

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**AND**

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**NON-SUPERVISORY EMPLOYEES GROUP**

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**JULY 1, 2009 THROUGH JUNE 30, 2014**

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**PREAMBLE**

**AGREEMENT** made this 12 day of MAY 2010 by and between NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, a Body Politic of the State of New Jersey (hereinafter referred to as the "Authority") and the NORTHWEST BERGEN COUNTY NON-SUPERVISORY EMPLOYEES GROUP (hereinafter referred to as the "GROUP").

**WHEREAS**, it is the desire of the parties to enter into a labor agreement to implement the matters herein contained and negotiated;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Authority and the Group agree as follows:

**ARTICLE 1 - RECOGNITION**

The Authority hereby recognizes the Group as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment of all employees in the unit previously certified by the State of New Jersey Public Employment Relations Commission, Docket No. RO-83-142 on April 8, 1983. The Authority recognizes that the Group is no longer represented by Local 534 Utility Workers Union of America, AFL-CIO and is presently acting on its own behalf representing all non-supervisory, plant employees employed by the Northwest Bergen County Utilities Authority at its facilities in Waldwick, New Jersey, but excluding supervisors, craft employees, managerial executives, clerical and secretarial, confidential employees, and all others.

**ARTICLE 2 - CHECK OFF**

Article 2 pertaining to check off of fees and dues as well as Appendix A referred to therein have been deleted from this Agreement.

**ARTICLE 3 - GROUP ACTIVITIES AND BUSINESS**

**Section 1**

The Group agrees that its members will comply with the Authority's rules and regulations relating to safety, economy, continuity of service and efficiency in service to the public.

## **Section 2**

Delegates or other duly authorized representatives of the Group shall have reasonable access to the Authority's facilities and plant at reasonable times during the regular working hours of the shift for the purpose of ascertaining whether this Agreement is being complied with, and for the purpose of adjusting grievances in accordance with the procedures specified elsewhere in this Agreement, provided, however, that any such representative first report to the office and notify the Executive Director or his designee of his presence before going elsewhere in the plant. The Group agrees that no such visitation shall, to any extent or degree, interfere with or interrupt in any way any employee in performing his normal duties.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **Section 1**

It is understood and agreed that the Authority possesses all of the rights, powers, privileges and authority it had prior to the execution of this Agreement, and nothing in this Agreement shall be construed to limit the Authority in the exercise of the regular and customary functions of management and the operation of its business, except as specifically relinquished or modified herein by an express provision of this Agreement or the right to follow the grievance procedure. The rights of management include, but shall not be limited to, the right to introduce new or improved methods or facilities or techniques; to hire, promote, assign and transfer employees; to define job content and issue job descriptions; to lay-off, suspend, discharge or discipline employees.

### **Section 2**

The Authority shall also have the right to make reasonable rules for good conduct, fair play and the operation of its facilities which shall not be inconsistent with the provisions of this Agreement; provided, however, that no action shall be taken as a result of or based upon any rules which have not been published or otherwise brought to the attention of the employees.

## **ARTICLE 5 - BULLETIN BOARDS**

The Authority shall provide a space for posting notices to its employees, and agrees that the Group may use such bulletin board for notices addressed to its members after a copy of each notice to be posted has been submitted to the Executive Director. No approval shall be required for

Group posting of meetings, schooling and educational information. All Group postings shall be controlled by and initialed by the Group Representative or his/her designee. Except as stated above, if the Executive Director finds that a particular Group posting is inaccurate, misleading, or offensive, the Executive Director or his/her designee shall have the right to remove said posting provided a reason is provided to the Group Representative to support such a finding. If, after discussion, the Group does not accept the reason given by the Executive Director, the sufficiency of the reason may be submitted to arbitration.

### **ARTICLE 6 - DISCRIMINATION**

It is mutually agreed between the parties that neither shall in any way discriminate against any employee because of race, creed, color, sex, national origin, age, or to the extent not permitted by law. The Authority agrees to provide a training program for harassment in the workplace for all employees. Such training shall be provided by a consultant experienced with the policies of the State of New Jersey.

### **ARTICLE 7 - SENIORITY**

#### **Section 1**

After the probationary period, seniority shall be determined upon the length of the continuous service with the Authority from the date of last hire.

#### **Section 2**

To the extent allowed by New Jersey statutes, court decisions and reported decisions of the Public Employment Relations Commission, the Authority agrees that, given equal qualifications as determined at the sole discretion of the Authority, the more senior of equally qualified candidates should receive the promotion.

#### **Section 3**

The Authority shall notify all employees of lay-off, simultaneously with posting of any vacancy on bulletin board, to facilitate all members of the bargaining unit having the opportunity to apply for promotions. To the extent allowed by New Jersey statutes, court decisions, and reported decisions of the Public Employment Relations Commission, the parties agree that given equal qualifications as determined at the sole discretion of the Authority, the most senior employee on lay-off shall be

given preference, even over a more senior employee still working at the Authority. Employees on lay-off shall have five (5) calendar days from receipt of notice to indicate their interest in the vacancy by phone, telegram, registered or certified mail but in no event later than ten (10) days after posting and sending of notices. The same form of notice shall be served upon employees on lay-off as the notice posted. Such notice shall set forth the title of the job to be filled, anticipated hours of work and days of relief, the rate of pay and an outline of duties, as well as the person to contact.

