

**AGREEMENT**

**Between**

**NORTH BERGEN  
MUNICIPAL UTILITIES AUTHORITY**

**and**

**UTILITIES WORKERS UNION  
OF AMERICA  
A.F.L. – C.I.O  
LOCAL NO. 534-B**

**EFFECTIVE JANUARY 1, 2008**

**through**

**DECEMBER 31, 2011**

## **Table of Contents**

<b>Page</b>	<b>Article</b>	<b>Text</b>
2	I	Recognition Term
3	II	Dues and Agency Shop
4	III	Bulletin Board
5	IV	Discrimination
6	V	Seniority Loss of Seniority
7	VI	Working Schedules, Premiums, and Overtime
8		Economic Package
9		
10		
11	VII	No Bargaining Unit Employment
12	VIII	Safety and Health
13	IX	Probationary Period
14	X	Grievance and Arbitration
15		
16	XI	Sick Leave
17	XII	Vacations
18	XIII	Military Leave
19	XIV	Union Conventions
20	XV	Workers' Compensation
21	XVI	Unpaid Leave of Absence
22	XVII	Medical/Dental Benefits
23	XVIII	Bereavement Leave
24	XIX	Holidays
25	XX	Jury Duty

26	XXI	Management Rights
27	XXII	Family Leave
<b>Page</b>	<b>Article</b>	<b>Text</b>
28	XXIII	Educational Benefits
29	XXIV	Strike/Lockout
30	XXV	Uniforms
31	XXVI	Production Efficiency
32	XXVII	Transfers
33	XXVIII	Completeness of Agreement
34		Appendix A
		Appendix B – Group Life Ins.
35		Appendix C – Pension Plan

North Bergen MUA

UWUA LOCAL 534-B

## ARTICLE I

### RECOGNITION

- (1) The North Bergen Municipal Utilities Authority, (hereinafter the "Authority") recognizes Utility Workers Union of America, Local 534-B, (hereinafter the "Union") as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment of all union employees in the unit certified by the State of New Jersey Public Employee Relations Commission pursuant to Docket RO-95-144 dated January 24, 1995. Included in the unit are all full time and regularly employed part time blue-collar employees in the wastewater operation employed by the Authority excluding all craft and professional employees, managerial executives, confidential employees, clerical employees, non-represented supervisors, and members of other negotiation units.

### TERM

This agreement is effective January 1, 2008 and terminates at midnight December 31, 2011.

## ARTICLE II

### DUES AND AGENCY SHOP

- (1) Each pay period, the Authority agrees to deduct dues from earned wages of each represented employee who has furnished the Authority with written authorization to deduct dues and remit same directly to the Union. Deductions for dues shall reflect amounts certified by the Union. The Union shall provide the Authority with a written statement of dues and initiation fees to be deducted.
- (2) Upon ratification of contract, the Authority shall deduct a representation fee from the wages of each employee, who is a member of the bargaining unit, but not a member of the Union. Such deductions shall commence ninety (90) days after the beginning of employment in the unit or within ten (10) days after canceling their membership with the Union. The representation fee shall be eighty-five percent (85%) of regular membership dues, fees, and assessments in effect and charged by the Union to its member.

## ARTICLE III

### BULLETIN BOARD

- (1) The Authority shall provide a bulletin board for posting notices to employees. The Union may use such bulletin board for notices addressed to its members subject to the approval of the Authority's Executive Director not to be unreasonably withheld. It is hereby understood that said bulletin board shall not serve any political or otherwise controversial purpose.

## ARTICLE IV

### DISCRIMINATION

- (1) It is mutually agreed that neither party shall engage in any form of discrimination against employees on the basis of race, creed, color, sex, age, or national origin.

