

931

A G R E E M E N T

By And Between

U.F.C.W., LOCAL 1360

Affiliated With

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION

And

WATERFORD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

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EFFECTIVE DATE: January 1, 1992
EXPIRATION DATE: December 31, 1994

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 25 1992
RUTGERS UNIVERSITY

A G R E E M E N T

This Agreement shall govern the performance of the following tasks and jobs by the Employer and its' employees with the following titles:

Secretary - Payroll Clerk

Billing and Bookkeeping

Assistant Operator

and all other non-supervisory workers employed by the Authority.

ARTICLE I - UNION SHOP

This Agreement shall become effective this first day of January, 1992 and shall remain in full force and effect to midnight December 31, 1994 (3 year date), and from year-to-year thereafter unless modified or terminated in the manner provided for in this Agreement. Either party seeking to change or terminate this Agreement must send written notice hereto to the other party on or before sixty (60) days prior to the expiration of this Agreement.

2. When notice of changes is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached, in the manner of such changes, the original provisions shall remain in full force and effect.

This Agreement shall be subject to amendment, at any time, by mutual consent of the parties hereto. Any such amendments agreed upon, shall be reduced to writing, signed by the parties hereto and approved by the International office of the Union in the same manner as this Agreement.

3. All employees, as a condition of employment, shall pay or tender to the Union, periodic union dues applicable to members or an initiation fee pursuant to the rules and regulations of the Public Employment Relations Board, as the same may exist or be amended.

4. The Employer shall collect through payroll deduction in the amount certified by the Secretary-Treasurer of the Union, regular union membership dues, the case of a member equivalent to 85% in the case of non-member hereto, in accordance with an authorization signed by the employee and shall pay over to the Union monthly, the total amount of monies thus deducted. Employee authorization for such deduction shall be executed on a payroll deduction form.

Deductions for such amounts, shall be made from the wages paid to employees, each payroll week. When sufficient pay is not available in any payroll week, they shall be deducted when pay is sufficient in any succeeding payroll week-ending in the same month or the following month, but not thereafter.

The Employer shall furnish the Union monthly, a record of the total amounts deducted, together with an alphabetic duplicate listing of the names and addresses of the employees from whose pay deductions were made.

5. A non-bargaining unit employee, shall not perform any bargaining unit work, except in case of emergencies.

6. U.F.C.W. Local 1360 will notify the Authority, in writing, of the names of its' employees who are designated to represent employees under the grievance procedure. Employees so designated by the Local Union will be permitted to confer with other representatives, employees and with Authority representatives regarding matters of employee representation during work hours or at a specifically designated time, without loss of pay.

Agents of the Union, who are not employees of the Employer, will be permitted to visit with employees during working hours, at their work stations, for the purpose of discussing union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress. The Local Union must notify the Authority of the names of the representatives. No more than one (1) agent is to be designated for each facility during working hours to discuss Union matters with employees at their work stations, unless they first receive permission from the Authority or his agent.

When a steward of the Local is scheduled by either of the parties hereto, to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay or be charged for sick leave. In the application of the fore-going, it will be limited to the use of one (1) employee for grievance, conference or meetings, and one (1) person for negotiations.

7. There shall be no stoppage of work by strike or lockout because of any proposed changes to this Agreement, or dispute over matters relating to this Agreement. All such matters must be handled as herein stated.

8. Within ten (10) days from the signing of this Agreement, the Employer shall provide the Union with a list of employees specifying their birth date, identification number (if any), seniority date, job title, job level and rate of pay. On an ongoing basis thereafter, the Employer shall provide the Union with a notice of any permanent change in any part of that list within five (5) working days of the effective date of the change.

9. The Authority shall give written notification, to the Union, when an employee is being suspended or terminated. The notification shall be submitted to the Union at the same time written notice is given to the affected employee and shall indicate the extent and reason for disciplinary action.

ARTICLE II - GRIEVANCE PROCEDURE

1. A grievance shall be any difference of opinion, controversy or dispute, arising between the parties thereto involving interpretation or application of any provision of the Agreement.

2. A grievance shall be processed as follows:

STEP 1: The grievant and the steward shall take the matter up with the immediate supervisor of the employee(s) involved no later than five (5) working days after the occurrence. The supervisor shall give his answer within three (3) working days to the aggrieved and the steward.

STEP 2: If the grievance is not settled by the preceding step, then the Local representative shall take the matter up with the department head or the director within ten (10) working days and answer shall be given within three (3) working days.