#### **Section 4**

It is understood and agreed that the Authority has the exclusive right to terminate or otherwise discipline any employees who are on a temporary basis or who are within their probationary period, and in such event said employees shall have no recourse to any of the provisions within this Agreement nor shall they have any specific recourse to the grievance procedure.

#### **Section 5**

Seniority and the employees' rights under this contract shall be terminated and lost for any of the following reasons:

- a. when an employee quits;
- b. when an employee is discharged;
- c. when an employee is laid off for a continuous period of twelve (12) months;
- d. when an employee fails to return upon expiration of leave of absence;
- e. accepting other employment when on a requested leave of absence;
- f. if an employee fails, on recall from lay-off, to comply with notice and reporting requirements following the receipt of notification of recall; and
- g. except for extraordinary circumstances, when an employee is absent for three consecutive working days without reporting. (It is understood, of course, that it is necessary for an employee to make an immediate report of any absence from work.)

#### **Section 6**

All lay-offs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off, provided, however, that the senior employee has the demonstrated ability to

immediately perform the available work to the satisfaction of the Executive Director or his/her designee without additional supervision or training.

In the event of a recall, the laid off employees shall be given notice of recall by telegram, registered or certified mail, sent to the address last given the Executive Director or his/her designee by the employee. It shall be the responsibility of the employee to keep the Executive Director or his/her designee informed of the employee's current address and telephone number. Within five (5) calendar days after tender of the notice, the employee must notify the Executive Director or his/her designee by telephone, telegram or registered or certified mail, of his/her intent to return to work, and must actually report on the date specified in the recall notice, unless it is mutually agreed in writing that the employee need not return to work within said time or in the event that the recall notice is for another period. Every attempt shall be made to give at least one week's notice of recall before the actual reporting date. In the event the employee fails to comply with these requirements, he/she shall lose all seniority rights under this agreement and shall be considered as a voluntary quit.

### **Section 7**

When a job vacancy occurs in a job classification, a notice of such vacancy shall be posted on the bulletin board and sent to employees on lay-off for ten (10) working days. Employees interested in obtaining the job may bid for same by submitting a completed Personnel Action Form and any other information on their qualifications within the ten (10) day posting period. Except in cases of lay-offs or where jobs have been eliminated, no employee shall be allowed to bump down or laterally.

### **Section 8**

The Authority shall have the right to temporarily transfer employees for a period not to exceed sixty (60) days, in which event and during which time the employee shall receive the rate of pay for the higher rated job. Said period may be extended for as long as the Authority is making a good faith effort to permanently fill the job.

### **Section 9**

The Authority shall submit a seniority list to the Delegates of the Group, on a quarterly basis.

## **ARTICLE 8 - WORKING HOURS**



## **Section 1**

The regular work week shall consist of forty (40) hours, from Saturday 11:00 p.m. through Saturday 10:59 p.m. In view of the fact that the Authority is a public utility, all personnel are subject to work calls for emergency conditions. A time clock is to be used to record the hours worked. All employees will punch in upon reporting for duty and shall be entitled to a ten minute clean up period at the end of their shift and before meals. All employees properly leaving duty for any reason will punch-out and list the reason for leaving on his/her time card, provided, however, he/she first notifies and is authorized by his/her supervisor to do so. All employees going out on lunch or dinner shall punch-out at the beginning of the meal-time and punch-in at the termination of the meal-time. At the completion of the assigned regular work period, the employee shall sign his/her time card attesting to its accuracy.

## **Section 2**

Plant operations personnel (operators) will normally work a rotating daily schedule consisting of three separate shifts as follows:

Day Shift (Monday - Friday)	7:00 A.M. - 3:30 P.M.
Day Shift (Weekends & Holidays)	7:00 A.M. - 3:00 P.M.
Afternoon Shift	3:00 P.M. - 11:00 P.M.
Midnight Shift	11:00 P.M. - 7:00 A.M.

The day shift of eight and one-half hours shall include a half-hour, duty free, unpaid lunch period. The day shift occurring on weekends and/or holidays and the afternoon and midnight shifts shall include a half-hour paid meal period to be taken as close as possible to mid-shift during the eight hour shift so long as there is no emergency and the plant is functioning properly. Operators on duty during the afternoon and midnight shifts will be expected to remain available for duty during the paid lunch and will be expected to respond to emergencies as needed.

All other plant personnel will normally work a daily schedule beginning at 7:00 A.M. and ending 3:30 P.M. Lunch periods of thirty (30) minutes will be provided as close to mid-shift as possible.

The Authority retains the right to adjust shift hours as may be reasonably necessary for efficient operations, and shall consult with the Delegates of the Group to the extent required by law over the shift change.

### **Section 3**

Two fifteen (15) minute coffee breaks will be provided each day, with one occurring before the lunch period and the second following the lunch period, at the discretion of the supervisor.

The morning break shall be scheduled as close as possible at the mid point between the start of the shift and the mid-shift lunch period, except when, in the sole discretion of the Authority, the coffee break must be scheduled at another time in the morning in order to insure efficient and effective operations. The afternoon coffee break shall be scheduled as close as possible at the mid-point between the mid-shift lunch period and the end of the shift, except when, in the sole discretion of the Authority, the coffee break must be scheduled at another time in the afternoon in order to insure efficient and effective operations.

