

Contract no. 7666

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CONTRACT

BETWEEN

THE POMPTON LAKES BOROUGH MUNICIPAL UTILITIES AUTHORITY

AND

LOCAL NO. 418 - I.B.T.

JUNE 1992

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POMPTON LAKES BOROUGH
MUNICIPAL UTILITY AUTHORITY

PREAMBLE

THIS AGREEMENT made this 1st day of June, 1992 by and between THE POMPTON LAKES BOROUGH MUNICIPAL UTILITIES AUTHORITY, a public employer of the State of New Jersey (hereafter referred to as the "Authority") and LOCAL NO. 418 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a labor organization, located at 139 Van Winkle Avenue, in the city of Garfield, County of Bergen, and State of New Jersey (hereafter referred to as the "Union"), represents the complete and final understanding of the parties on all bargainable issues.

ARTICLE I
RECOGNITION

- A. The Authority recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of the members of the bargaining unit, which shall be defined as follows: all professional and non-professional non-supervisory regular full-time and regular part-time employees performing laboratory operations and maintenance functions employed by the Authority, but excluding all supervisors, as defined in the "Act", foreman, superintendents managerial executives, clericals, confidential employees, security personnel, casual summer employees, staff engineer and all other employees of the Authority.

ARTICLE II
PROBATIONARY PERIOD

- A. During the first sixty (60) days of continuous employment, an employee shall be considered a probationary employee, and the Authority may terminate his employment within that time without challenge by either the employee or the Union and without resort to any grievance procedures or any other hearing procedure.
- B. Employees may become dues-paying members of the UNION after sixty (60) days of employment
- C. No benefits of this contract shall apply to probationary employees with the exception of those specifically mentioned and with the exception contained in paragraph D of this article.
- D. Probationary employees may accumulate all types of leave, but may not use any until the completion of the probationary period.

ARTICLE III
DUES CHECKOFF AND INDEMNIFICATION

- A. Upon receipt of proper written authorization, the Authority shall deduct Union dues on a pro-rata basis and shall remit the monies collected to the Union once each month.
- B. The Union agrees to indemnify, defend and hold and save the Authority harmless from any cause of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this clause.
- C. If the rate of dues should change, the Union shall provide the Authority with ninety (90) days advance notice of such change.
- D. Assignees shall have no right or interest whatsoever in any money authorizedly withheld until such money is actually paid over to them. The Authority or any of its officers and employees shall not be liable for any delay in carrying out such deductions by mail to the assignee's last known address. The Authority and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE IV
UNION SECURITY

- A. Upon the request of the Union, the Authority shall deduct a representation fee from the wages of each employee who is a member of the bargaining unit but who is not a member of the Union.
- B. These deductions shall commence sixty (60) days after the beginning of employment in the unit or ten (10) days after cancelling their membership in the Union.
- C. The amount of said representative fee shall be certified to the Authority by the Union within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its members.
- D. The Union agrees to indemnify and hold the Authority harmless against any liability, cause of action, or claims of loss, whatsoever arising as a result of said deductions.
- E. The Authority shall remit the amounts of deducted to the Union in a similar manner to which it remits regular dues, fees and assessments of members of the Union.

- F. The Union shall establish and maintain at all times a demand and return systems as provided by N.J.S.A.34:13A-5.5 (L. 1979 c 477) and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Authority shall immediately cease making such deductions.
- G. This article shall become effective as soon as practicable after signing of this agreement.

ARTICLE V
MANAGEMENT RIGHTS

- A. The Authority hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the laws and constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees;
 2. To suspend, demote, discharge or take other disciplinary action for just cause;
 3. To establish a code or rules and regulations of the Authority for the operation of the Authority;
 4. To make all decisions relating to the performance of the Authority's operation and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
 5. To establish any new job classifications and job content and qualifications;
 6. To determine the work performance levels and standards of performance of the employees;
 7. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
 8. To change, modify or promulgate reasonable rules and regulations;

9. To assign work as it determines will benefit the Authority and/or the public it serves;
 10. To enact any employee's "operating State License" when so needed to come into compliance with State and Federal Regulations. Said employees understands and accepts this enactment and all of its attached liability upon receipt of the License Bonus listed in Article XXII of this contract.
- B. The exercise of the forgoing powers, rights, authority, duty or other responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A. 40A:14A or 14B (the Sewerage Authority Law) or any other national, state or local laws or ordinances.

