

*Contract no. 1330*

A G R E E M E N T

BETWEEN

BERGEN COUNTY UTILITIES AUTHORITY  
SOLID WASTE MANAGEMENT DIVISION

AND

UTILITY WORKERS UNION OF AMERICA  
AFL-CIO LOCAL 534

JANUARY 1, 1989 TO DECEMBER 31, 1991

INDEX TO AGREEMENT

BERGEN COUNTY UTILITIES AUTHORITY  
SOLID WASTE DIVISION

		<u>Page</u>
DEFINITIONS .....		i
ARTICLE I		
1.1	Terms of Agreement .....	1
1.2	Collective Negotiating Practices .....	2
1.3	Meetings .....	2
1.4	Creation of New Job Titles .....	2
ARTICLE II		
2.1	Management Rights .....	3
ARTICLE III		
3.1	Union Recognition .....	4
3.1A	Meetings with Employees .....	4
3.1B	Meetings with Union Officers.....	5
3.2	Dues Checkoff .....	5
3.3	Labor/Management & Safety Committee ....	6
3.4	Shop Stewards/Bulletin Boards .....	6
3.5	Labor Conventions .....	7
ARTICLE IV		
	Terms and Conditions of Employment .....	8
4.1	Discrimination and Coercion .....	8
4.2	Leaves .....	8
4.2A	Vacation .....	8
4.2B	Sick Leave .....	11
4.2C	Holidays .....	14
4.2D	Jury Duty .....	16
4.2E	Military Leave .....	16
4.2F	Convention Leave .....	16
4.2G	Education Leave .....	16
4.2H	Personal Leave of Absence .....	16
4.2I	Injury Leave (Compensation) .....	17
4.2J	Unscheduled Absences .....	18
4.2K	Scheduled Absences .....	18
4.2L	Bereavement Leave .....	19
4.2M	Terminal Leave .....	19

INDEX  
(Continued)

	<u>Page</u>
ARTICLE IV (continued)	
4.2N	Maternity Leave ..... 19
4.2O	Family Leave Act ..... 20
4.2P	Compensatory Time Off (CTO) ..... 20
4.3	Seniority Rights ..... 20
4.3A	Seniority of Elected Officials of Union. 21
4.3B	Posting of Vacancies and Promotions .... 21
4.4	Personnel File ..... 22
4.5	Safety & Uniforms ..... 22
4.5D	Shoe Styles ..... 23
4.6	Work Schedule ..... 25
4.7	Shift Changes ..... 26
ARTICLE V	
5.1	Titles/Grades and Wages ..... 27
5.2	Titles & Grades 1989/1990..... 27
5.3A	1989 Salary Guide..... 28
5.3B	1990 Salary Guide ..... 28
5.3C	1991 Salary Guide ..... 28
5.4	Wage Addendum Step System ..... 29
5.5	Temporary Work Assignment ..... 30
5.6	Probationary Period ..... 31
5.7	Overtime ..... 31
5.8	Out of Title Work ..... 34
5.9	Longevity Pay ..... 34
ARTICLE VI	
6.1	Health and Welfare ..... 35
6.2	Disability Plan ..... 36
6.3	Dental Plan ..... 36
6.4	Prescription Drug Plan ..... 37
6.5	Safety Glasses ..... 37
6.6	Vision Care Plan ..... 37
6.7	Improved Health Benefits..... 37
6.8	Pension ..... 37
6.8A	Retirement Health Benefits..... 37
6.9	Tool Allowance ..... 38
ARTICLE VII	
7.1	Grievance Procedure ..... 38
7.2	Arbitration ..... 40
7.3	Layoffs ..... 40

INDEX  
(Continued)

Page

ARTICLE VIII

Continuation of Contract Provisions . . . .	41
MEMORANDUM OF UNDERSTANDING .....	43
ADDENDUM .....	48

## DEFINITIONS

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

Calendar Year

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

Year

A period of time consisting of twelve full calendar months.

