day shall be compensated at time and one half his or her regular pay with a minimum guarantee of 4 hours of work. This provision shall not apply to an employee performing regular overtime, or to an employee called in one hour or less before the start of a regular shift, who is paid the applicable overtime rate.

4.6C STAND BY PERIOD

1. There shall be a normal stand by period for seven consecutive days beginning on Monday at 3 p.m. and ending on the following Monday at 3 p.m. Holidays shall be included within the normal stand by period. However, if a holiday is recognized by the Authority is celebrated on a Monday the stand by period shall be extended until Tuesday at 3 p.m.

2. The Authority may in the exercise of its discretion designate a duty team consisting of three sewerage meter repairers, one senior sewerage meter repairer from the field and meter crews

and one senior pumping station operator. The Authority may vary the number and composition of the duty team.

3. The Authority at its expense will provide the designated duty person with a radio page for use during the stand by period. It shall be the obligation of the duty person to periodically test the radio page to determine if it is functioning properly.

4. The duty person shall be obligated to reply to an Authority telephone call or radio page within five minutes of the call or page. The duty person must make his or her home telephone available for the Authority to communicate with him or her.

5. The duty person shall be obligated to report to an Authority designated place of work within fifteen minutes of the telephone call made by the Authority or the signal sent by means of the radio page system.

6. The duty person who cannot be reached at his or her home telephone number shall be obligated to notify the duty shift supervisor of that fact and must leave a telephone number where he or she can be reached. Whenever a duty person cannot be contacted directly by means of his or her home telephone he or she must attach the page system to his or her person.

7. The duty person shall stand by during all hours not actively on duty.

8. The duty person shall stand by until properly relieved. If the stand by person becomes ill or incapacitated or unable to perform his or her job he or she shall have the responsibility to

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advise the duty supervisor of his or her illness, incapacity or inability to perform the job.

9. The Authority will post a stand by duty schedule for specific weeks. A duty person, for good cause, shall have the right to obtain a replacement subject to Authority approval. Good cause shall consist of going on vacation or other relief. The burden of finding a replacement shall be upon the scheduled duty person.

10. As a general rule the duty person shall report to the Little Ferry plant to obtain a vehicle before reporting to an assigned work site. However, the Authority, at its discretion may assign a vehicle to a duty person to permit direct transportation from his or her home to the work site, or place of emergency.

11. While on stand by duty and when performing work pursuant to stand by duty, employees are required to comply with all Authority rules and regulations.

12. The duty person shall receive premium pay for each hour of actual stand by duty. Stand by rates are \$.60 per hour from January 1, 1989 through December 31, 1989; \$.70 per hour from January 1, 1990 through December 31, 1990; \$.80 per hour from January 1, 1991 to December 31, 1991.

13. When called out to perform work during the stand by period the duty person will be paid in accordance with the standard provisions of the agreement concerning overtime pay, call back pay or holiday pay.

ARTICLE V

5.1 TITLES GRADES AND WAGES

1. The civil service titles listed below have been agreed upon with the appropriate grades noted.

2. Each below named title has a civil service job description.

5.2 TITLES AND GRADES

<u>Title</u>	<u>GRADE</u>	
	<u>1989</u>	<u>1990</u>
Account Clerk	5	2
Body and Fender Mechanic	9	6
Building Maintenance Worker	5	2
Chlorine Operator	7	5
Clerk	2	1
Clerk/Messenger	5	2
Clerk/Transcriber	2	1
Clerk Typist	2	1
Clerk Stenographer	2	1
Data Control Clerk	6	3
Data Entry Machine Operator	5	2
Data Processing Programmer		
Drafting Technician	6	3
Drafting Technician/Principal Clerk	7	4
Electrician	8	5
Electrician's Helper	5	3
Electronics Repairer	8	5
Electronics Repairer Helper	5	3
Employee Benefits Clerk (Typing)	4	2
Environmental Specialist	9	6
Environmental Health Aide (Waste Water Pre-Treatment)	0	3
Equipment Operator	6	3
Equipment Operator/Senior Groundskeeper	7	4
Groundskeeper	3	2
Heating and Air Conditioning Mechanic (Low Pressure License)	9	6
Laboratory Aide	5	3
Laboratory Technician, Water Analysis	6	4
Laborer	2	1
Machinist	8	5
Machinist's Helper	5	3
Machinist/Senior Sewage Plant Repairer	8	5