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

ARTICLE VI NO-STRIKE PLEDGE

The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or any person, acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.

In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action.

Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both in the event of such breach by the Union or any of its members.

In the event of activity aforementioned, the Authority shall cease making deductions under the "dues deductions" clause herein.

ARTICLE VII GRIEVANCE PROCEDURE

A. DEFINITIONS

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting the terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union, at the request of any such individual or group (hereafter referred to as the "grievant").

B. PURPOSE

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

C. PROCEDURE

Step 1: An employee with a complaint shall within five (5) working days, first discuss the matter with his immediate Supervisor and Shop Steward. No complaint will be considered after this time period except at the discretion of the Authority. In this discussion, the persons involved shall make

an earnest effort to resolve the matter. The Supervisor shall make whatever additional investigation is necessary and shall give his answer as soon as practicable, but within three (3) working days. It is agreed that most complaints should be settled at this step.

Step 2: If the employee is not satisfied with the answer to Step 1, he shall then reduce his complaint to writing within five (5) working days. The employee and/or his chosen representative shall submit the written grievance to the Executive Director who, in turn, shall submit to the Employee a written answer to the grievance within five (5) working days.

Step 3: If the decision at Step 2 is not satisfactory to the employee, he may appeal, in writing, to the Personnel Chairman of the Authority, within ten (10) working days after receiving the decision of Step 2. Upon receipt of such appeal, the Personnel Chairman will investigate the grievance and make an effort to resolve it to the satisfaction of all parties. Prior to denying any grievance at this Step, the aggrieved employee and/or his representative shall be afforded the right to meet and discuss the grievance with the Personnel Chairman. The decision of the Personnel Chairman will be made, but no later than twenty (20) working days after the receipt of appeal from Step 3.

Step 4: An employee's grievance will be considered settled when the complainant ceases to be a regular employee by resignation, or when time limit to appeal to the next step expires. If the Authority fails to answer within the prescribed time limit, the grievance will go to Arbitration, if so requested in writing by the employee. The time limit to petition for Arbitration shall be ten (10) working days after the written answer from Step 3 has been presented to the employee. Arbitration is considered to be outlined in current New Jersey Department of Personnel Law.

If the employee is dissatisfied with the decision of the last step of the grievance procedure, the representative may petition for Arbitration to the New Jersey State Board of Mediation.

The Arbitration fee and expenses shall be borne equally by the parties to this Agreement. The parties to this Agreement shall also share equally the expenses of any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings.

The Arbitrator(s) selected in accordance with the procedure described in this Article shall conduct a hearing at which the facts and agreements relating to the dispute shall be heard.

The written award of the Arbitrator made in accordance with the above Arbitration procedure shall be final and binding on the parties of this Agreement.

Discipline - Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension (nature to be given in writing), and discharge.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

ARTICLE VIII
POSTING OF JOB VACANCIES

- A. All new and vacant positions within the bargaining unit shall be posted on the bulletin board for a period of seven (7) days. Employees applying for such vacancies shall make a request in writing to the Executive Director.
- B. Employees within the bargaining unit shall be given consideration in applying for job openings covered under this Agreement, provided that such employees, are in the discretion of the Authority, qualified.
- C. If two (2) or more qualified employees and/or outside applicants reply for such a position or promotion, seniority will be considered along with qualifications in determining which of them shall be selected to fill the position. The Authority reserves the right, in its sole discretion, to select the most qualified candidate from within or without the Authority, to fill the position.
- D. Qualifications shall include not only ability and training, but also the Authority's determination as to the suitability for particular shifts.
- E. Employee's may apply for positions only during the posting period.
- F. If promoted, an employee shall serve in the new capacity for a ninety (90) day probationary period.
- G. It shall be the exclusive determination of the Authority whether to advertise job vacancies or new positions to the general public.