## ARTICLE V

### SENIORITY

- (1) The Authority agrees to consider an employee's length of service with the Authority in the event of a promotion or assignment whenever possible and practicable. In all cases of a promotion and/or assignment, the ability of the employee to perform the assigned work satisfactorily shall also be a factor considered by the Authority in a promotion or an assignment. The determination of the employee's ability to satisfactorily perform the work shall be in the sole discretion of the Authority.
- (2) The MUA will remove the evaluation criteria of *Seniority* and *Experience* from future evaluations. In the event that the evaluation process renders a result of 3 points or less difference on the total of the evaluation count, the most senior man shall prevail.

### LOSS OF SENIORITY

- (1) Employees shall terminate their seniority hereunder by:
  - (a) Discharge for cause.
  - (b) Voluntary separation, or the failure to report back to work following the conclusion or termination or a leave or absence, later than the beginning of the next work week.
  - (c) Failure to report to work within five (5) days when called back after a layoff upon receipt of notice via telegram, telephone, or certified mail unless failure is mutually agreed by the Union and Authority to be excusable. It is understood that if an employee fails to report to work after the Authority has notified the employee to return, the Authority may give such work to another employee who is junior on the seniority list. If a junior employee is not available, the Authority may hire a new employee, and such employee shall have the right to continue employment in such position.
  - (d) An employee who leaves for any reason to accept employment in a non-bargaining unit occupation will cease to accrue seniority after six (6) months of service in said occupation. In the event such employee returns to the bargaining unit, prior seniority shall be reinstated in thirty (30) days.



## ARTICLE VI

### WORKING SCHEDULES, PREMIUMS, AND OVERTIME

- (1) The normal work week of all bargaining unit employees will contain five (5) days consisting of eight (8) hours each day. The work week shall begin at 11:00 P.M. Sunday and end at 10:59 P.M. Sunday. It will contain three (3) daily eight (8) hours shifts from 7:00 A.M. to 3:00 P.M., 3:00 P.M. to 11:00 P.M., and 11:00 P.M. to 7:00 A.M., respectively. Each shift shall include a thirty (30) minute paid lunch period, a fifteen- (15) minute rest period, and a fifteen (15) minute wash up period at the end of the shift.
- (2) Scheduled regular assignments will be provided in advance and changed only when necessary to maintain essential service or in the event of an emergency.
- (3) Shift Differential: Employees who are regularly forty (40) hour employees, who are regularly assigned to work the 3:00 P.M. to 11:00 P.M. shift will receive a .35 cents per hour increase for hours worked on that shift. Employees who are regular forty (40) hour employees, who are regularly assigned to work the 11:00 P.M. to 7:00 A.M. shift will receive an additional .45 cents per hour for working that shift, beginning 01/01/06.

It is understood and agreed that the shift differential is the only premium pay to which these employees are entitled. There shall be no pyramiding or premiums on any provision in this Agreement, including shift differential. It is understood and agreed that the Authority shall be entitled to a two- (2) week period between payments for shift differential.

- (4) Overtime: Employees bound by this agreement are obligated to work reasonable amounts of overtime when required by the Authority. The Authority, whenever practicable, will give reasonable notice to any employee who is required to work overtime. The Authority will pay one and one half times the regular rate of pay for hours worked in excess of eight (8) hours a day and/or forty (40) hours in the regularly scheduled work week. Employees who are required to work overtime shall be paid a minimum of two- (2) hours pay at the overtime rate.
- (5) The Authority shall distribute overtime assignments and record overtime hours worked and refused by employees. Overtime hours shall be equally and uniformly assigned within the employee classifications. In the event the Authority is unable to secure an employee to work overtime voluntarily as assigned on the overtime list the employee with the lowest accumulation hours on the current shift, provided he has not already worked 16 or more consecutive hours shall be required to work. If the employee has worked 16 or more hours the other operator shall be required to work.