Maintenance Repairer		5
Maintenance Repairer Helper	0	3
Mechanic	8	5
Messenger	5	2
Millwright	8	5
Oiler	5	2
Painter	5	2
Principal Data Control Clerk	9	6
Principal Laboratory Technician, Water Analysis	9	6
Principal Storekeeper	9	6
Pumping Station Operator	5	2
Purchasing Assistant	9	6
Radio Dispatcher	5	2
Receptionist	5	2
Receptionist/Typing		2
Sanitation Inspector	6	3
Senior Account Clerk	7	4
Senior Building Maintenance Worker	6	3
Senior Chlorine Operator	0	6
Senior Clerk Typist	7	4
Senior Data Control Clerk	8	5
Senior Electrician	9	6
Senior Electronics Repairer	9	6
Senior Groundskeeper	5	2
Senior Laboratory Technician, Water Analysis	8	5
Senior Machinist	9	6
Senior Maintenance Repairer	0	6
Senior Mechanic	9	6
Senior Painter	7	4
Senior Pumping Station Operator	9	6
Senior Sewage Meter Repairer	9	6
Senior Sewage Plant Operator (Low Pressure License)	9	6
Senior Sewage Plant Repairer	9	6
Senior Sewer Maintenance Worker	9	6
Senior Storekeeper	7	4
Senior Welder	9	6
Sewage Meter Repairer	8	5
Sewage Meter Repairer Helper	5	3
Sewage Plant Attendant	5	2
Sewage Plant Operator	6	3
Sewage Plant Repairer	8	5
Sewage Plant Repairer Helper	5	3
Sewer Equipment Operator	6	3
Sewer Inspector	5	2
Sewer Maintenance Worker	6	3
Sludge Plant Operator	7	4
Storekeeper	5	2
Timekeeper (Typing)	5	2
Welder	8	5
Welder's Helper	5	3

5.3A

1989 SALARY GUIDE

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
9	15.82	16.61	17.49	18.32	19.18	20.03
8	14.15	15.06	15.99	16.87		
7	13.71	14.41	15.09	15.82		
6	11.19	12.39	13.64	14.87		
5	10.13	11.20	12.30	13.37		
4	9.28	9.84	10.41	10.97		
3	8.22	8.94	9.65	10.31		
2	7.73	8.31	9.25	10.13		

E. Berg 17.45/hr. red circled based on 32.5 hours (unpaid lunch)

5.3B

1990 SALARY GUIDE

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
6	17.01	17.86	18.80	19.69	20.62	21.53
5	15.21	16.19	17.19	18.14		
4	14.74	15.49	16.22	17.01		
3	12.03	13.32	14.66	15.99		
2	10.89	12.04	13.22	14.76		
1	8.00	9.00	10.00	11.00		

E. Berg 18.75/hr. red circled based on 35 hours

5.3C

1991 SALARY GUIDE

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
6	18.29	19.20	20.21	21.17	22.17	23.14
5	16.35	17.40	18.48	19.50		
4	15.85	16.65	17.44	18.29		
3	12.93	14.32	15.76	17.19		
2	11.71	12.94	14.21	15.45		
1	8.60	9.68	10.75	11.83		

E. Berg 20.17/hr. red circled based on 35 hours/week

5.4

PROBATION PERIOD

1. After the signing of this agreement, employees appointed to a full-time position of employment, shall be probationary employees for a six (6) month period if they are civil service provisional and three (3) months if civil service permanent employees. The parties may by mutual agreement extend the probationary period for an additional six (6) months for provisional employment when in their judgement such extension is required. However, it shall not be the policy of the parties to routinely extend the probationary period. An employee may be dismissed by the Authority during the probationary period or the extension thereof without recourse to any grievance or arbitration procedure under this agreement.