### **Section 4**

An employee working the first shift must notify the Authority that he/she is unable to report to work or will be late for work at least one hour prior to the start of the shift except when extenuating circumstances prevent such notice. An employee working the second or third shifts must notify the Authority at least two hours prior to the start of his/her shift, except when extenuating circumstances prevent such notice.

## **ARTICLE 9 - SALARY AND WAGE SCHEDULE**

### **Section 1**

Salary ranges for each job title or classification are set forth on Schedules for each of the five years of this Agreement annexed hereto and made a part hereof as Appendix B. Upon reaching the maximum wage rate for a given classification, additional increases may, in the sole and nongrievable discretion of the Authority, be allowed in accordance with an annual review of wages conducted by the Authority. When an employee is promoted to a job title which has a higher pay grade than he/she formerly held, he/she shall immediately be placed in a step within the higher pay grade which will guarantee him/her

a higher regular hourly rate of pay than he/she was previously receiving. Step increases will thereafter be based upon the promotion date and not date of original hire.

**Section 2**

Wages retroactive to July 1, 2009 will be paid to all employees currently employed by the Authority.

**ARTICLE 10 - PAY SCHEDULE**

**Section 1**

Employees will be paid every second Friday. Base pay will include the Wednesday prior to pay day.

All overtime, premium and standby pay earned in one payroll period will be paid on the first Friday following the schedule payday for that payroll period.

**Section 2**

If a holiday falls on a scheduled Friday pay day, pay day will be the immediately preceding Thursday.

**Section 3**

If vacation period includes a pay day, base pay will be paid before the vacation, provided a minimum of one (1) week's notice is given to the Executive Director or his/her designee.

**ARTICLE 11 - OVERTIME WORK AND STANDBY**

**Section 1**

Overtime shall be compensated for by overtime pay at a rate of one and one-half (1.5) times the normal hourly rate for all hours worked in excess of forty (40) hours in the same work week, as defined previously hereunder. In the event of an illness which causes the employee to be absent, the sick day will be counted as time worked to compute overtime. Personal days and holidays count as time worked for overtime computation as well. Shift premium pay and longevity, where applicable, will be included in the calculation of an employee's overtime rate.

**Section 2**

Employees required to be available for emergency duty (standby), when actually called to report for work, will be paid for all hours so worked at time and one-half the base hourly rate of pay, without

shift premium, but with two hours of pay as a guaranteed minimum. The Authority reserves the right to assign to the employee called in other tasks in addition to the emergency for which the employee was called. Whether or not employees on standby are called, the prior practice of paying the employee on standby twelve (12) hours at straight time base rate per week shall continue.

### **Section 3**

Standby duty under this Article shall mean that the employee is required either to be on call at home or some other location closer to the facility in Waldwick, with actual knowledge by the Authority of the telephone number where the employee can and will be reached, or within range of a beeper or other device to be supplied by the Authority.

### **Section 4**

Employees who are on standby duty, and who are actually called to report for work, may request compensatory time off equal to the amount of time actually worked. The time off would be in lieu of pay at time and one-half the employee's base hourly rate of pay, as provided by Section 2 of this Article. The Authority retains the sole discretionary right to grant such a request and the granting of such a request in any one instance is not a waiver of the Authority's sole discretionary right to deny a request in any subsequent instance(s).

The accumulation of compensatory time is hereby discontinued. Compensatory time shall be given between November 1 and October 31 of the following year and may be utilized by an employee at the sole discretion of the Authority. If not utilized by the employee by October 31, the Authority shall pay for the unused compensatory time by December 15.

### **Section 5**

In computing overtime compensation, the nearest one-half of an hour shall be the smallest fraction of an hour to be reported and paid.

### **Section 6**

The Group recognizes the importance to the public health of the Authority's facilities and recognizes the full right of the Authority to maintain manning levels that it determines necessary, even if it means compelling unit members to work overtime from time to time.

### **Section 7**

Notwithstanding Section 6, when overtime work in a particular department is needed at the beginning of a shift, such overtime shall first be offered in order of seniority to the employees in that department who have worked the immediately preceding shift as their regular shift, provided the Authority deems these employees capable of performing the overtime work. If no one in the department volunteers, then the Authority may offer the overtime to employees in other departments who the Authority deems capable of performing the overtime work. In this situation, overtime to employees from the other departments shall be offered in order of seniority to those employees who have worked the immediately preceding shift as their regular shift. If the above procedure does not produce a volunteer, the employee with the lowest seniority, who the Authority deems capable of performing the work shall be required to accept the overtime assignment unless clearly unreasonable in the circumstances, in which case the capable employee with the next least seniority shall be required to work.

When overtime work in a particular department is needed during the course of a particular shift, such overtime shall first be offered in order of seniority to the employees in that department who are scheduled to work the next succeeding shift as their regular shift, provided the Authority deems these employees capable of performing the overtime work. If no one in the department volunteers, then the Authority may offer the overtime to the employees in other departments who the Authority deems capable of performing the work. In this situation, overtime to employees from the other departments shall be offered in order of seniority to those employees who are scheduled to work the next succeeding shift as their regular shift. If the above procedure does not produce a volunteer, the employee with the lowest seniority who the Authority deems capable of performing the work, shall be required to accept the overtime assignment unless clearly unreasonable in the circumstances, in which case the capable employee with the next least seniority shall be required to work.