ARTICLE IX
SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principle of classification seniority in all cases of layoffs and recalls. In all cases, however ability to perform work in a satisfactory manner and qualifications will be considered equally to seniority in designating the employee to be affected.
- B. The seniority of an employee is defined as the length of continuous un-interrupted service in their classification dating back to his last date of hire within his classification.
- C. In the event of layoffs and rehiring, the last person hired in a classification shall be laid off and the last person laid off in a classification shall be the first to be recalled in accordance with this seniority, provided in the judgement of the Authority, the more senior employee is able to do the available work in a satisfactory manner, and provided that he has the proper qualifications.
- D. When job vacancies within the bargaining unit or whenever bargaining unit positions are created, the Authority shall first attempt to make promotions or transfers from its regular employees. Considerations for such promotions or transfers shall be based upon ability to perform work and qualifications, as well as upon seniority, and if an employee is so promoted or transferred is not deemed qualified after ninety (90) days trial period, the Authority may remove him and re-transfer him to his former position. Nothing herein shall preclude the Authority in exercising its option to seek, and eventually hire, applicants from outside the Authority.
- E. Once per year, the Authority shall prepare and forward to the Union a seniority list of employees indicating classification and effective dates of employment with the Authority.
- F. Seniority shall terminate: when employee resigns, when the employee is discharged for just cause, when the employee is laid off for a period of one (1) year, upon absence without leave in excess of five (5) working days without justifiable reason, and upon failure of an employee to accept recall in accordance with paragraph G of this article.
- G. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Authority record. Recall notice shall not require return to work earlier than one (1) week from receipt of the notice.

ARTICLE X
LEAVES OF ABSENCE

- A. Upon making a timely application, employees may apply to the Authority for a leave of absence without pay for a period not exceeding one hundred eighty (180) days without loss of seniority rights. Extensions for such leave may be granted. Such leaves may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.
- B. Leaves of absence may also be granted hereunder to attend an approved school with a course of study designed to increase an employee's usefulness upon return to services.
- C. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation.
- D. Employees seeking leave of absence without pay shall submit a request in writing, stating the reasons for the leave is desired and the expected return to duty date.
- E. Any employee leaving a position prior to receiving such written authorization by the Authority shall have been deemed to have left said position and abandoned his employment at the Authority.
- F. Failure to return on the anticipated date without proper notice shall be considered a voluntary resignation from the Authority.
- G. The Authority shall have sole discretion in matters of leave of absence and each decision shall be on its own merits. In no event shall the decision whether or not the leave be preferential as to any other decision regarding the leave.
- H. Probationary employees shall not be eligible for leaves of absence under this Article.

ARTICLE XI
MILITARY LEAVE

- A. Military leaves shall be provided in accordance with applicable law.

ARTICLE XII
SICK LEAVE

- A. All employees covered by this agreement shall be granted sick leave with no loss of regular straight time pay of one (1) working day for each month of service (to a maximum of twelve (12) days per year).
- B. Sick leave may be utilized only for bona fide illnesses, accident or exposure to contagious disease which necessitates absence from work. A certificate by an attending physician may be required after the third consecutive sick day used in any year, at the discretion of Management. Management may require proof of illness sooner for good cause.
- C. In the event of the absence of an employee, such employee shall notify the Authority as soon as he knows he will be absent, but in no event less than two (2) hours prior to his scheduled shift. Such employee shall call prior to his scheduled work shift for each subsequent day during which a sick day will be taken.
- D. Unused sick days may accumulate from year to year.
- E. Failure to report absences properly shall be deemed grounds for refusal to grant sick leave or for disciplinary action.
- F. Sick leave may be used in minimum half day blocks only.