2. An employee who is promoted to a higher job title shall be on probation in the higher job title for a period of three months which may not be extended. During the probationary period he or she shall receive the full hourly rate for the pay grade and step to which he or she is promoted.

3. If the employee does not successfully complete the probationary period and returns to his/her former job title he/she shall be restored to his/her former seniority in the job title and in the department.

5.5

ADVANCEMENT IN TITLE - WAGES

(STEPS IN GRADE)

1. On the first anniversary of the date of hire,

employees shall be paid the hourly rates of pay provided in Step 2 of the pay grades.

On the second anniversary of the date of hire, employees shall be paid the hourly rates of pay provided in Step 3 of the pay grades.

On the third anniversary of the date of hire, employees shall be paid the hourly rates of pay provided in Step 4 of the pay grades.

2. The Authority, at its discretion, may advance an employee steps within his or her pay grade prior to the anniversary date of hire and the Union shall receive notice from the Authority.

3. The Authority, at its discretion, may also grant a merit increase to an employee of up to .50 cents per hour which shall be paid semi-annually. The provisions of Paragraphs 2 and 3 shall be used to compensate employees who perform superior work, and shall not be used to discriminate against employees because of Union membership or activity on behalf of the Union. The Union shall receive notice from the Authority.

5.6 SHIFT DIFFERENTIAL

1. Employees working the first and third shifts as per Paragraph No. 3 in Article IV will be paid a premium of \$.87 cents per hour until December 31, 1989; \$.93 cents per hour effective January 1, 1990 to December 31, 1990; \$1.00 .per hour from January 1, 1991 to the end of the contract term.

2. There will be no pyramiding of overtime.

3. Provisions of Federal Fair Labor Standards Act as it pertains to calculation of overtime rates will apply.

5.7 PROMOTION TO NEW TITLE/OUT OF TITLE WORK

1. When an employee is promoted to a job title which has a higher pay grade than he or she formerly held, or should the pay grade assigned to a title be upgraded by agreement of the parties, he or she shall be placed in a step within the higher pay grade which will guarantee him or her a higher regular hourly rate of pay than he or she was previously receiving. Step increases will thereafter be based on the promotion date and not date of original hire. An employee who is at the maximum step of his or her pay grade and is promoted to the next higher grade shall be placed in Step 3 of the next higher pay grade. For Grade 6 employees Step 5 is effective one year after achievement of Step 4; Step 6 is effective two years after achievement of Step 5.

2. When the needs of the Authority require, new employees in grades 1-6 inclusive may be paid the hourly rates provided in the steps. This provision may be waived by consent of both parties.

5.8 TEMPORARY WORK ASSIGNMENTS

1. When the needs of the Authority require, employees shall perform work as directed.

2. If an employee is directed to perform work of a lower job title and pay grade, he or she shall receive the rate of pay for his or her job title and pay grade.

3. If, due to absence, illness or vacation of an employee, another employee is directed to perform the work of a higher job

title and pay grade for more than 10 consecutive days then beginning on the 11th consecutive day of such work the employee shall receive the rate of pay for the higher job title and pay grade.

4. The intent of the article shall not be abused by the Authority or the Union. For the purpose of the agreement the Union and the Authority agree that a temporary work assignment is an assignment of duties above job categories that exceeds ten consecutive working days. It is further agreed that the Authority will not assign another employee to complete an assignment vacated by an employee temporarily assigned for a ten day period under this article. That is to say that employees will not be assigned back to back on temporary work assignments.

5.9

OVERTIME

1. Employees covered by this agreement are obligated to work overtime when required by the Authority. The Authority, whenever practicable, will give reasonable notice to an employee who is required to work overtime.

2. For hours worked in excess of 8 hours a day and/or 40 hours in the regularly scheduled work week, the Authority will pay one and one half times the regular rate of pay.

3. For purposes of computing overtime and determining whether an employee is entitled to the overtime pay, the vacation days, holidays and sick days which are recognized by the Authority shall be considered as 8 hours worked by an employee.