STEP 3: IN lieu of submitting the grievance to the Civil Service Commission, the aggrieved may resort to the remedies of this step. Local 1360 or the Authority shall have the right to submit the unresolved grievance to binding arbitration; however, the action must be initiated within thirty (30) days of the time the answer was received or considered due in Step 2. Either party may make written application to the New Jersey State Board of Mediation requesting that an arbitrator be appointed to hear the grievance and make a final determination. The decisions shall be binding on the parties to the dispute.

3. The cost, fees and expense for having a grievance arbitrated, shall be shared equally by Local 1360 and the Authority. It is agreed that any arbitrator appointed pursuant to this Agreement may not, in any way, alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties to this Agreement.

No disputes arising out of any questions pertaining to the renewal of this Agreement, or pertaining to the terms of any renewed agreement, shall be subject to the arbitration of this Article.

In the event an arbitrator shall award retroactive pay to the aggrieved employee(s), it is agreed that the wages and employee(s) may have earned elsewhere during the period covered by the award, shall be deducted from same.

ARTICLE III - SENIORITY

1. Seniority is defined as an employee's total length of service with the Employer, beginning with his/her original date of hire.

2. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

3. If a question arises concerning two (2) or more employees employed prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first named first preference, etc.. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employees last name.

4. The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the representative, upon request.

5. Except where New Jersey Civil Service statutes require otherwise, in all cases of promotions, transfers, demotions, layoff, recall, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greater amount of seniority shall be given preference, provided he/she has the ability to perform work involved.

6. If a vacancy shall occur, and the Authority desires to fill it in any job classification, the Authority shall post a notice on the bulletin board of such vacancy, and the necessary qualifications to fill the same for a period of five (5) working days during which time any qualified employee may submit a written bid for such vacancy.

ARTICLE IV - LAYOFF PROCEDURE, SEVERENCE PAY, RECALL

1. In the event that the Employer shall desire to reduce the staff, he shall first notify the Union of his intent. Employees shall be laid off in inverse order of seniority according to classification, so long as the employees who are not laid off are qualified (definition of qualification is by mutual agreement; absent to mutual agreement, normal layoff procedure will apply) to perform the available work. Personnel who are laid off shall be given at least five (5) working days notice of pay, in lieu of notice, as well as all unused vacation credits accrued prior to such layoff. When new employees are hired, they will fall into normal seniority for all purposes. Disagreements on the qualifications of an individual are subject to the Grievance Procedure.

2. Any employee who is laid off or who is discharged for other than misconduct, shall receive, upon the effective date of such layoff, severance pay as follows:

<u>TOTAL SERVICE WITH EMPLOYER</u>	<u>NUMBER OF WEEKS PAY</u>
0 - 1 Year	-
1 - 2 Years	1 Week
2 - 3 Years	2 Weeks
3 - 4 Years	3 Weeks
4 - 5 Years	4 Weeks
Over 5 Years	5 Weeks

3. After such layoff, should the Employer desire to employ additional personnel in that job classification, he shall first be required to recall, in order of seniority, all personnel who have been previously laid off. The Employer shall notify the Union of the desire to employ additional personnel and shall notify those in layoff status in accordance with provision of this section. The failure of any employee to return to the employ of the Employer within one (1) week of notice to the said employee, shall permit the Employer to consider that such employee has forfeited all recall rights, and all obligations to such individuals are terminated. Upon re-employment, each employee shall be granted all rights and benefits, in accordance with the current agreement.

ARTICLE V - WAGES

1. The pay scale for all employees covered by this Agreement, shall be set forth in schedules shown as Exhibit "A", which are attached to this Agreement. New or additional employees to be hired during the term of this contract shall be governed by the pay scale as set forth in such schedule. The lowest rate established for each classification shall be the hiring rate.

The salary authorized under this Agreement shall be interpreted as exclusive of any longevity pay, authorized pursuant to statute.

ARTICLE VI - OVERTIME AND HOURS

1. Overtime refers to any time worked beyond the regular hours of duty.

2. Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:

- a. All work performed in excess of the employee's regular hours of duty in any one week.
- b. All work performed on Saturdays.
- c. Those employees whose regular scheduled shift of duties requires them to work on a holiday shall receive time and one half (1-1/2) the employee's regular hourly rate of pay for the hours worked on that holiday, plus the holiday pay.

3. Double time (2x) the employee's regular hourly rate of pay shall be paid for work under the following condition:

- a. All work performed on Sundays.