The Northwest Bergen County Utilities Authority and the Employee Group recognize that there are occasions when the Authority seeks to assign overtime work to individuals who are assigned to a specific task or project during their regular shift, which project or task carries over into a subsequent shift for which overtime pay would otherwise be due. In an effort to accommodate the Authority's desire to assign overtime to individuals assigned to such specific projects or tasks, the Employees agree that Article XI, Section 7 is hereby understood to permit the following procedure intended to accomplish such a result.

When overtime work in a particular department is needed at the beginning of a shift, such overtime shall first be offered to the employee(s) in that department who worked during the immediately preceding regular shift on the project or task for which overtime work is to be assigned and for which overtime work is determined by the Executive Director or his designee to be necessary to complete the project or task, provided the Executive Director or his designee deems the employee(s) capable of performing the overtime work. In the event said employee(s) refuses the overtime, then in all other respects the provisions of Article XI, Section 7 shall apply.

### **Section 8**

All overtime shall be offered or assigned, if necessary, on at least two (2) days notice if possible, or as soon as management knows that overtime will be required if less than two (2) days notice is to be given.

### **Section 9**

A \$4.00 meal allowance shall be granted to employees after working three consecutive hours overtime beyond their regular shift.

### **ARTICLE 12 - PREMIUM PAY**

The Authority will pay the following shift premiums:

Afternoon Shift - 15% of day shift base rate

Midnight Shift - 20% of day shift base rate

### **ARTICLE 13 - VEHICLE USE**

Personnel scheduled to be available for emergency duty at all hours during a specific period shall be paid for the use of their personal vehicle while same is in actual use on official business of the Authority, on a portal to portal basis at the mileage rate as allowed by IRS regulations. Payment for the use of a vehicle shall be made by the Authority only upon receipt of a voucher setting forth the date, time and beginning and ending odometer reading for each such use. The Authority shall provide liability insurance extending coverage to an employee's vehicle while in use on official business of the Authority.

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **Section 1**

A leave of absence without pay may be requested by any employee who will submit in writing all facts bearing on the request to the Executive Director, who will consider each request on its merits, without establishing a precedent. No leave of absence without pay will initially be granted for more than three (3) months (90 calendar days).

### **Section 2**

In the event a second leave of absence is requested, the procedures applying to such request shall be the same as in the case of a first request. No leave of absence shall be granted to any employee that totals more than six (6) months (180 calendar days) leave in any twelve (12) month period.

### **Section 3**

During leaves of absence, credits shall not accrue for sick leave, vacation time, and other benefits as well as other leaves of absence without pay, except for leaves of absence for military or other purposes if provided by statute.

## **ARTICLE 15 - SICK LEAVE**

### **Section 1**

After completing six (6) months of employment with the Authority, full-time employees shall be allowed sick leave at the rate of one (1) day for each completed calendar month worked. Sick leave is available as set forth herein whenever an employee is required to be absent from work for a bona

vide sickness or illness. Sick leave shall not be interpreted as including a period where the employee serves in the role of a nurse or housekeeper during an illness of another member of the family.

## **Section 2**

In all cases wherein an employee requests a sick leave or day, the Authority reserves the right to send a doctor to examine and report on the conditions of the employee or, in its discretion, to require the employee to visit a physician designated by the Authority.

## **Section 3**

Whenever an absence due to sickness or illness (1) exceeds three (3) successive work days or, (2) is on a day immediately before or after scheduled days off or holidays or other days not worked, or (3) occurs when an employee is scheduled to work on a weekend or holiday, the employee may be required to produce a physician's verification of said illness. In its discretion, the Authority reserves the right to have the employee examined by a physician before returning to duty. The Authority's right to demand a doctor's note to verify sick leave will not be exercised arbitrarily, capriciously, discriminatorily, or in bad faith.

## **Section 4**

Every absence on account of illness or disability in excess of three (3) successive working days must be certified by a written statement from a physician, using the form provided by the Authority. The Authority reserves the right to waive this requirement or to require the employee to be examined by a physician of the Authority's choice before the employee may return to work.

In case of a prolonged illness beyond accumulated sick leave, the Authority will continue its payments to the New Jersey State Health Benefits Plan and Extended Sickness Benefit Plan to a maximum of one year from the date accumulated sick leave was exhausted, provided the employee is on an authorized medical leave. The Group may request that payments be continued beyond the maximum one year period which may be granted in the sole discretion of the Authority.

A request for medical leave shall be in writing and submitted to the Executive Director of the Authority together with the appropriate medical proof of illness. The Authority shall consider each such request on a case by case basis.



The grant of a request for an extension of benefits and/or a medical leave shall not be a waiver of the Authority's discretionary right to deny a request in any subsequent instance(s).

### **Section 5**

The Authority's rights under Sections 2, 3, and 4 of this Article will not be exercised arbitrarily, capriciously, discriminatorily, or in bad faith.

### **Section 6**

Sick days, as well as holidays and personal days, shall count as time worked for purposes of overtime calculation.

## **ARTICLE 16 - ACCUMULATED SICK LEAVE**

### **Section 1**

Sick leave not used may be accumulated (saved for the future). Sick leave neither accumulated nor used will be compensated for at the normal base pay, without premium rates, by January 15 of the following calendar year.

In addition to the above, any employee who has no absences due to illness during the calendar year will be paid one full day's pay in his first regular pay check of the next calendar year.