4. All scheduled work performed on Saturday and Sunday by non-shift employees shall be compensated at the rate of time and one half the regular rate of pay except that newly hired employees may be assigned to a Tuesday through Saturday work week. An employee voluntarily accepting a Tuesday through Saturday work week will be compensated at his or her regular rate of pay for work performed on Saturday. The provision shall not be used as a means to compromise the agreement.

5. During hours worked in excess of 8 hours a day, employees shall receive rest periods as provided by law and the meal allowance set forth below:

6. Employees will be paid double time for all hours worked on their second day off. (Example: employee works Tuesday, Wednesday, Thursday, Friday and Saturday. He/she normally would be off Sunday and Monday. If he/she were required to work on the second day off, Monday, he/she would be paid double time for all hours worked on that day.)

7. It is the policy of the Authority to equalize overtime whenever possible among the employees in the same overtime group.

5.10

MEAL ALLOWANCE

An employee required to work unplanned overtime in excess of 2 hours beyond the termination of his scheduled tour of duty shall receive \$4.50 meal allowance providing that he or she is required to continue work after completing the rest period. He or she shall receive the same meal allowance every 4 hours thereafter providing he/she is required to continue work after the rest period.

An employee called in for unplanned emergency overtime shall receive the above allowances every four hours providing there is a requirement to continue work after the rest period.

Unplanned overtime occurs when less than one (1) hour's notice is given prior to the start of a regular shift, which is continued to an overtime period.

5.11 LONGEVITY PAY

Employees shall receive longevity pay as set forth below: Upon completion of five years of employment with the Authority, one percent of his or her regular rate of pay.

Upon completion of ten years of employment, two percent of the regular rate of pay.

Upon completion of fifteen years of employment, three percent of the regular rate of pay.

Upon completion of twenty years of employment, four percent of the regular rate of pay.

Upon completion of twenty-five years of employment, five percent of the regular rate of pay.

In no event shall an employee receive more than five percent longevity pay.

Longevity is to be calculated in regular pensionable income rather than in a premium pay category. Longevity is to be calculated for overtime purposes.

Longevity payments are to be made as part of the regular hourly pay.

Accrual dates for longevity are referenced by dates of increase in salary and by dates of achieving a longevity anniversary plateau.

ARTICLE VI

6.1 HEALTH AND WELFARE

1. It is agreed that employee health benefits will be continued for the term of this agreement.

2. All existing policies relative to health and welfare which uniformly affect all employees covered by this agreement on the date of the execution thereof shall remain in effect, unless specifically stated to the contrary, in no case shall there be a diminution of present health and welfare benefits during the term of the agreement.

3. The Authority shall enroll employees who file the necessary and required statements in the New Jersey State Health Benefits plan. Enrollment shall include the employee's family as defined by the plan. The full cost of the plan will be paid by the Authority.

4. If, for any reason, the aforementioned plan or a part thereof is withdrawn by the carrier or changed for any reason, the Authority will make its best effort to obtain comparable coverage for the employees.

5. The employee and family as defined in the plan shall be enrolled in a major medical plan which will cover noncompensatory illness as described in the policy. Each employee will be given a copy of the policy describing benefits, rules and regulations.

6.2

DISABILITY PLAN

The Authority pays the full cost for short and long term sickness benefit plans which pay a maximum of \$300.00 per week for short term for ten weeks and maximum of \$3,000.00 per month for five years, effective January 1, 1991.

6.3

DENTAL PLAN

Employees are offered a dental plan that includes 100% coverage for preventive and diagnostic dentistry, 80% remaining basic services; 50% prosthodontia; 50% orthodontic, using the usual and customary schedules. This plan may include a deductible figure if required by the eventual insurer not to exceed \$50.00. See memorandum of understanding incorporated as part of this agreement.

6.4

PRESCRIPTION DRUG PLAN

The Authority will provide a prescription drug plan with a co-pay by the employee of \$1.00, for the term of this agreement. See Memorandum of Understanding incorporated as part of this agreement.

6.5

SAFETY GLASSES

All employees will be entitled to an examination and to be fitted for safety glasses.