- (6) Call Outs: Any employee who is called back to work after having completed his regularly scheduled shift shall be paid for a minimum of four (4) hours work at the rate of time and one half the regular rate of pay.
- (7) Payday: Employees will be paid every two weeks during working hours on Thursday of the work week.
- (8) Temporary Assignments: When an employee is temporarily assigned to perform work of a higher occupational classification for which he or she is qualified, said employee will receive temporary assignment pay for all hours worked equal to that of the classification to which he or she is assigned after an initial five (5) day period.
- (9) Stand-by Period: There shall be a normal stand-by period for seven consecutive days beginning on Monday at 3:00 P.M. and ending on the following Monday at 7:00 A.M. Holidays shall be included within the normal stand-by period.
  - (a) The Authority will exercise its discretion and designate a stand-by team consisting of four (4) employees. The Authority may vary the number and composition of the stand-by team.
  - (b) The Authority will provide the designated stand-by person with a paging unit for use during the stand-by period. It shall be the obligation of the stand-by person to periodically test the paging unit to determine it is functioning properly.
  - (c) The stand-by person shall be obligated to reply to any Authority telephone call or page. The stand-by person must make his or her home telephone available for the Authority to communicate with him or her.
  - (d) The stand-by person shall be obligated to report to any Authority designated place of work within thirty (30) minutes of the telephone call made by the Authority or the signal sent by means of the paging system.
  - (e) Whenever a stand-by person cannot be contacted directly by means of his/her home telephone he/she must attach the paging unit to his or her person.
  - (f) The stand-by person shall stand-by during all hours not actively on duty.
  - (g) The stand-by person shall stand-by until properly relieved. If the stand-by person becomes ill or incapacitated or unable to perform his/her job, he/she shall have the responsibility to advise the supervisor of his/her illness, incapacity or inability to perform the job.
  - (h) The Authority will post a stand-by duty schedule for specific weeks. A stand-by person, for good cause, and upon seven- (7) days notice to the Authority, shall have the right to obtain a replacement subject to Authority approval. Good cause shall consist of going on vacation or other relief as determined by the Authority. The burden of finding a replacement stand-by person relieved for good cause shall be upon the Authority.
  - (i) While on stand-by duty and when performing work pursuant to stand-by duty, employees are required to comply with all Authority rules and regulations.
  - (j) The stand-by person shall receive no less than eight (8) hours of regular straight time pay upon completion of stand-by duties in a scheduled pay period, beginning 01/01/05.

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

**Economic Package**

Shift Differential      0.30/hr to be increased to 0.35/hr for 3-11 shift beginning 01/01/06.  
                                  0.40/hr to be increased to 0.45/hr for 11-7 shift beginning 01/01/06.

The NBMUA will incorporate the following employee incentive program as an addition to the standard monetary changes noted above.

Employees currently working as Laborer will be promoted to:

<b>Title</b>	<b>Experience</b>	<b>Training</b>	<b>Rate Increase</b>
Operator	1 Year Experience	S1 License	\$0.50/hr
Operator I	2 Years Experience	S2 License	\$0.75/hr
Operator II	5 Years Experience	S3 License	\$1.25/hr
Maint. Mech.	1 Year Experience	S1 License	\$0.50/hr
Maint. Mech. I	2 Years Experience	S2 License	\$0.75/hr
Maint. Mech. II	5 Years Experience	S3 License	\$1.25/hr
C. Operator	1 Year Experience	C1 License	\$0.50/hr
C. Operator	2 Years Experience	C2 License	\$0.75/hr
C. Operator	5 Years Experience	C3 License	\$1.25/hr

C. Operator = Collections Systems Operator

The Authority will pay one half of the above listed rate increase for those employees who have successfully completed the coursework requirement for each level. Upon successfully obtaining the appropriate license, the second half of the above stated rate increase will be applied.

The Authority will reimburse the employees for the purchase of text books required for the wastewater courses. If the employee drops out of the class, or fails the class and does not retake the class, the employee will turn the books over to the Authority.

Step increase to \$ 13.50/hr after 1 year of experience, effective January 1, 2008.

Step increase to \$14.50/hr after 2 years of experience, effective January 1, 2008.

Effective January 1, 2008, all employees with five (5) years seniority will receive \$17.00 per hour.