Anniversary Date

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

Permanent Employee

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

Provisional Employee

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

Temporary Work Assignment

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

Probationary Employees

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

Sick Leave

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

## AGREEMENT

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

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

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

### ARTICLE I

#### 1.1 TERMS OF AGREEMENT

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

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

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

1.2 COLLECTIVE NEGOTIATING PROCEDURE

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

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

1.3 MEETINGS

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

1.4 CREATION OF NEW JOB TITLES

For those jobs and classifications not agreed upon at the time of execution of the agreement the parties agree to negotiate the salary for the new job title. If no settlement is reached the

parties shall submit the issue to arbitration under the terms of this agreement. During the time that the issue is presented to arbitration the Authority shall have the right to fill the job at the rate of pay established by the Authority. Any adjustments shall be made only in accordance with the arbitrator's decision.

## ARTICLE II

2.1

### MANAGEMENT RIGHTS

1. Nothing in this contract shall abrogate the management rights of the Bergen County Utilities Authority. Except as otherwise provided herein, the Authority retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations, to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by civil service; to hire and lay off employees in accordance with civil service procedures; to introduce new or improved methods or facilities whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Authority by the terms of this agreement shall be made the subject of a grievance.

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



### ARTICLE III

#### 3.1 UNION RECOGNITION

1. The Authority recognizes the Union as the sole and exclusive bargaining agent of the bargaining unit for hours, wages and terms and conditions of employment. The Authority further recognizes and agrees to enforce the agency shop provisions of New Jersey state law as they apply to the employees in the bargaining unit. The bargaining unit shall consist of all permanent and provisional blue and white collar employees employed by the Authority in its solid waste management department who have completed the probationary period, herein after defined, under Article V.

The Authority will notify the Union once every month of the name, address, date of hire, classifications, rate of pay and social security number of any new employees within the bargaining unit. Additional information will be provided upon request.

#### 3.1A MEETINGS WITH EMPLOYEES

Should the occasion arise when an employee feels he/she requires the presence of a Union representative, the Department Shop Steward or a Union officer shall be summoned, if available. Neither management nor Union shall abuse this provision.

When a "warning notice" is issued, employees shall have the right to consult with a Union representative before making written response on the warning notice. Upon request, a copy of the

preliminary notice will be furnished to the employee. The employee shall have twenty-four hours to make such response. The time may be extended by mutual consent.

3.1B MEETINGS WITH UNION OFFICERS

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

3.2 DUES CHECKOFF

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

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

3. The card shall be filed with the payroll unit of the Authority and shall become effective in the first pay period of the first month after it has been received.

4. The deductions shall be made each week and said deductions shall be mailed to the treasurer of the Union each month together with a list of the names of the employees from whose pay such deductions have been made.

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

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

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

### 3.3 LABOR/MANAGEMENT & SAFETY COMMITTEE

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

2. Safety Committee meetings shall be held monthly.

### 3.4 SHOP STEWARDS/BULLETIN BOARDS

1. The Solid Waste management department bargaining unit will be entitled to one Vice President and one shop steward.

2. The Authority will provide one bulletin board of suitable size for exclusive use by the Union at a place which is convenient for employees in the bargaining unit. Said bulletin board shall be used only for Union business and shall not contain any partisan political material or material degrading the Authority or its employees. It shall be the duty of the local Union president to supervise the contents of the bulletin boards.

3. All material to be posted on the bulletin boards shall be submitted for approval to the director of solid waste management or in his absence to the chief of personnel, which approval shall not be unreasonably withheld.

3.5

#### LABOR CONVENTIONS

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

## ARTICLE IV

### TERMS AND CONDITIONS OF EMPLOYMENT

#### 4.1 DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Authority or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Authority nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

#### 4.2 LEAVES

##### 4.2A VACATION

1. Employees earn vacation leave in the following manner:

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

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

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

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

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

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

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

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

3. Vacation earning rates are:

a) As described above in the first calendar year of employment.

b) Fifteen days per year - one and one quarter working days per full calendar month of employment.

c) Twenty days per year - one and two thirds working days per full calendar month of employment.