### **Section 2**

When a full-time employee has accumulated the maximum of sixty (60) days of sick leave, he/she shall be compensated at his/her normal base pay for the number of sick leave days in excess of sixty (60) days not used.

### **Section 3**

In the event of an employee's death, payment for all accumulated sick leave will be paid at the employee's base rate, without premium rate, to the employee's estate.

## **ARTICLE 17 - PERSONAL BUSINESS DAYS**

### **Section 1**

Each employee will be permitted two (2) paid personal business days in any one calendar year under the conditions stated in Section 2 below. These days may not be accumulated and must be used

within the calendar year. Employees will not be compensated for personal business days not used. After completing six (6) months of employment with the Authority, full-time employees shall be eligible for both personal business days. Those employees whose date of employment is later than March 31 will be permitted to carry the personal days to the following year in their first year of employment.

## **Section 2**

Up to three (3) sick days *may* be taken in any one calendar year for personal business upon prior notice and authorization from the Executive Director or his/her designee. Permission will be reasonably given based upon the work schedules and plant operations. Personal business is limited to business and personal affairs of the employee, not otherwise excused under Article 19, that cannot be accomplished other than during the employee's normal work hours.

## **ARTICLE 18 - HOLIDAYS**

### **Section 1**

The following twelve (12) holidays and two (2) half-holidays shall apply to all plant personnel:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Veterans' s Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Day

### **Half Holidays**

1. Christmas Eve (4 Hours)
2. New Year's Eve (4 Hours)

## **Section 2**

When a listed holiday falls on a Saturday, it will be celebrated the preceding Friday. When a listed holiday falls on a Sunday, it will be celebrated the following Monday.

## **Section 3**

If a holiday falls during a vacation period, the employee shall be granted an additional day of vacation which may be scheduled at the option of the employee either at the beginning or end of the scheduled vacation. An employee not scheduled to work on a listed holiday (regular day off) shall receive a compensatory day to be selected by the employee, but subject to the approval by the Executive Director or his/her designee.

## **Section 4**

Personnel working on a listed holiday shall be paid for the day in money and paid at the rate of time and one-half (1-1/2) the normal hourly rate for the hours actually worked.

## **Section 5**

It is understood and agreed that the Plant Superintendent or Executive Director has the right to demand that an employee, who does not work on his or her regular work day immediately preceding or following a recognized holiday, produce substantive evidence that he/she was ill. Normally a doctor's notice will suffice. If the employee does not produce such evidence, the Authority has the right not to pay the employee for the holiday or to take appropriate disciplinary action.

# **ARTICLE 19 - AUTHORIZED TIME OFF**

## **Section 1**

Authorized time off with full or partial pay shall include the following:

**Death in the Family:** If there is a death in the employee's immediate family, the employee will be excused from work up to three (3) days without loss of pay. It is the intention of this provision to make sure an employee has three (3) bereavement days off without loss of pay. If an employee cuts short a scheduled vacation on account of the death, the employee shall be entitled to reschedule the remaining portion of the vacation in the same manner as other compensatory days. Immediate family shall be limited to spouse, children, mother, father, mother-in-law, father-in-law, sister,

brother and the maternal and/or paternal grandparents of the employee and his or her spouse. An employee shall be entitled to three days bereavement leave in addition to any other regular time-off from work scheduled at the time when a death in the employee's immediate family occurs.

**Jury Duty:** An employee called upon to serve as a juror will receive the difference between the jury payment and the employee's regular pay for a normal forty (40) hour work week, upon presentation of satisfactory proof of the amount received from jury duty.

**Military Service:** Unless state or federal law requires more, employees required to serve on military reserve duty will be permitted to take up to fifteen (15) days off and will be paid the difference between their military pay and their regular pay for a normal forty (40) hour work week, upon presentation of satisfactory proof of the amount received for such military duty.

**Civic Duties:** In the event of a serious emergency (not routine calls) an employee may be excused without a reduction in pay from his regular duties if he/she is a member of a local volunteer fire department, auxiliary police force, or ambulance corps. In order to qualify for this provision, the employee's services must be required by the commander of the unit involved. Said request shall be made to the Plant Superintendent.

Family Leave and Medical Leave Policy: Employees may be eligible for an unpaid family and medical leave under the NJ Family Leave Act ("NJFLA"). Employees also may be eligible for family and/or medical leave pursuant to the Family and Medical Leave Act ("FMLA"). Details are provided in the NBCUA Policies and Procedures Manual.

## **Section 2**

To allow sufficient time for the Authority to schedule a replacement, jury notices and military orders are to be presented to the employee's supervisor or the Executive Director as soon as received but in no instance less than two (2) weeks before the date the employee is supposed to commence jury or military service, unless the employee did not receive two weeks' notice. Employees who do not provide this required notice will still be excused but will not receive payment under this Article.

## **Section 3**

Because the efficient operating of the Plant is also vital to the public health, all employees who wish to offer their time to voluntary fire, police and ambulance services must supply the Authority with some proof (such as a letter) from the head of such voluntary service acknowledging the active participation of the employee. The employee shall be required to notify the voluntary services of his or her work schedule at the Authority so that the service will first call other volunteers and avoid calling the employee away from duty. In no event will an employee, while on duty, be excused to respond to routine calls outside of Waldwick, and the employee will not be excused if, in the discretion of the Executive Director, he/she is needed at the Authority.