The step increases will be applied on the employee’s anniversary date of hire.

Those employees who have successfully completed the basic coursework on basic welding offered by the Bergen County Vocational-Technical School will receive an additional fifty (.50) cents per hour in wages.

The parties agree that the entry level wage rate will be \$12.50 per hour and will continue for the term of this agreement.

Existing employees making less than \$42,000 per year will receive a \$500.00 increment on January 1<sup>st</sup> each year plus the 3.75% annual increase and another \$500.00 increment on July 1<sup>st</sup> each year until such time that they reach \$42,000 per year.

All employees will receive a 3.75% wage increase on January 1, 2008, 3.75% on January 1, 2009, 3.75% on January 1, 2010 & 3.75% on January 1, 2011.

## ARTICLE VII

### NO BARGAINING UNIT EMPLOYMENT

- (1) Except in cases of legitimate emergencies, or for training purposes, supervisors, outside contractors, or other non union employees will not perform work which is normally performed by employees within the certified bargaining unit.

## ARTICLE VIII

### SAFETY AND HEALTH

- (1) The Authority agrees that it will perform every reasonable act necessary to promote and ensure the safety, health, and welfare of its employees during the course and scope of their employment. The Authority further agrees to comply with applicable laws and regulations of the State of New Jersey concerning the health, safety, and welfare of its employees.
- (2) A safety committee shall be jointly established by the Union and the Authority for each plant location. Each committee will consist of two (2) union members and one (1) management representative. The parties may vary the composition of the team by mutual agreement. The committee will meet monthly, or as otherwise agreed, to effect its purpose of prompting safety, reviewing accident reports, and developing appropriate recommendations for management.
- (3) At the option of the employees, the Authority will provide vaccination for hepatitis by an Authority designated physician.
- (4) The Authority shall comply with all regulations promulgated by the Occupational Safety and Health Administration (OSHA) concerning confined work space areas.

## ARTICLE IX

### PROBATIONARY PERIOD

- (1) All employees hired during the term of this agreement shall serve a probationary period of ninety (90) days from the date of hire. The Authority reserves the right to terminate an employee during a probationary period for any reason. Termination under this article shall not be subject to the grievance or arbitration procedure established in Article X.
- (2) The probationary period of a newly hired employee may be extended for a maximum of forty-five (45) days by mutual agreement of the Union and the Authority.

## ARTICLE X

### GRIEVANCE AND ARBITRATION

- (1) A grievance is hereby defined as any difference or dispute between the Authority and an employee covered by this agreement with respect to interpretation, application, or violation of any provision of this agreement.
- (2) Grievances shall be settled by the following procedure:

Step 1. The grievant and the steward shall discuss the grievance with his or her supervisor within five (5) working days from the date of the occurrence or when the grievant would have reasonable become aware of same. Upon notification of grievance, the supervisor shall reply in either verbal or written communication within five (5) days. In the event the supervisor fails to reply within the prescribed time period, the grievance shall automatically advance to Step 2.

Step 2. In the event a grievance is not settled at Step 1, it shall be submitted in writing by the grievant and steward to the appropriated Authority representative within ten (10) days from the prescribed date of reply from the supervisor. Upon receipt of documentation of the grievance, the appropriate Authority representative will meet the grievant and steward within ten (10) days and discuss settlement. Any grievance not served upon the appropriate Authority representative within ten (10) days from the prescribed date of reply from the supervisor as outlined in Step 1 shall be waived. The Authority shall provide the grievant with a written reply ten (10) days from the date of settlement discussion as provided hereunder. In the event the supervisor fails to reply within the prescribed time period, the grievance shall automatically advance to Step 3.

Step 3. In the event the parties fail to settle a grievance at Step 2, a hearing shall be held by the Authority with the greivant and Union representatives, to further discuss settlement within ten (10) days of completion of Step 2. The parties may extend the time period for a hearing date by written agreement. Upon completion of the hearing, an appropriate Authority representative shall provide a written determination of grievance to the designated Union representative with ten (10) days.