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

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

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

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

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

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

Calendar Year	-	January 1 through December 31.
Year	-	Period of twelve months.
Calendar Month	-	First through last day of January, February, etc.
Working Day	-	One day equals the number of hours regularly worked by an employee.
Month	-	Generally, a period of thirty (30) days.

## SICK LEAVE

### 4.2B

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

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

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

3. Abuse of sick leave provisions is cause for discipline. Where possible, supervisors or unit managers are required to forewarn an employee where an abuse is suspected. The employee may request an interview with the supervisor or unit head and may have a Union representative present. All disciplinary



actions resulting from alleged abuse of sick time are grievable under the grievance procedure. The duration of an absence or the number of paid or unpaid sick days claimed is not a measure of abuse. Patterns of absence and the number of occurrences may be suggestive of abuse.

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

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

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

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

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

Unused sick days shall accumulate from year to year without limit. Sick days do not accrue during a leave of absence without pay or during the period of an employee's suspension. Employees who exhaust all paid sick days in any one year shall not

be credited with additional sick days until the beginning of the next calendar year. Accrued sick leave is available for employee use at the beginning of the calendar year, however employees are responsible for leave used but not earned on the basis of one and one quarter days per month, except in the first calendar year of employment as set forth in 4a above.

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

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

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

HOLIDAYS

1. The Authority agrees to furnish the following holidays with pay to all employees covered by this agreement:

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

a) If a holiday falls during an employee's vacation, an additional day of vacation shall be granted. If a holiday falls on a Sunday, it will be observed on the following Monday; if a holiday falls on a Saturday, it will be observed on the preceding Friday.

b) Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: sick leave, jury duty leave, compensatory time off, vacation leave, bereavement leave, injury leave.

c) Holidays falling during an unpaid leave of absence will not be credited.

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

e) Employees shall receive: payment at a rate of time and one-half for all hours worked plus an additional day off for the day worked, or, standard time plus time and one-half for the hours worked. Employees may request equivalent compensatory time off in lieu of pay for all hours worked on the holiday.

f) Part-time employees shall be paid for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.

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

h) Seasonal and per diem employees are not entitled to holidays.

i) Each employee in the unit shall be entitled to take one personal day in each year of this agreement. Personal leave days may not be accrued. The department head must be notified in advance and, except in case of emergency, prior approval of the department head must be obtained.

j) Seasonal and per diem employees are not eligible.

k) Employees must be employed three months before becoming eligible for personal leave.

4.2D JURY DUTY

A leave of absence shall be granted to an employee called for jury duty. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate usually received for a standard work period. Fees received as a juror, other than meal and travel allowances shall be returned to the Authority.

4.2E MILITARY DUTY LEAVE

As provided in Civil Service Regulations

4.2F CONVENTION LEAVE

As provided in Civil Service Regulations

4.2G EDUCATION LEAVE

As provided in Civil Service Regulations

4.2H PERSONAL LEAVE OF ABSENCE

1. Leave without pay - An employee, for reasons satisfactory to the Authority, may be granted a personal leave of absence without pay or services credit for time absent for a period of up to six months. In exceptional circumstances, such leave may be extended for an additional six months, provided it is considered to be in the best interest of the Authority. Leave without pay

granted to provisional employees may be rescinded at any time by the Authority.

2. Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.

3. Personal leaves of absence are granted with the understanding that the employee intends to return to Authority duty. If an employee fails to return within five working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and will not be considered in good standing.

4. Employees on leave without pay for more than two weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

#### 4.2I INJURY LEAVE (COMPENSATION)

A. The Authority represents that all employees covered by this Agreement are covered by a worker's compensation insurance policy and that the Authority will continue to provide such coverage as required by statute.