ARTICLE XIII
REPORTING ACCIDENTS

- A. Any employee involved in an accident shall report said accident and any physical injuries sustained as soon as reasonably possible.
- B. When required by the Authority, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Authority time, on forms furnished by the Authority, and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE XIV
VACATIONS

A. Vacations shall be provided to members of the bargaining unit in accordance with the following schedule:

1st Year	1 day per month
Up to 5 Years	12 working days
5 to 10 Years	17 working days
10 to 15 Years	20 working days
15 to 20 Years	25 working days
Over 20 years	1 day additional for each year to a maximum of 30 years (maximum 30 working days).

B. Vacation entitlement shall be calculated on a calendar year basis and shall be based upon the portion of the previous year which the employee was actively employed by the Authority.

C. Employees will have the ability to carry-over up to five (5) days of unused vacation days into the following calendar year only.

D. Employees who leave the Authority for whatever reason, are entitled to reimbursement for all unused vacation time earned. Probationary employees who are dismissed or voluntarily leave during their probation period are not subject to reimbursement. Reimbursement will be paid at a rate of regular pay.

ARTICLE XV
BEREAVEMENT LEAVE

A. In the event of death in the immediate family, i.e. father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, brother-in-law, sister-in-law, the number of days leave granted with pay for this purpose shall be limited to three (3) working days. In addition, employees may attend funerals for other close relatives related by blood or marriage and shall be granted two (2) days leave (not charged to sick).

ARTICLE XVI
JURY DUTY

A. Employees called for jury duty shall be granted leave with straight time pay for a maximum of two (2) weeks.

- B. If an employee is required to serve on jury duty, such an employee shall be required to notify the Executive Director or his designee in writing at least two weeks in advance where possible and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty with four (4) hours or more remaining in the work day, employees shall report for work for the duration of the work day.
- C. Jury duty on an unscheduled work day shall not be paid for by the Authority.
- D. Monies received by the employee for serving on jury duty shall be retained by the employee in addition to pay received by the Authority.

ARTICLE XVII
HOLIDAYS AND PERSONAL TIME

- A. All employees of the bargaining unit shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day (observed)	Election Day (National)
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Day After Thanksgiving Day
	Christmas Day

- B. Employees who are required to work on such holidays shall receive two times their regular rate of pay plus regular holiday pay. Additionally, employees shall receive one-half (1/2) day paid holiday on Christmas Eve and one-half (1/2) day paid holiday on New Year's Eve subject to a decision by the Authority as to what employees must work on Christmas Eve and New Year's Eve in order to maintain operation of the plant. Employees required to work on such holidays shall receive two times plus the regular holiday rate for any extra hours beyond the regular scheduled number of hours for normal work day.
- C. In order for an employee to receive credit for the one half day holiday on either Christmas Eve and/or New Year's Eve, such employee must work the next regular day following said half-day holiday.
- D. If a paid holiday falls on a Saturday, the preceding Friday shall be considered a holiday. If a holiday falls on a Sunday, the following Monday shall be considered the holiday where employees are on a Monday to Friday scheduled work week.

- E. If a paid holiday falls on a Saturday or Sunday the employees working on said day shall observe the holiday. Those employees who are observing their schedule weekend shall make up the holiday by taking an optional day.
- F. Four (4) personnel days must be used at employee's option upon twenty four (24) hour notice and proper authorization. Each employee is also entitled to a day off on his respective birthday. The Authority will be responsible for monitoring said day of each employee, with the reserved right to deny said day if conditions so call for. If the Authority does deny said employee of said day, the employee will be given a day in replacement of thereof.