## **ARTICLE 20 - ANNUAL VACATION**

### **Section 1**

All full-time employees are entitled to an annual vacation with pay according to the following schedule, based on the employee's years of completed service:

After one year of employment	Two (2) weeks of pay.
After five years of employment	Three (3) weeks of pay.
After eleven years of employment	Three (3) weeks and one (1) day of pay.
After twelve years of employment	Three (3) weeks and two (2) days of pay.
After thirteen years of employment	Three (3) weeks and three (3) days of pay.
After fourteen years of employment	Three (3) weeks and four (4) days of pay.
After fifteen years of employment	Four (4) weeks of pay.

### **Section 2**

Partial and split vacations may be granted at the discretion of the Executive Director.

### **Section 3**

Vacation time may not be accumulated and must be used within the anniversary year; however, a one week carry over of vacation time from one calendar year to the next, not to exceed four vacation weeks in any one anniversary year, may be arranged provided it does not interfere with the plant work schedule.

### **Section 4**

In order to be eligible for full vacation pay in a particular year an employee must have received pay in at least thirty (30) different work weeks during the fifty-two week period immediately preceding the employment year in which the vacation would be taken. If an employee did not, he/she shall be entitled to the amount of time shown above based upon his seniority, multiplied by the fraction that is arrived at by the actual number of work weeks in which he/she has worked during the year over the number fifty-two.

**ARTICLE 21 - HOSPITALIZATION AND DENTAL CARE**

**Section 1**

The Authority, being a participant in the New Jersey State Health and Dental Benefits Plan, offers all employees and their dependents benefits under this system. Enrollment shall include the employee's family, as defined by the Plan.

Premiums for these programs shall be paid by the Authority unless such payment policies shall be revised by the State of New Jersey.

**ARTICLE 22 - LICENSE INCENTIVES**

Employees shall be entitled to the following stipends for attaining the following licenses, unless such payments are prohibited by New Jersey State Statute:

C-1	\$750.00	S-1.	\$750.00
C-2	\$1,500.00	S-2	\$1,500.00
C-3	\$2,250.00	S-3	\$2,250.00
C-4	\$3,000.00	S-4	\$3,000.00

The license stipend shall be based on the highest level of license held. The license stipend shall be up to a maximum of \$6,000.00 in the aggregate. The license stipends set for the above shall be paid annually July 1, commencing on, July 1, 2010 on a lump sum basis. All employees who possess a license as defined above as of the current year shall be paid a license stipend.

**ARTICLE 23 - INCENTIVE FOR TRADES**

All employees who qualify for a license in such skilled trades as a plumber, electrician, carpenter, etc. shall be eligible for a stipend by the Authority. The award of that stipend shall be controlled by the needs of the Authority and the prior request of the employee. The amount of the stipend shall be determined exclusively by the Authority, but shall be at the rate less than the stipend paid for: S-3 and C-3 licenses.

## **ARTICLE 24 - EDUCATION & TRAINING / TUITION REFUND**

### **Section 1**

Plant employees shall be reimbursed for the cost of tuition and required text books for classes related to education required pursuant to Article 22 and Article 23. Proof of completion, along with an itemized statement of cost, must be submitted to the Plant Superintendent within ten (10) days of completion in order for an employee to be eligible for the tuition refund plan.

### **Section 2**

Employees taking part in the plan may also request preferential scheduling by the Plant Superintendent if an adjustment of working hours becomes necessary in order for the employee to meet the scheduling of the class. When employees are requested to attend training school for specialized training, the Authority will reimburse the employee for any reasonable expense incurred for transportation, meals, and lodging. Expenses for meals and lodging shall not exceed \$35.00 per day.

## **ARTICLE 25 - PHYSICAL EXAMINATION**

All permanent full-time employees are required to have a comprehensive physical examination when they are hired.

The Authority may request a physical examination of any employee at any time in its discretion. Said physical examination shall be made at the Authority's expense and by a doctor of the Authority's choice.

All employees are required to participate in the NBCUA Drug and Alcohol Screening Program which includes random testing for employees. Penalties for failure of the test(s) or failure to participate in the program are described in the Program which is distributed to each employee.

## **ARTICLE 26 - ON-THE-JOB INJURIES AND DISABILITY INSURANCE**

### **Section 1**

Employees who are injured while working must make an immediate report of such injury to the Supervisor. All injuries, no matter how slight they may be, must be reported within eight (8) hours. All injuries incurred in or arising out of the course of employment shall be subject to Worker's Compensation Law of the State of New Jersey.

### **Section 2**

The Authority shall continue to pay fifty percent (50%) of the premiums (with a fifty percent (50%) co-pay by the employees) for the Monarch Extended Disability Insurance Plan for those employees so enrolled as of January 30, 1989. This benefit shall be provided only to those employees for whom the insurance company agrees to provide coverage.

### **Section 3**

An employee absent because of an injury arising out of his employment shall continue to receive his wages as long as the injured employee endorses over to the Authority his/her temporary disability check received by reason of said injury. Such salary continuation shall be up to a maximum of one year from the date of injury. The Group may request an extension beyond the one-year period which may be granted in the sole discretion of the Authority.

## **ARTICLE 27 - PENSION PLAN**

An employee is required to participate in the New Jersey Public Employee Retirement System.

## **ARTICLE 28 - UNIFORMS AND SAFETY EQUIPMENT**

### **Section 1**

Clean uniforms, rain gear, boots, gloves, and safety shoes shall be provided to plant employees where working conditions warrant their use. The Authority will also assist employees with orthopedic problems to obtain reimbursement from the insurance plan for the preparation of orthopedic inserts.