B. A check will be issued by the Authority in the full sum of the employee's base salary. All checks received from the compensation carrier will be endorsed over to the Authority by the employee.

C. Contested Injuries - Charges may be made against sick leave accrual, if any, in any case where the Authority is contesting the employee's eligibility for injury leave.

In the event that the Workers Compensation Division determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

If eligibility for such payments is contested by the Authority, eligibility will be based on the determination of the New Jersey Division of Workers Compensation under the terms of the New Jersey Compensation Act.

4.2J UNSCHEDULED ABSENCES

If, for any reason, an employee is unable to report for duty, he/she must notify the Authority as soon as possible, and before scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. An employee absent from work without notification for five consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

4.2K SCHEDULED ABSENCES

When an employee is on a leave of absence without pay for a period in excess of three consecutive months in a calendar year, the annual step increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave. The next year following the return to work the

employee shall receive his/her annual increase in accordance with the contract provisions, covering the year's wage increase.

4.2L BEREAVEMENT LEAVE

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

4.2M TERMINAL LEAVE

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

4.2N MATERNITY LEAVE

A female employee, upon her request may be granted permission to use accumulated sick leave for maternity purposes. In those instances where the employee's sick leave is limited and when requested by the employee, the Authority may approve a leave of absence without pay not to exceed six months.



4.20

FAMILY LEAVE ACT

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

4.2P

COMPENSATORY TIME OFF (CTO)

Employees who are required to work in excess of their regular scheduled hours may elect to take CTO with the approval of the Authority. The scheduling of the CTO shall be at the discretion of the Authority. If the extra hours are worked at straight time, CTO shall be taken in straight time, with the approval of the Authority and subject to the needs of the solid waste management department. If the extra time is in excess of forty hours, the employee may elect to take one and one-half times the hours worked prior to the end of the pay period within which the said extra hours were worked, subject to the approval of the Authority and the needs of the department.

4.3

SENIORITY RIGHTS

1. Permanent employees shall be entitled to recognition for seniority with respect to changes in job assignments, hours or working conditions within that title only.

2. Seniority shall be based on civil service title seniority which shall commence with the date of certification in that title. In those instances where none of the employees involved have been certified as permanent employees by the New Jersey department of

personnel, seniority shall be based upon length of service with the Authority.

4.3A SENIORITY OF ELECTED OFFICIALS OF UNION

Elected officials of the Union shall be placed at the top of the seniority list within their job titles. These elected officials shall remain at the top of the seniority list so long as they remain elected officials of the Union and during their term of office. In the event of reduction in force or layoffs, they shall be the last persons to be laid off. In the event of recalls, they shall be the first persons to be recalled. This Article and language is, of course, subject to any and all applicable rules and regulations of Civil Service.

4.3B POSTING OF VACANCIES AND PROMOTIONS

1. Effective January 1, 1991 all new and vacant positions in the bargaining unit, which are in the classifications covered by this agreement and for which no pertinent civil service certification list is available, shall be posted on the Authority bulletin board. A copy shall be given to the local Union president for posting on the union bulletin board. Employees who wish to apply for such vacancies shall make a request in writing to the chief of personnel for consideration. Appointments through this procedure are provisional and pend civil service procedures.

2. It shall be the policy of the Authority to attempt to fill vacancies from the ranks of the employees who comprise the bargaining unit. When ability, training, education, experience and personal fitness for the position are equal, employees with

seniority will be given preference. Nothing contained herein shall prevent the Authority from hiring new employees to fill vacancies or new positions when, in its judgement, present employees do not fill the job requirements.

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

4.4 PERSONNEL FILE

All entries in an employee's personnel file shall be contained in the Authority's central personnel department file. No entries, notations, documents, etc., which reflect on the employee's ability, performance or character shall be placed in the central personnel or any other personnel files that may be kept by the solid waste management department without first having been shown to the employee and the employee having the opportunity to place his or her initials thereon.