6.6

VISION CARE PLAN

The employer agrees to provide the employees with a vision care program.

The level of benefits agreed upon under this section shall not in any way be reduced or modified to provide less benefit coverage than was in effect December 31, 1988.

6.6A PAYROLL DEDUCTIONS

Payroll deductions are authorized by the employer for employees who desire to purchase U.S. Savings Bonds.

6.7 IMPROVED HEALTH BENEFITS

See Memorandum of Understanding attached.

6.8 PENSION

As provided by Law.

6.8A RETIREMENT HEALTH BENEFITS

1. In accordance with the provisions of Chapter III, Public Laws of 1973, premiums for benefits in the State Health Benefits program shall be paid by the Authority for those employees who retire pursuant to the definitions of the Public Employee Retirement Statutes.

2. The retired employee and his/her spouse shall receive full benefits as enjoyed by current members of the bargaining unit, including all upgrading to benefit packages which might take place of the retired employee. After the death of the retired employee, the spouse has the option to purchase continued coverage pursuant to N.J. Law.

ARTICLE VII

7.1 MEETINGS WITH EMPLOYEES

Should the occasion arise when an employee feels he/she requires the presence of a Union representative, the Department

Shop Steward or a Union officer shall be summoned, if available. Neither management nor Union shall abuse this provision.

When a "warning notice" is issued, employees shall have the right to consult with a Union representative before making written response on the warning notice. Upon request, a copy of the preliminary notice will be furnished to the employee. The employee shall have twenty-four hours to make such response. The time may be extended by mutual consent.

7.1A MEETINGS WITH UNION OFFICERS

Members of Local 534 may confer with officers of the Union relative to grievances and other contract-related matters during working hours for a reasonable amount of time providing permission has been granted by the respective supervisor and that the needs of the Authority are not unduly hindered. Permission shall not be unreasonably withheld, nor shall this provision be abused. Supervisors may not inquire as to the specific nature of the matter under discussion.

ARTICLE VIII

8.1 GRIEVANCE PROCEDURE

1. A grievance is hereby defined as any difference or dispute between the Authority and any employee covered by this agreement with respect to the interpretation, application, or violation of any of the provisions of this agreement.

The procedure for settlement of grievances shall be as follows:

STEP 1 The aggrieved employee or the steward shall present and discuss the grievance with his or her supervisor within ten working days of the occurrence of the same. Any grievance not presented within ten working days of occurrence is deemed waived. The supervisor must reply to the grievance within ten working days of its presentment to him or her. The reply may be oral.

STEP 2 If the grievance is not settled at Step 1, it shall be reduced to writing and given to the appropriate department head by the aggrieved party within ten working days of the reply from the supervisor. A copy shall be given to the chief of personnel. The appropriate department head and the chief steward shall meet within ten working days of the receipt of the written grievance to attempt to settle the grievance. Any grievance not reduced to writing and presented to the appropriate department head and the chief of personnel within ten working days of the failure to settle pursuant to Step 1 is deemed waived. The department head shall give a written reply within ten working days.

Time for determination and reply may be extended by mutual agreement.

STEP 3 If after completion of Step 2 the parties have not arrived at a mutually satisfactory settlement of the grievance, a meeting shall be arranged between representatives of the union, the aggrieved employee and the chief of personnel with the object of settling the grievance. Both parties may consult with other persons as they deem necessary. The parties shall meet and a hearing shall be conducted within ten working days of completion

of Step 2. They may, however, by mutual consent, extend the time to meet. The chief of personnel shall give a written reply within seven working days of the completion of the hearing.

2. The designated steward or union representative shall, with the approval of his or her supervisor, be given reasonable time to process grievances during work hours.

3. Nothing contained in this article shall limit the right of an employee to present his or her own grievance, up to but not including arbitration, provided, however, the union shall be notified by the Authority of all such situations and shall have the right to be present during grievance discussions and, further provided that any settlement reached with any such employee shall not violate this agreement.

4. Failure to proceed within the times set forth in this Article shall be conclusively deemed a waiver of the right to grieve and the right to a determination.