ARTICLE XVIII
JOB CONDITIONS

- A. Wash-Up Time: Employees shall be allowed time to wash and put tools away. Employees shall be allowed fifteen (15) minutes for personal wash-up.
- B. Uniforms & Safety Shoes: Each employee shall initial be furnished at least eight (8) sets of uniforms and one (1) matching jacket. The Senior Mechanic and the Senior Water Repairer shall have the option of choosing either a winter jacket or winter coveralls each year. Uniforms shall be cleaned once (1) a week at the expense of the Employer. Gloves and boots shall to be furnished and fitted as needed. Uniforms, gloves and boots shall not be taken home, but must be worn during work hours in accordance with published and enforced rules. The Authority will reimburse for purchase of work shoes for each employee upon approval of the Executive Director. The need for a second pair of steel-toed shoes in any one year must be justified. The steel-toed work shoes must be worn on the job at all times.
- C. Safety & Health: Employees shall receive injections to assure safety and health against disease that can be associated with sewage plant work upon recommendation of a duly licensed physician of the State on New Jersey.

ARTICLE XIX
HOURS OF WORK AND OVERTIME

- A. The work week for all regular employees shall consist of forty (40) hours, five (5) consecutive days, eight (8) hours per day. Employees required to work more than forty (40) hours in any one basic work week shall be paid for such overtime. It is agreed that the Authority may, with advanced notice of one week, schedule any of their shifts to commence earlier or later than the normal starting time.

- B. Overtime shall be distributed as equitably as possible among the employees at the Authority. Employees called in to work for any emergency conditions in excess of their eight (8) hour day shall be paid a minimum of four hours work at a rate of time and one-half, as long as the four hours worked does not overlap with their regular scheduled shift. If there is an overlap the employee will be paid for those hours not covered by his regular scheduled shift at a rate of time and one-half. Emergency call-back time shall be referred to as call back time after the worker has completed his normal eight (8) hours and has gone home.
- C. Overtime records shall be maintained by the Authority with adjustment if necessitated posted every six (6) months, and shall begin anew each January 1st.
- D. For the purpose of this contract, emergency is defined as a condition which necessitates corrective action immediately and which requires that employees be called back to work prior their regular starting time.
- E. Employees shall work overtime when requested to do so, if possible, and failure to work as requested will result in the employee being charged with overtime hours on the overtime distribution records.
- F. Initial assessment of overtime will be based on the most senior employee being offered the first assignment, and thereafter assignments shall be on a rotating basis as per seniority.
- G. Failure of an employee to report to work on an emergency when called will result in disciplinary action. All other overtime will be held on voluntary basis.
- H. Employees working a holiday shall be paid at two (2) times regular rate of pay worked, plus a day's pay for the holiday. Holiday pay shall be at the employee's base rate of pay.
- I. Employees who are asked to work overtime may refuse to do so four (4) times yearly. With regard to overtime assignments that are not refused, employees who wish to trade overtime assignments must report these trades to the Management of the Authority. These trades shall not be used as basis for claiming seventh (7th) work day pay rates.

ARTICLE XX
LONGEVITY PAY

- A. There will be no longevity for those employees hired after June 1, 1989. All employees who presently collect longevity upon the signing of this contract will be reimbursed at their present longevity rate plus one-half (1/2) percent. This sum shall be added to the employees base rate. Once this is done longevity will no longer be applicable at the Authority.
- B. Those employees hired prior to June 1, 1989, but do not presently collect longevity, will be reimbursed for their time towards their longevity at a rate based upon years earned (i.e. 8 years toward longevity will equal 80% of 2% of base rate). This percentage will be added to the employees base rate. Once this is done longevity will no longer be applicable at the Authority.

ARTICLE XXI
BENEFITS

- A. The Authority provides the following coverage:
1. Pension
 2. Disability
 3. Hospitalization (Major Medical)
 4. Life Insurance
 5. Credit Union

ARTICLE XXII
WAGE INCREASES

- A. Hiring rates will be set by the Authority at their discretion. The existing employees, not under probation, are entitled to the following increases:

Effective June 1, 1992 - \$1,300.00
Effective June 1, 1993 - \$1,400.00
Effective June 1, 1994 - \$1,500.00

These increases are considered flat rate increases and the dollar amounts listed above will be added to the base salary of each employee entitled to an increase on the said date of each respective year.