4.5 SAFETY & UNIFORMS

1. The Authority agrees that it will comply with all provisions of the State of New Jersey safety laws which are applicable to the Authority. The Authority shall provide clothing and accessories for the protection of the employees as the Authority deems necessary, including but not limited to:

A. Such clothing and accessories as are necessary shall include the following: six pants and six shirts for winter and summer uniforms, jackets, raincoats or two piece rain gear, rain hats or hoods, winter jackets, boots (either hip or knee lengths),

gloves, (rubber and leather), hard hats and safety glasses when required, flashlights and related parts.

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

C. Employees shall be responsible for all clothing and accessories which are issued to them. Such clothing and accessories will be replaced by the Authority when worn or damaged beyond repair. See Glossary of Shoe Styles permitted at the Authority under contract which follows:

4.5D

GLOSSARY OF SHOE STYLES  
PERMITTED AT THE  
AUTHORITY UNDER CONTRACT

THE PROCEDURE FOR OBTAINING REPLACEMENT SHOES IS AS FOLLOWS:

1. Authority Nurse Confirms Need -

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

SHOE STYLES ALLOWED AT NO COST TO EMPLOYEE

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

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

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

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

2. EMPLOYEE WILL PURCHASE EITHER THE ABOVE-LISTED STYLES, AT NO COST OR SELECT, FROM THE LIST BELOW (or their equivalents), A STYLE MORE SUITABLE TO HIS/HER FOOT AT ADDITIONAL COST.

THIS ADDITIONAL CHARGE IS TO BE PAID AT THE TIME OF PURCHASE DIRECTLY BY THE EMPLOYEE.

SHOE STYLES ALLOWED WITH COST TO THE EMPLOYEE  
MUST HAVE STEEL TOES  
SIX INCH BOOTS

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

WOMEN'S BOOTS AND SHOES

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

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

WELDERS' SHOES AND BOOTS

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

4.6

WORK SCHEDULE

The standard work week shall consist of forty hours per week for the blue collar workers and thirty-five hours for the white collar workers in accordance with the work schedule.

During the regular work day, the employee shall be allowed a fifteen minute relief with pay during the first half of the work day. Also, during the work day, the employee shall be allowed a thirty minute paid meal-rest period. In case of an emergency the relief period and the meal-rest period may be shortened and the employee required to work.

For shift workers, standard hours shall be established by the Authority so as not to exceed eighty hours in each two week period.

The Authority shall have the right, for the efficient operation of Authority affairs, and subject to prior negotiation with the union, to make changes in starting and stopping times of the daily work schedule so long as the total work week does not exceed 80 hours in each two-week pay period.

A shift worker employee is one who is assigned to work between the hours of 3 p.m. and 7 a.m. They are entitled to a shift premium for the time that falls within those hours, as specified in the agreement.

4.7 SHIFT CHANGES

Wherever possible, shift changes will be made at regularly scheduled time, established by the Authority, except in cases of emergency. Shift workers will be compensated at the rate of 87 cents per hour through December 31, 1989 and 93 cents per hour January 1, 1990 through December 31, 1990 and \$1.00 from January 1, 1991 to the end of the contract term.

4.7A

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

4.7B

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

If a holiday falls on a Thursday, employees shall be paid on Tuesday.

ARTICLE V

5.1 TITLES/GRADES AND WAGES

The titles listed below have been agreed upon with the appropriate grades rated. Job descriptions for the below named job titles are standard civil service descriptions.