5. Any employee whose grievance has been sustained shall be returned to his or her former position and may be compensated at his/her regular rate of pay for all or a portion of pay lost during the period of discharge or suspension.

8.2 ARBITRATION

If the grievance cannot be resolved at Step 3 then it may be submitted to final and binding arbitration within thirty business days of receipt of the answer at Step 3. The parties shall use the New Jersey board of mediation for the purpose of selecting an arbitrator to hear and decide the grievance. The cost of the

arbitration shall be shared equally by the parties. The arbitrator's decision shall be submitted within thirty business days of the final arbitration session.

ARTICLE IX

9.1 COMPLETENESS OF AGREEMENT

1. The agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of the agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this agreement.

2. The memorandums of understanding between the Union and the Authority dated September 19, 1989, are attached hereto and made a part of this agreement.

9.2 SAVING CLAUSE

1. It is agreed that if any provision of this agreement or application thereof to any person or circumstance shall be held invalid, the remainder of the agreement or application of such provisions shall not be affected thereby. If any such provisions are held invalid, the Authority and the Union will meet to negotiate changes so required.

9.3 NO STRIKE - NO LOCKOUT

1. Neither the Union nor any of its members shall engage in any job action, strike, work stoppage, slowdown, sitdown, sick call action, picketing (before, during or after working hours) boycott or any other interference with the operations of the Authority during the term of the agreement. The Union agrees that

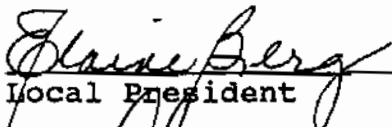
it shall use its best efforts to prevent acts forbidden herein on the part of any employee or group of employees and, in the event such acts take place by an employee, the Union agrees it will use its best efforts to cause an immediate cessation thereof.

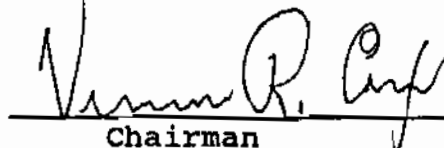
2. The Authority will not engage in any lockout of employees covered by this agreement during the term of the agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals or caused this amendment agreement to be signed by their duly authorized officers or representatives on

UTILITY WORKERS OF AMERICA
LOCAL 534


BERGEN COUNTY UTILITIES
AUTHORITY


Local President


Chairman


Vice President


Secretary-Treasurer


National Representative

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MEMORANDUM OF UNDERSTANDING -1

Agreement made this 19th day of September 1989 by and between the Bergen County Utilities Authority (Water Pollution Control Division) hereinafter referred to as "Authority" and the Utility Workers Union of America AFL-CIO Local 534, hereinafter referred to as "Union". Authority and Union agree to exert all efforts to obtain and provide to members of Union a better health insurance package than presently exists.

1. Authority and Union agree to exert their best efforts to secure for the members of the Union an improved dental plan, an improved disability plan, an improved vision care plan and an improved prescription drug plan. Said improved plans are to be mutually agreeable to the parties to this agreement.

2. Authority agrees to establish an Employee Assistance Program, which program will seek to service the needs of employees who are experiencing problems with alcohol or drug dependency. The costs of said program shall be borne exclusively by the Authority.

3. Authority represents that it has been conducting talks with individuals who are conducting such programs and have also discussed a proposed program with a physician who has some experience in this field.

4. Authority agrees that it will proceed with the formulation of such a program as soon as same can be established, after consultation with representatives of the Union.

MEMORANDUM OF UNDERSTANDING

BETWEEN B.C.U.A. AND LOCAL 534 U.W.U.A.

BCUA and Local 534 negotiators recommend the adoption of bargaining agreements for 1989, 1990, and 1991 for the water pollution control and solid waste management units which would include the following changes in the now expired agreements:

1. Seven and a half percent increases in wages across the board in each of the three years in each pay grade, with retroactivity to January 1, 1989. (See salary guides attached.) The increases are in all grades except for grade two in which the 1989 rate is: \$7.73, \$8.31, \$9.25, and \$10.13. 1989 retroactivity in this grade is owable only to such employees who have been paid at a rate lower than \$7.73 during 1989 and the retroactivity shall be only for such time as they may have earned less than \$7.73. Those paid at \$7.73 will remain at that rate until January 1, 1990 or until they achieve an anniversary date, when they will be moved to the second step of the scale.