It is understood that dates for determinations and written reply under this article may be extended by mutual agreement between the parties in writing.

Step 4. In the event a grievance remains unresolved upon completion of Step 3, it may be submitted to final and binding arbitration within thirty (30) business days of receipt of the Authority's determination. The parties agree to 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 equally shared by the parties. The decision of the Arbitrator shall be binding on the parties and submitted within thirty (30) business days of the final arbitration session.

- (3) Employees shall be paid at the regular rate of pay for time to attend grievances, arbitrations, and negotiations conducted pursuant to this article during regular work shifts at the Authority.
- (4) "For all minor offenses progressive disciplinary action will be expunged after 18 months" Minor offenses are defined as: lateness, absenteeism, incomplete assignments, failure to punch time card, inefficiency, failure to perform duties. The Authority will consider insubordination on a case by case basis depending upon severity.

## ARTICLE XI

### SICK LEAVE

- (1) In the first year of service, each employee shall receive one sick day per calendar month of employment.
- (2) Effective January 1 of each calendar year, all employees are to receive 15 sick days (120) hours plus carryover time at the beginning of the year.
- (3) All sick time to be recorded in hours and not days. Sick time can be utilized in hours only.
- (4) Unused sick time can be accumulated from year to year without limit. Upon termination of employment all unused sick time shall be paid to employees at 50 percent of its accumulation up to a maximum, which shall not exceed \$12,000.
- (5) Wastewater employees on the 3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M. shifts are responsible for notifying the appropriate department head if they will be absent due to illness at least four (4) hours before the employee's start time. Employees on the 7:00 A.M. to 3:00 P.M. shift are required to call in by 6:30 A.M. Failure to adhere to this regulation, may result in disciplinary action.
- (6) It is agreed that the Authority may require an employee who used sick leave immediately preceding or following a holiday to produce substantive evidence of illness including documentation from a medical doctor. If the employee fails to produce such evidence, the Authority has the right to withhold payment for the holiday or take other appropriate disciplinary action.
- (7) It is understood that abuse of sick leave is cause for disciplinary action. Pursuant to subsection 6, the Authority may require employees to produce documentation of illness from a medical doctor in the event an employee used sick leave for three (3) consecutive days or more.
- (8) Employees do not have to use sick time for disability.

## ARTICLE XII

### VACATIONS

- (1) Effective January 1 of each calendar year, a vacation will be granted to all employees who have been in the service of the Authority and have worked the minimum required regular working hours to qualify for vacation pay in accordance with the following schedule:

<u>Period of Employment</u>	<u>Vacation Allowed</u>
0 to 1 years or more	1 working day per month
1 to 5 years or more	12 working days
6 to 12 years or more	15 working days
13 to 20 years or more	20 working days
20 and over	25 working days

- (2) All vacation time shall be credited pursuant to and in compliance with N.J.A.C. 4A: 6-1 et. seq.
- (3) Part time employees shall receive proportionate vacation pursuant to N.J.A.C. 4A: 6-1 et seq.
- (4) The Authority reserves the right to limit the benefits granted to an employee under this Article who may also be collecting benefits for a compensable workman's injury.
- (5) Vacations shall be computed as of the anniversary date of permanent hire. The principle of seniority shall apply to scheduling whenever practicable.
- (6) Vacation leave shall be taken during the calendar year in which it is earned. Earned vacation leave may be carried over one year for reasons of necessity and used during the following year only subject to the approval of the Authority not to be unreasonable withheld.
- (7) If a recognized holiday falls within a vacation period, the employee will be permitted an additional day off for each recognized holiday at employees discretion with reasonable notification.

## **ARTICLE XIII**

### **MILITARY LEAVE**

- (1) The Authority will grant military leave for eligible employees in accordance with the provisions of the New Jersey Administrative code title 4A:6-1.11 et. seq.