4. Salaried employees shall take compensatory time in lieu of cash. (One meeting per month).

5. Overtime work shall be distributed equally among employees within the same classification.

6. Overtime shall be paid currently, or at least no later than the second pay period after overtime as served and if overtime pay has been agreed upon. If an hourly employee chooses compensatory time, it will be computed as above.

7. All compensatory time will be with the approval of the Supervisor. Employer agrees to give employees reasonable notice when overtime is required so as not to create a hardship on the employee.

a. Employees who accumulate 200 hours of compensatory time may have the option of taking compensatory time or selling back excess at the end of the year.

8. When an hourly employee is called in from home for work after the termination of his/her regular shift, he shall receive no less than four (4) hours pay at the applicable rate or time and one half (1-1/2), whichever is greater.

9. The regular scheduled workweek shall consist of five (5) consecutive days (Monday through Friday) inclusive, unless changed by mutual agreement.

10. The regular starting or quitting times of work shifts will not be changed without reasonable notice to the affected employee and without first having discussed such changes and the needs for same with the Local Union.

11. The regular work hours for the Authorities clerical workers shall be 9:00 a.m. to 4:00 p.m. with one (1) hour for lunch.

The operation hours will be from 7:30 a.m. to 4:00 p.m. with one (1) hour for lunch.

ARTICLE VII - HOLIDAYS

1. The following holidays are recognized as paid holidays when celebrated as holidays:

New Year's Day	President's Day	Good Friday
Memorial Day	Fourth Of July	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day	General Election Day	Martin Luther
Day After	One (1) Employees	King's Birthday
Thanksgiving	Day	

2. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday, shall be celebrated on the following Monday.

3. When the M.U.A. Committee declares a holiday for all employees, it shall be treated as a regular holiday under this Agreement.

ARTICLE VIII - VACATIONS

1. All full-time employees in the M.U.A. service, shall be entitled to the following annual vacation with pay:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
Date of employment to 1 year	1 day per month - maximum days
1 year to 3 years	11 days per year
4 years to 9 years	16 days per year
10 years to 14 years	21 days per year
15 years to 19 years	26 days per year

a. Any employee with less than one (1) year of service shall not take any vacation days accrued until at least six (6) months of service has passed unless special permission is granted by the Employer and the Union.

b. Temporary full-time employees shall be entitled to vacation leave to the same extent such leave is provided for permanent employees. Permanent part-time employees shall receive vacation leave on a prorated basis, in accordance with the above schedule.

2. When in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall be accumulated for one (1) year with approval of the Authority, which shall not be unreasonably withheld.

3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at a given time, the employee with the greatest seniority (as it relates to total years of service with the Employer) shall be given his/her choice of vacation periods.

4. Years of service are determined by the anniversary date of employment.

5. If a holiday occurs during the workweek in which vacation is taken by an employee, the day shall not be charged to annual vacation leave and shall be taken at another date, at the employee's option.

6. An employee who becomes ill during his/her vacation will not be charged vacation leave but rather sick leave for the period of illness provided he/she furnishes proof of such illness to the Employer upon his/her return to work. Unused vacation may be carried over for a period of one (1) calendar year if approved by the Authority.

7. Upon separation from employment for any reason, an employee shall receive payment for all vested but unused vacation entitlement.

ARTICLE IX - PERSONNEL PRACTICES

1. Any employee whose job performance or conduct becomes subject to evaluation, shall have the right to participate in review of such an evaluation, and grieve same. Evaluation of any employee, shall be signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation.

2. Employees may inspect the contents of their personnel file under the following terms and conditions:
 - a. They must make an appointment with the Supervisor or designee
 - b. Nothing may be removed from the file.
 - c. Nothing may be written by the employee on any papers in the file.
 - d. The review must be conducted within the presence of representatives of the Authority and the Union.
 - e. Copies of any portion of the personnel file may be made at the expense of the employee.

ARTICLE X - LEAVES OF ABSENCE

Leaves of absence for employees shall be granted as provided in Civil Service statutes and rules and regulations, except as otherwise set forth herein.

1. Military Leave Of Absence - - A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for a period of such service, and three (3) months hereafter and as further prescribed in Rule 4:1-17.3 of Civil Service Rules and Regulations.

2. Emergency and Special Leave - - An employee shall be given time off without loss of pay when:

a. Performing Jury Duty: In court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.

b. When subpoenaed to appear as a witness and not a party before any court, legislative committee, judicial or quasi-judicial body or an arbitration proceeding.

c. Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor, President or Governing Body.

d. Any appearance on the employee's own behalf in respect to disputes between the Employer and the employee under Civil Service Law or arbitration proceeding.