"Example - If the anniversary date occurs in November, the employee moves to Step 2 of the guide."

2. The grade 2 rate for 1990 is set at \$8, \$9, \$10, and \$11 with a seven and a half percent increase payable in 1991.

3. Grades three and four are to be eliminated from January 1, 1990 and the titles in those grades are to be upgraded to grade 5. Effective January 1, 1990, the grades will be redesignated from one through seven to reflect the fact that this will be the number of grades existing at that time.

4. Effective January 1, 1989 stand-by pay is .60 per hour and is .70 per hour in 1990 and .80 per hour in 1991.

5. Shift differential is .87 in 1989; .93 in 1990; and \$1.00 in 1991.

6. Super seniority is granted to president, executive vice president, treasurer, secretary, and vice presidents of water pollution and solid waste sections. Language defining the topic is to be settled upon.

7. Language concerning the presence of Union representatives in disciplinary situations as well as language concerning administration of sick time usage policies and language concerning an employee assistance program is to be settled upon.

8. BCUA agrees to provide summer weighted uniforms to bargaining unit members.

9. Executive Director to appoint a labor/management committee to prepare revised safety manual. National U.W.U.A. Representative, J. Moriarty, will chair the committee.

10. Mr. P. Giblin to provide such language as may be necessary concerning the issuance of safety glasses to personnel.

11. Ten day temporary pay provision of water pollution control unit is extended to solid waste unit, effective with ratification of memorandum of understanding.

12. BCUA agrees to provide opportunity for payroll deduction for U.S. Savings Bond as of 1/1/90. Payday will take place on every Thursday in Water Pollution and every other Thursday in Solid

Waste. Should a holiday fall on a Friday, the payday would occur on Wednesday.

13. BCUA agrees to upgrade insurance coverage for disability, effective 1/1/91.

14. A review of dental care, vision care, and hospitalization is under way. Should beneficial changes not be made before then, BCUA and Local 534 agree to discussions on these matters through the term of the agreement.

15. Senior data control clerk is established at Grade 8.

16. Senior Chlorine Operator is established at Grade 9, effective 1/1/90.

17. The following upgrades are to be effective 1/1/90:

Senior Account Clerk, Grade 7

Chlorine Operator, Grade 8

Senior Maintenance Repairer, Grade 9

Lab Aide, Grade 6

Lab Tech, Grade 7

Senior Lab Tech, Grade 8

Weighmaster, Grade 6

All titles using the term, Helper, Grade 6

Account Clerk, Grade 5

Clerk Messenger, Grade 5

Employee Benefits Clerk (typing) Grade 5

Groundskeeper, Grade 5

Security Guard, Grade 5

Sanitary Landfill Caretaker, Grade 5

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Such changes as may have been agreed to between the parties from the signing of the now-expired agreement and the present agreement shall be memorialized in the final contract document. The economic aspects of this agreement shall be executed as soon as practicable upon the ratification of these recommendations by the Union membership and the commissioners of the BCUA and need not await the completion of a final contract document.

All elements of the prior, expired agreements will remain in force except for the matters enumerated herein. This memorandum of understanding constitutes the whole of changes in the contractual relationship between the parties agreed to in good faith by the bargaining committees and they are subject to ratifications.

Changes will be implemented with all deliberate speed following notice of ratification.

James P. May
Chief of Personnel and
Labor Relations

Elaine Berg
President, Local 534
U.W.U.A.

ADDENDUM

Should the Authority elect to establish an apprentice/ trainee program, it will be conducted under such provisions as may be established by the New Jersey State Board of Education. Trainees will be paid at the lowest grade and step. Apprentices shall be paid at the rate paid for entry level positions in the selected trade. The Authority will not establish such a program without the consent of the Union.