## ARTICLE XIV

### UNION CONVENTIONS

- (1) Union representatives or members of the union may receive an unpaid leave of absence to attend legitimate union business and union sponsored conferences or conventions with the consent of the Authority, which is not to be unreasonable, withheld.
- (2) It is understood that there are two regional conferences called each year by the National Union.
- (3) No more than three (3) members of the union will be given this unpaid leave of absence at any given period of time to appear at said conference.
- (4) It is further understood that the Authority is not responsible for any costs involved with any union or employee participation at said conferences.

## ARTICLE XV

### WORKERS' COMPENSATION

- (1) Pursuant to the laws of the State of New Jersey, all employees are provided with Worker's Compensation Disability Insurance.
- (2) It is understood, without exception, that any employee injured while working must immediately notify their supervisor. Failure to comply with this provision may result in a loss of benefits.
- (3) Pursuant to N.J.S.A. Title 34:15-14, an employee who is injured on the job, will be paid 70% of normal salary for the first day lost up to 12 months without being charged sick leave benefits. After sixty (60) days, the employee shall cease to accumulate sick and vacation time. Employees are entitled to those benefits as provided by N.J.S.A. Title 34:15-14.
- (4) Any employee claiming benefits pursuant to this subsection may be instructed to report for a medical examination to be conducted by a physician designated by the Authority. An employee shall not have the right to refuse the medical examination when instructed by the Authority.
- (5) It is understood that all provisions of this article are subject to all applicable New Jersey Worker's Compensation Statutes.

## ARTICLE XVI

### UNPAID LEAVE OF ABSENCE

- (1) Permanent employees may submit written application for an unpaid leave of absence for a period not to exceed six (6) months. Applications for unpaid leave are subject to the approval of the Authority, not to be unreasonably withheld, and if granted shall not include payment of benefits. Extensions may be granted at the discretion of the Authority.
- (2) Employees granted leave pursuant to this article shall return to their former position at the same pay rate after completion of leave.

## ARTICLE XVII

### MEDICAL/DENTAL BENEFITS

- (1) All full time employees, and their eligible dependents, shall be able to enroll in a medical coverage plan, a major medical coverage plan, a dental plan, an optical plan, and a prescription plan. The Authority shall pay premiums for these plans to the appropriate fund as specified in the applicable policy for eligible employees and their dependents.
- (2) All new employees will be enrolled in the Horizon Direct Access insurance plan.
- (3) Major medical, dental, and optical coverage will begin upon completion of appropriate employment forms.
- (4) In order to be considered for union or health benefits employees must work more than 24 permanently assigned hours per week.
- (5) Prescription plan co-pay : Tier 1- \$5.00 for preferred generic medication.  
Prescription plan co-pay: Tier 2- \$10.00 for preferred brand name medication.  
Prescription plan co-pay: Tier 3- \$15.00 for non-preferred generic medication.
- (6) Dental Plan annual maximum allowance per covered person amounts will increase from \$1000.00 to \$1250.00.



## ARTICLE XVIII

### BEREAVEMENT LEAVE

- (1) Upon death of an immediate family member, every full time employee who has completed the initial probation period shall be granted upon request three (3) 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 employee's household. Additional leave with pay may be given to an employee based upon his or her unused sick leave.
- (2) The first three- (3) days of bereavement leave will not be deducted from sick leave. In the event of more than one death in a family per year, additional bereavement leave will be granted. An employee must produce proof of death and relationship to obtain the benefits under this article.

## ARTICLE XIX

### HOLIDAYS

- (1) The Authority shall recognize the following thirteen (13) paid holidays: New Year's Day; Martin Luther King Jr. Day; Washington's Birthday; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; General Election Day; Veteran's Day; Thanksgiving day; Christmas Day.
- (2) In the event a recognized holiday falls on a Saturday, it shall be observed on the Friday immediately preceding the holiday. When a recognized holiday falls on a Sunday, it shall be observed on the Monday immediately following the holiday.
- (3) In the event a recognized holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation for the recognized holiday at employee's discretion with reasonable notification.
- (4) Employees shall be paid one day of straight time pay at the regular hourly rate for each recognized holiday in this article.
- (5) An employee required to work on a holiday shall be paid at the hourly rate of time and one half regular pay in addition to receiving holiday pay as set forth in subsection (4).
- (6) It is expressly agreed that the Authority may require an employee to work on a holiday. Whenever practicable, the Authority shall apply the principle of seniority when requiring employees to work on a holiday.