3. Conventions - - Any employee who is a duly authorized representative of the organization listed in N.J.S.A. 38:23-2, or any amendment thereto, shall be granted leave of absence with pay for the purpose of traveling to and from and attending any state or national convention of said organization. Pay treatment to include salary, travel, expenses, meals and lodging.

4. Bereavement - - A leave of absence with pay up to five (5) working days shall be granted an employee desiring such leave because of death in the immediate family as herein defined; mother, father, spouse, child or stepchild, three (3) working days in the case of grandmother, grandfather, grandchildren, mother-in-law, father-in-law, brother, sister, and all relatives of the employee residing in the employee's household.

5. Personal Leave Days - - All full-time employees shall be entitled to three (3) days, unpaid personal leave days each, after the first year of such full-time employment for personal reasons.

Written requests for personal leave must be submitted to the employer five (5) days in advance for approval, which approval shall not be unreasonably withheld.

6. Maternity Leave - - Employees shall be eligible for maternity leave.

All permanent employees of the Employer who become pregnant shall be granted childbirth (maternity) leave and all provisional employees who become pregnant may be granted childbirth (maternity) leave upon request as follows:

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave of absence at least two (2) weeks in advance, if circumstances permit. Such leaves shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee and at the discretion of the Employer, maternity leaves may be extended or renewed for a period not to exceed twelve (12) months.

b. In no case shall the employee be required to leave prior to childbirth unless performance of work is no longer satisfactory to perform the duties of her position. Such determination shall be made by a physician.

c. While an employee is on maternity leave, the duties of the position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a temporary employee.

ARTICLE XI - SICK LEAVE - PAY ALLOWANCE

Permanent employees in the M.U.A. service shall be entitled to the following sick leave of absence with pay:

1. One (1) working day sick leave with pay, for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. Part-time permanent employees shall be entitled to sick leave pro-rated. If any employee requires none or a portion only of allowable sick leave, for any calendar year, the unused leave shall not accumulate from year to year. Instead, employees will receive payment annually for any or all unused sick days. Sick leave, for the purpose herein, is defined to mean absence of any employee from duty because of personal illness or injury, by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of such employee.

2. If any employee is absent for three (3) consecutive working days for any of the reasons set forth in the above rule, the M.U.A. shall require acceptable written evidence on the form prescribed. The nature of the illness and length of time the employee was or will be absent should be stated on a doctor's certificate.

3. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave herein above set forth, shall notify the office by 10:00 a.m. of the day of the intended absence.

4. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the County Health Department.

ARTICLE XII - INSURANCE

1. The Employer agrees to remit to the U.F.C.W. Eastern States Health & Welfare Fund for each employee herein defined as follows:

<u>EFFECTIVE</u>	<u>FAMILY</u>	<u>SINGLE</u>
January 1, 1992	\$732.21	\$302.56
January 1, 1993	M.O.B.	M.O.B.
January 1, 1994	M.O.B.	M.O.B.

Effective April 1, 1989, new benefits Chiropractic, Podiatry and Employee Member Assistance Program.

2. Workers' Compensation, Social Security Insurance - - for all employees covered by this Agreement. The Employer shall carry Workers' Compensation Insurance, Social Security and other protective insurance, as may be required by law, both Federal and State.

3. The Authority reserves the right to seek and acquire an alternate comparable medical insurance plan for the employees should the above referenced insurance premium exceed that which the Authority considers a reasonable increase.

ARTICLE XIII - PENSION

Continued as is.

ARTICLE XIV - WORK RELATED DISABILITY

Any employee who is disabled because of occupational injury or disease shall be granted a leave of absence with pay. Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of Workmens'

Compensation award under the New Jersey Workmens' Compensation Act for temporary disability with no charge against accrued sick or vacation time. Such leave shall not be granted beyond one (1) year from the date of injury or illness unless specifically approved by the governing body.

ARTICLE XV - WORKING CONDITIONS

1. Supplemental Pay - - There shall be paid as part of the salary for persons in the classified service, who terminated their employment in accordance with the retirement program of the Authority, or who have passed away while in the Authority employment, in addition to their normal salary or wage, an additional sum which will be based on the number of years of service and at the said regular rate then existing for the title and increment level of such persons according to the following schedule:

- a. 1 year but less than 3 years - 1 full week's pay.
- 3 years but less than 7 years - 2 full weeks pay.
- 7 years but less than 10 years - 3 full weeks pay.
- 10 years or more - 4 full weeks pay.