### **Section 2**

Employees are required to wear protective clothing supplied by the Authority.



## **ARTICLE 29 - PRESCRIPTION EYE GLASS REPLACEMENT**

Prescription eye glasses suitable for work that are lost or damaged in the course of work will be compensated for at a rate of 100% of reasonable replacement cost for the lenses and low cost frames. The employee will pay the difference for designer frames. Replacement may be limited to one incident annually, provided the prescription is prepared by a competent professional chosen by the employee and approved by the Authority.

## **ARTICLE 30 - GRIEVANCE PROCEDURE**

### **Section 1**

Any difference that may arise during the term of this Agreement between the parties shall constitute a grievance hereunder.

### **Section 2**

All grievances shall be settled in the following manner:

#### **Step 1**

The grievance shall be discussed verbally between the Delegates of the Group or, when the Delegates are not available, their designated alternate(s) and the immediate supervisor of the affected employee.

#### **Step 2**

If the grievance is not satisfactorily resolved at Step 1, the grievance shall, within no more than five (5) working days (Monday through Friday), from the time the Group or the affected employee knew or should have reasonably known of the event giving rise to the grievance, be reduced to writing, numbered and dated, and forwarded to the Plant Superintendent or his/her designee who will attempt to amicably resolve the issue with one Delegate or, when he/she is not available, his/her (then) designated alternative. Unless resolved, the Plant Superintendent shall answer the grievance in writing. When applicable to an individual, the written grievance must identify the grievant by name(s) and be signed by him/her and the Group. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all employer representatives whose action or failure to act forms the basis of the grievance, the names

of all witnesses, if any, the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. The above is subject to amendment and clarification through the steps of the grievance procedure. If the issue is not satisfactorily disposed of by the Plant Superintendent's answer within ten (10) days, the Group shall have ten (10) working days (Monday through Friday) to request a meeting in writing with the Executive Director or his/her designee.

### Step 3

The matter shall then be discussed among the Delegates of the Group and two management representatives. The Executive Director will within ten (10) working days (Monday through Friday) respond to the grievance in writing. If not satisfactorily resolved at this level, then either party shall have an additional two (2) week period (14 calendar days) within which to file for arbitration, limited however to issues allowed by New Jersey statutes, regulations, reported PERC decisions, and Court decisions affecting public sector employment.

### Step 4

Arbitration shall be initiated by filing a written demand for same with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, with a copy of the written demand being served upon the Executive Director of the Authority. The selection of an arbitrator and the conduct of the hearing shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation. The decision of the arbitrator shall be final and binding on the parties and on the individual grievant.

### Section 3

Any grievance not appealed from one step to the other, within the time limits above set forth, shall be deemed settled on the basis of the previous answer and not subject to further review.

### Section 4

The cost of arbitration shall be borne equally between the parties, provided, however, that the Authority shall not be responsible for any time lost from work by employees who may be called as witnesses in the arbitration, other than the aggrieved employee and a Delegate of the Group. The arbitrator shall only have the power to render an award regarding the proper interpretation,

application, or alleged violation of this Agreement and direct a remedy which makes the grievant whole consistent with the terms of this Agreement. In rendering such an award and remedy, the arbitrator shall not have the power to detract from, add to, omit, or otherwise modify in any way of the terms of this Agreement.

## **ARTICLE 31 - GROUP/MANAGEMENT MEETINGS**

### **Section 1**

There shall be a Group/Management meeting conducted at times mutually agreeable to the parties. These meeting shall be attended by the Executive Director or his/her designee and a delegate of the Group or his/her designee. The delegate or his/her designee shall attend these meetings without pay. The purpose of these meetings is to deal with various employer/employee relations problems in an effort to amicably resolve them before they become formal grievances. The Authority reserves the right to suspend these meetings if the Group attempts to use them to circumvent the grievance/arbitration procedure, or to undermine and/or amend this Agreement. Moreover, the Group agrees that the Authority is under no obligation to discuss the subject matter of these meetings at any time other than the scheduled meetings.

It is the Group's responsibility to contact the Executive Director to arrange a mutually agreeable schedule for these meetings. Unless otherwise agreed, these meetings are to be conducted between 8:00 a.m. and 5:00 p.m., Monday through Friday, at times when the delegate of the Group or his/her designee is not scheduled to work.

### **Section 2**

The Northwest Bergen County Utilities Authority and the Non-supervisory Employees Group recognize that it is in the mutual interest of the Authority and its employees to enhance workplace safety. Accordingly, the parties agree to establish a Safety Committee which shall meet on no less than six (6) occasions during a twelve (12) consecutive month period at times and places mutually convenient to the parties. The foregoing safety meetings shall be conducted in accordance with Section 1 of this Article.