TITLES AND GRADES

<u>TITLE</u>	<u>GRADE</u>	
	<u>1989</u>	<u>1990</u>
Clerk Typist	2	1
Control Room Operator, Reclamation Center	8	5
Data Control Clerk	6	3
Electrician	8	5
Electrician's Helper	5	3
Equipment Operator	7	4
Equipment Operator, Sanitary Landfill	7	4
Heavy Equipment Operator	9	6
Heavy Equipment Operator, Sanitary Landfill	9	6
Laborer	2	1
Mechanic	7	4
Mechanic's Helper	5	3
Repairer (Stationary Equipment)		4
Repairers' Helper (Stationary Equipment)		3
Senior Repairer (Stationary Equipment)		6
Sanitary Landfill Caretaker	5	2
Security Guard	5	2
Senior Clerk Typist	7	4
Senior Data Control Clerk	8	5
Senior Electrician	9	6
Senior Mechanic	9	6
Senior Welder	9	6
Supervising Heavy Equipment Operator	10	7
Supervising Heavy Equipment Operator, Sanitary Landfill	10	7
Supervisor, Reclamation Plant	10	7
Weighmaster	6	3
Welder	8	5
Welder's Helper	6	3



5.2

SALARIES AND WAGES

Effective January 1, 1989 employees in the bargaining unit will be paid according to the following schedule attached hereto.

5.3A

1989 SALARY GUIDE

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
9	15.82	16.61	17.49	18.32	19.18	20.03
8	14.15	15.06	15.99	16.87		
7	13.71	14.41	15.09	15.82		
6	11.19	12.39	13.64	14.87		
5	10.13	11.20	12.30	13.37		
4	9.28	9.84	10.41	10.97		
3	8.22	8.94	9.65	10.31		
2	7.73	8.31	9.25	10.13		
10	18.41	19.22	20.03	20.79	21.61	22.35 23.18

5.3B

1990 SALARY GUIDE

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
6	17.01	17.86	18.80	19.69	20.62	21.53
5	15.21	16.19	17.19	18.14		
4	14.74	15.49	16.22	17.01		
3	12.03	13.32	14.66	15.99		
2	10.89	12.04	13.22	14.76		
1	8.00	9.00	10.00	11.00		
7	19.79	20.66	21.53	22.35	23.23	24.03 24.92

5.3C

1991 SALARY GUIDE

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
6	18.29	19.20	20.21	21.17	22.17	23.14
5	16.35	17.40	18.48	19.50		
4	15.85	16.65	17.44	18.29		
3	12.93	14.32	15.76	17.19		
2	11.71	12.94	14.21	15.45		
1	8.60	9.68	10.75	11.83		
7	21.27	22.21	23.14	24.03	24.97	25.83 26.79

Employees shall be paid in accordance with the salary guide.

On the first anniversary of the date in title, employees will be paid the hourly rate of pay provided in Step Two of the pay grades.

On the second anniversary of the date in title, employees will be paid the hourly rate of pay provided in Step Three of the pay grades.

On the third anniversary of the date in title employees will be paid the hourly rates of pay provided in Step Four of the pay grades.

The Authority at its discretion, may advance an employee steps within his/her grade prior to the anniversary date in title and the Union shall receive notice from the Authority.

When an employee is promoted to a job title which has a higher pay grade than he or she formerly held he or she shall be placed in a step within the higher pay grade which will guarantee a higher regular hourly rate of pay than he or she was previously receiving.

An employee who is at the maximum step of the pay grade and is promoted to the next higher pay grade shall be placed in step three of the next higher pay grade.

Employees who receive a change in the title to a title in a grade equal to or lower than that of the previous title will retain original anniversary date. For Grade 6 employees Step 5 is

effective one year after achievement of Step 4; Step 6 is effective 2 years after achievement of Step 5.

Increments for those in Grade 7 are not automatic and are based upon satisfactory performance as determined by the Authority and this determination is subject to the grievance procedure.

5.5 TEMPORARY WORK ASSIGNMENT

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

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

3. If, due to absence, illness or vacation of any employee, another employee is directed to perform the work of a higher job title and pay grade for more than 10 consecutive days then beginning on the 11th consecutive day of such work the employee shall receive the rate of pay for the higher job title and pay grade.