2. Reimbursement For Use Of Personally Owned Vehicle -

Employees requiring travel in the pursuit of proper and necessary Authority business who are required to use their personal vehicle shall be reimbursed twenty cents (\$.20) per mile plus reasonable out of pocket expenses. When personal vehicles are used, employee must have liability coverage on it. When Authority vehicles are available, they will be used.

3. Clothing Allowance - - Those employees who as a requisite of employment are required by their Employer to wear special clothing, such uniforms shall be paid by the Employer. The allowance shall not exceed \$100.00 per year.

4. Bulletin Board And Lunch Area - - The Employer shall provide a bulletin board situated in a conspicuous area for the employees benefit, along with a suitable clean area to eat lunch.

5. Safety And Health - - The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to assure their safety and health.

6. Non-Discrimination - - The Employer agrees that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color or creed, national origin, political affiliation/activity, union activity or private conduct which does not interfere with the employee's ability to perform his/her duties, which is permissible under the law.

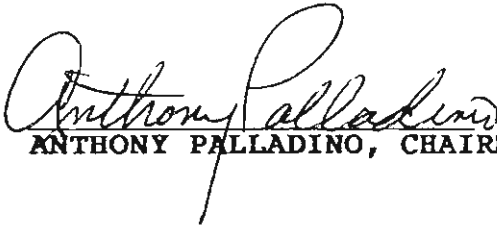
ARTICLE XVI - LONGEVITY

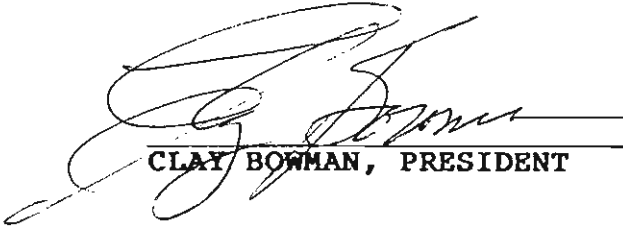
Effective January 1, 1993, all employees shall receive longevity pay in accordance with their length of service as of cut off date May 31, 1993. Payment of longevity will be June 1, 1993:

After completion of 5 years - 1%
After completion of 7 years - 1.5%
After completion of 10 years - 2%
After completion of 15 years - 2.5%
After completion of 20 years - 3%

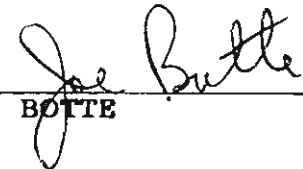
WATERFORD TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY, NEW JERSEY

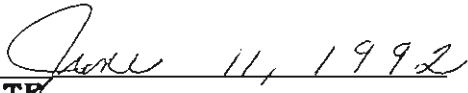
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1360


ANTHONY PALLADINO, CHAIRMAN


CLAY BOWMAN, PRESIDENT


FREDRICK HOLTON, VICE CHAIRMAN


JOE BOTTE


DATE

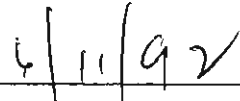

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EXHIBIT "A"

WAGES

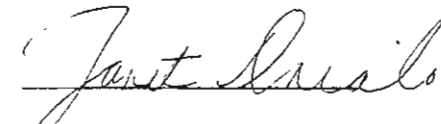
Commencing January 1, 1992 through December 31, 1992 -
Six (6%) percent over 1991 base salary.

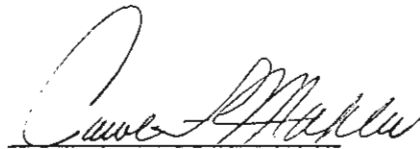
Commencing January 1, 1993 through December 31, 1993 -
Five (5%) percent over 1992 base salary.

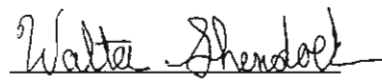
Commencing January 1, 1994 through December 31, 1994 -
Five (5%) percent over 1993 base salary.

As per agreement, Walter Shendock's hourly rate shall be increased from \$8.76 to \$9.76.

The undersigned three employees of the Waterford Township Municipal Utilities agree to the three year contract with the United Food and Commercial Workers Union, Local 1360 commencing January 1, 1992 through December 31, 1994.


JANET DRIALO


CAROL MAHLER


WALTER SHENDOCK