- B. In addition to their normal wages, employees who obtain State Licenses, including but not limited to sanitary, water, collection, and treatment licenses, will be entitled to a one-time increase in annual salary as follows:

Class 1	-	\$ 300.00
Class 2	-	\$ 450.00
Class 3	-	\$ 750.00
Class 4	-	\$1,500.00

ARTICLE XXIII
SAFETY COMMITTEE

- A. The Union may appoint a committee, not to exceed two (2) people, to meet with representatives of Management as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

ARTICLE XXIV
UNION BUSINESS

- A. The Authority's sole responsibilities in the administration of all Union matters shall be with the Shop Steward and/or Business Agent. Wherever notice is required, the Shop Steward and/or Business Agent shall be the designated representatives of the Union for such matters which take place at the work place.
- B. The Union may designate no more than one (1) Shop Steward.
- C. The Shop Steward shall be given the opportunity to engage in the adjustment of grievances as provided under the Grievance Procedure herein with Authority representatives.
- D. The Shop Steward shall not leave his job without permission of his supervisor, nor shall the Shop Steward cause another employee to leave his job without prior permission of the employee's supervisor.
- E. Under no conditions shall the Shop Steward interfere with the performance of others.
- F. The Shop Steward has no authority to give orders regarding work to any person employed by the Authority, by virtue of his position as Shop Steward.
- G. The Union shall notify the Authority immediately following the selection or replacement of a Shop Steward.

ARTICLE XXV
UNION VISITATION RIGHTS

- A. An officer or duly accredited representative of the Union may be permitted to visit the premises only after prior notice to the Executive Director or his designee. Such visitation shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.

Such visits must be initiated at the Administration Building. Visits to other than the Administration Building require prior authorization by the Executive Director.

ARTICLE XXVI
BULLETIN BOARD PRIVILEGES

- A. Space Availability: The Union shall supply a bulletin board in the treatment plant for the exclusive use of the Union to post announcements.
- B. Authorization: All notices are to be signed by the Union President, Secretary or duly authorized representatives, and there shall be no posting of any other notices than as described in Paragraph C.
- C. Material: The Union may use the bulletin board to post the following Union announcements:
1. Notice of Union recreation or social affairs.
 2. Notice of Union elections and results of such elections.
 3. Notice of Union meetings.
 4. Notice of Union appointments.
 5. Union minutes of joint conferences or of general meetings.
 6. Other official Union communications.

The material posted by the Union shall be of a non-controversial nature.

ARTICLE XXVII
NON-DISCRIMINATION

- A. Neither the Authority nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin, or Union membership.

ARTICLE XVIII
SAVINGS CLAUSE

- A. Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of an administrative agency, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE XXIX
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this contract.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXX
ATTENDANCE BONUS

A. The Authority will provide an attendance bonus to all employees as follows:

Use of Sick Days per calendar year:

0 days used ----- \$350.00
1 - 5 days used ----- \$100.00

ARTICLE XXXI
TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of June 1, 1992 and shall be effect to and including May 31, ~~1994~~ 1995. *Am. H.A. (35)*

IN WITNESS HEREOF, the parties hereto have set their hands and seals at Pompton Lakes, New Jersey on the 1st day of June, 1992.

LOCAL #418 I.B.T.

POMPTON LAKES BOROUGH
MUNICIPAL UTILITIES AUTHORITY

Joseph C. Tarantino
BY: JOSEPH C. TARANTINO
PRESIDENT

Alfred Lockwood
BY: ALFRED LOCKWOOD
CHAIRMAN

Alfred Pascarella, Jr.
BY: ALFRED PASCARELLA, JR.
SECRETARY/TREASURER

George D. Decker
BY: GEORGE D. DECKER
VICE CHAIRMAN

John Wegele
BY: JOHN WEGELE
SHOP STEWARD

Robert M. Genetelli
BY: ROBERT M. GENETELLI
EXECUTIVE DIRECTOR