## **ARTICLE 32 - DISCHARGE AND DISCIPLINE**

### **Section 1**

The Authority retains the sole right to discipline or discharge employees for cause. Cause for such action shall include, but shall not be limited to, the following:

- a. proven theft of Authority or employee property;
- b. possession of or being under the influence of alcoholic beverages or non-prescribed drugs on company property;
- c. calling or participating in an unauthorized walkout, job action, or strike;
- d. proven assault or fighting while on company time;
- e. proven deliberate damage to company property;
- f. excessive absenteeism or tardiness;
- g. immoral or indecent conduct;
- h. insubordination or failure to follow instructions;
- i. falsification of records;
- j. abusive behavior toward coworkers or supervisory personnel;
- k. punching other employees' clock cards;
- l. violation of safety rules;
- m. smoking in areas where smoking is prohibited;
- n. gambling on company premises;
- o. leaving post without permission of the supervisor;
- p. leaving post before the relief shift or person has arrived;
- q. failure to fully perform job duties whether or not in response to a direct instruction (including failure to apply knowledge expected of an advanced license holder when the employee is receiving a license incentive);
- r. any other sufficient cause including conduct on the part of any employee of such nature as to disturb the harmonious relations between the Authority and the Group

## **Section 2**

Notice of appeal from discharge must be made to the Executive Director, in writing, within five (5) working days (Monday through Friday) from the date of the discharge.

## **Section 3**

The inadvertent failure to discipline or discharge in any particular instance shall not be deemed a waiver of the Authority's right with respect to future instances, or as a precedent for other instances involving the same or other employees or conduct.

#### **Section 4**

All employees are required to give two (2) weeks notice to the Executive Director or his/her designee prior to their voluntary termination of employment. This notice shall be a condition precedent to the employee's entitlement to any unused and accumulated vacation or sick leave.

### **ARTICLE 33 - PROBATIONARY PERIOD**

#### **Section 1**

Employees shall be deemed probationary during the first ninety (90) work days of their employment. During the probationary period, an employee can be discharged for any reason which need not be stated by the Authority, and in such event, the employee shall not have resort to any provisions of this Agreement nor to the grievance procedure.

#### **Section 2**

With respect to employees hired as temporary replacements for full-time employees out of work on an authorized leave of absence, medical or otherwise, the probationary period may be extended by the Authority, upon written notice to the Group prior to the expiration of the probationary period, for additional unlimited periods of ninety (90) days duration, each subject to extension as provided herein.

### **ARTICLE 34 - SUBCONTRACTING**

Nothing in this Agreement shall be interpreted to restrict the right of the Authority to contract for services of independent contractors, nor shall this Agreement be interpreted to restrict the right of the Authority to employ specialists from outside the bargaining unit.

### **ARTICLE 35 - LONGEVITY**

#### **Section 1**

Employees hired on or after July 1, 1984 will not be entitled to any longevity benefit. Collective Bargaining Agreement Employees hired before July 1, 1984, shall continue to receive longevity benefits. Percentage longevity benefits for those employees shall be calculated at the rate of six (6) percent against the base salary he or she was earning on June 29, 1984.

## **ARTICLE 36 - FULLY BARGAINED STATEMENT**

### **Section 1**

It is acknowledged that during negotiations which resulted in this Agreement, the Group had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Group agrees that the Authority shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. It is specifically understood that this contract reflects the entire Agreement between the parties, and unless a term or condition is specifically set forth herein, it shall not constitute a term or condition of employment.

### **Section 2**

The parties acknowledge that a determination has been made rendering New Jersey Civil Service statutes and regulations inapplicable to the Authority and the parties agree that if a determination is thereafter rendered subjecting the Authority to the jurisdiction of the New Jersey Department of Personnel which increases any cost or modifies any term or condition of employment under this Agreement, the parties shall reopen this Agreement for renegotiation of affected terms or conditions.

The parties further acknowledge that the Authority and its employees as participants in the New Jersey Public Employees' Retirement System (PERS) are subject to regulations adopted by the New Jersey State Legislature and that certain benefits described in this Agreement may not be available to those who are not employees of the Authority at the time this Agreement is executed.

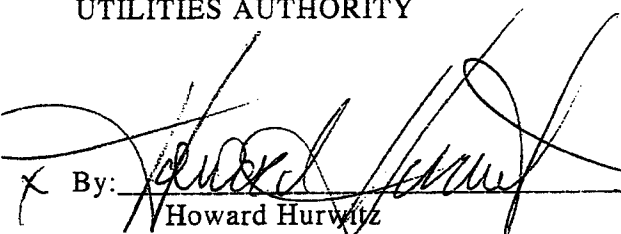
**ARTICLE 37 - TERMINATION**

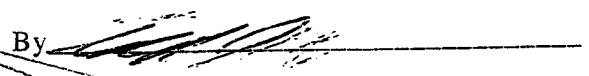
This contract shall be retroactive to and remain in effect from July 1, 2009 through June 30, 2014

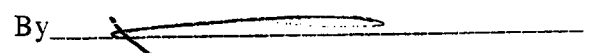
and so long thereafter as the law requires.

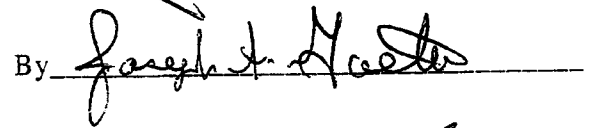
NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

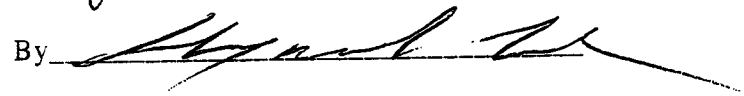
NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY NON-  
SUPERVISORY EMPLOYEES GROUP

X By:   
Howard Hurwitz  
Executive Director

By: 

By: 

By: 

By: 

By: 

By: 