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

5.6

PROBATIONARY PERIOD

Provisional employees shall be probationary for six months and shall be entitled to recourse under the grievance procedure of this agreement.

Permanent employees who have completed a three month working test period and those provisional employees with six months service may be represented by the Union under the grievance procedure.

An employee who is provisionally promoted to a higher job title shall be on probation in the higher job title for a period of thirty working days. During the probationary period he or she shall receive the full hourly rate for the pay grade and step to which he or she is promoted.

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

5.7

OVERTIME

A. Employees who are eligible for overtime and work such overtime shall be paid as follows:

1. For hours worked in excess of forty hours in one week, payment shall be at time and one-half.

2. Those employees whose standard work week is less than forty hours shall be paid at straight time until they have worked forty hours, and thereafter they shall be paid time and one-half.

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

An employee called in for unplanned emergency overtime shall receive the \$4.50 allowance every four hours providing there is a requirement to continue work after the rest period.

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

4. When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for that period.

5. When an employee is called back to duty after the end of a regular tour, the employee shall be entitled to a minimum payment of four hours. This shall not apply in the case of employees required to work overtime in conjunction with a regular tour, or who are called in one hour or less prior to the beginning of a regular tour who shall be paid the applicable overtime rate.

6. For purposes of computing overtime, vacation days, holidays and sick days are considered as eight (8) hours worked by

blue collar employees. White collar employees will be credited with seven (7) hours worked.

7. When an employee is required to work on a holiday, he/she shall receive time and one-half the hours worked on the holiday and shall receive an additional day off for the holiday worked; or at the employee's option shall receive the standard plus time and one-half for the hours worked.

8. Overtime must be authorized by the Authority.

9. Overtime earned may be credited to the employee's compensatory time off account to the extent permitted in the section covering compensatory time off and as limited by applicable federal/state regulations. The taking of such compensatory time off may be arranged only at the discretion of the Authority.

B. Overtime List: Overtime shall be assigned by the Authority on a rotating basis according to the appropriate job title for the work to be performed. An initial list shall be posted by the Authority with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the overtime list. If an employee does not choose to be considered for any overtime, he shall so indicate to the Authority in writing. In the event thereafter the employee shall desire to have his or her name again placed on the overtime list, he or she shall notify the Authority and his or her name shall be restored to the bottom

of the list. In case of an emergency, the Authority shall have the right to call in any employee to work overtime.

5.8 OUT OF TITLE WORK

If a permanent employee is temporarily assigned by the Authority to perform duties which are not set forth in the employee's civil service job description and which are duties set forth in a civil service job description of a higher title and the employee performs those duties during fifty per cent of his/her working time, over a period in excess of consecutive four months, the employee shall forthwith be provisionally appointed by the Authority to the said higher title and shall be paid accordingly, pending the results of civil service procedures. If the employee, as a result of the promotional examination, is not eligible for permanent appointment to the said title, the employee will revert to the previous permanent title and any increase in wages received as a result of the provisional appointment shall be terminated and the employee shall not thereafter be required to perform the duties of the said higher title.

5.9 LONGEVITY PAY

Employees shall receive, in addition to their regular pay, Longevity Pay as set forth below:

Upon completion of five years of employment with the Authority, one per cent of his or her regular rate of pay.

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

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

Upon completion of twenty years of employment, four percent of his or her regular rate of pay.

Upon completion of twenty-five years of employment, five percent of his or her regular rate of pay.

In no event should an employee be entitled to more than five per cent longevity pay.

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

Longevity payments are to be made in regular bi-weekly pay.

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

## ARTICLE VI

### 6.1

#### HEALTH AND WELFARE

1. It is agreed that the Authority policy as to health benefits will be continued for the term of this agreement.

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



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

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

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

6.2

#### DISABILITY PLAN

The Authority pays the full cost for short and long term sickness benefit plans which pay a maximum of \$350.00 per week for short term for ten weeks and maximum of \$3,000.00 per month for five years, effective January 1, 1991.

6.3

#### DENTAL PLAN

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

6.4 PRESCRIPTION DRUG PLAN

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

6.5 SAFETY GLASSES

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

6.6 VISION CARE PLAN

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

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

6.6A

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

6.7 IMPROVED HEALTH BENEFITS

See Memorandum of Understanding attached.

6.8 PENSION

As provided by Law.

6.8A RETIREMENT HEALTH BENEFITS

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

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

6.9 TOOL ALLOWANCE

All employees required by the Authority to supply their own tools shall be given a \$150.00 tool allowance, annually.

ARTICLE VII

7.1 GRIEVANCE PROCEDURE

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

The procedure for settlement of grievances shall be as follows:

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

STEP 2 If the grievance is not settled at Step 1, it shall be reduced to writing by the aggrieved party within ten working days

of the reply from the supervisor. A copy shall be given to both the director of solid waste management and the chief of personnel. The department head and the shop steward shall meet within ten working days of the receipt of the written grievance to attempt to settle the grievance. Any grievance not reduced to writing and presented to the department head and the chief of personnel within ten working days of the failure to settle pursuant to Step 1 is deemed waived. The department head shall give a written reply within ten working days.

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

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

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

3. Nothing contained in this article shall limit the right of an employee to process his or her own grievance, up to but not

including arbitration, provided, however, the union shall be notified by the Authority of all such situations and shall have the right to be present during grievance discussions and, further provided that any agreement reached with any such employee shall not violate this agreement.

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

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

7.2

#### ARBITRATION

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

7.3

#### LAYOFFS

1. In the event layoffs become necessary the provisions of the New Jersey Department of Personnel shall be followed.

2. Notice shall be forwarded to the Union by the Authority of any layoffs at least forty-five days before such layoffs are due

to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

#### ARTICLE VIII

##### 8.1 CONTINUATION OF CONTRACT PROVISIONS

Provisions of this agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor agreement is executed and becomes effective.

8.2 The Memorandum of Understanding between the Authority and the Union dated September 19, 1989 is attached hereto and made a part hereof of this agreement.

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

IN WITNESS WHEREOF, the parties have set their hands and seals or caused this Amendment Agreement to be signed by their duly authorized officers or representatives.

UTILITY WORKERS OF AMERICA,  
AFL-CIO LOCAL 534

Elaine Berg  
Local President

BERGEN COUNTY UTILITIES  
AUTHORITY

William R. Berg  
Chairman

\_\_\_\_\_  
Vice President

John Wm. Reilly  
Steward

John Marist  
National Representative

DATED:

MEMORANDUM OF UNDERSTANDING - 1

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

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

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

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

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



MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

3. Grades three and four are to be eliminated from January 1, 1990 and the titles in those grades are to be upgraded to grade 5. Effective January 1, 1990, the grades will be

redesignated from one through seven to reflect the fact that this will be the number of grades existing at that time.

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

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

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

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

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

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

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

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

12. BCUA agrees to provide opportunity for payroll deduction for U.S. Savings Bond as of 1/1/90. Payday will take place on

every Thursday in Water Pollution and every other Thursday in Solid Waste. Should a holiday fall on a Friday, the payday would occur on Wednesday.

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

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

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

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

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

Senior Account Clerk, Grade 7

Chlorine Operator, Grade 8

Senior Maintenance Repairer, Grade 9

Lab Aide, Grade 6

Lab Tech, Grade 7

Senior Lab Tech, Grade 8

Weighmaster, Grade 6

All titles using the term, Helper, Grade 6

Account Clerk, Grade 5

Clerk Messenger, Grade 5

Employee Benefits Clerk (typing) Grade 5

Groundskeeper, Grade 5

Security Guard, Grade 5

Sanitary Landfill Caretaker, Grade 5

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

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

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

---

James P. May  
Chief of Personnel and  
Labor Relations

---

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

#### ADDENDUM

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