## ARTICLE XX

### JURY DUTY

- (1) Employees summoned to serve jury duty shall be paid their regular rate of pay by the Authority. Any compensation received by the employee as a juror, except for meal and travel expenses, shall be returned to the Authority.
- (2) Employees shall produce a notice of jury duty or subpoena in order to receive pay pursuant to this article.
- (3) All employees serving jury duty will get day off with pay regardless of shift, or full or part time status.

## ARTICLE XXI

### MANAGEMENT RIGHTS

- (1) Except as expressly modified or restricted by specific provision of this Agreement, all statutory and inherent management right, prerogatives, and functions are retained in invested exclusively in the Authority, including, but not limited to, the rights in its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the numbers of employees to be employed; to hire employees; to determine employee's qualifications; to assign and direct employees' work and training; to determine the requirements of job; to promote, demote, transfer, lay-off, recall to work; to set the standards of productivity and/or the services to be rendered; to maintain efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to use independent contractors to perform work or services except as specifically limited by other provisions of this contract and to take whatever action is either necessary or advisable to determine, manage, and to fulfill the mission of the Authority and to direct the Authority's employees.
- (2) The Authority and the Union mutually agree in principle, that the employees covered by this agreement should work in a drug and alcohol free environment. The Union agrees to cooperate with the Authority to ensure all workers covered by this contract will work in a drug and alcohol free environment.
- (3) The Authority expressly reserves its right to adopt and implement a drug and alcohol free work place policy which shall be, or has been, distributed to all employees.

## ARTICLE XXII

### FAMILY LEAVE

- (1) An employee may request leave under this article pursuant to the Family Leave Act as set forth in N.J.S.A. 34:11B-1 et. seq. And 29 U.S.C. 2601 et. seq.

## ARTICLE XXIII

### EDUCATIONAL BENEFITS

- (1) Employees may receive tuition reimbursement for educational courses related to wastewater treatment subject to the approval of the Executive Director of the Authority.
- (2) Employees must satisfactorily complete an approved course before receiving reimbursement from the Authority for same.

## ARTICLE XXIV

### STRIKE/LOCKOUT

- (1) The Authority agrees not to lock out any employees and the Union agrees not to authorize any strike, stoppage, slowdown or picketing during the term of this agreement.

## ARTICLE XXV

### UNIFORMS

- (1) The Authority agrees to supply, at the Authority's own expense, all necessary equipment which may be required by the Authority exclusive of normal wearing apparel.
- (2) It is understood that the employees shall be required to wear designated uniform and applicable safety equipment during all working hours. The Authority shall supply the said required uniform and the employee will be responsible for the safekeeping of the uniform with the exception of reasonable wear and tear. If in the event any uniforms are lost or stolen, the employee will be responsible to replace the said uniform.
- (3) The NBMUA agrees to the following uniform disbursement:
  - 3 "pairs" of pants
  - 3 "pairs" of tee shirts
  - 2 sweat shirts and 1 button down shirt
  - 2 pairs of work boots
  - 1 jacket or coveralls for winter every other year
- (4) Employees are not permitted to wear or display any jewelry or other objects on their person, which may present a safety hazard to themselves or other employees during work hours.



## ARTICLE XXVI

### PRODUCTION EFFICIENCY

- (1) The Union, as well as the employees covered by the terms of this agreement, agree that they will perform their respective duties at the Authority loyally, efficiently, and continuously under the terms of this agreement. The Union and the employees covered by the terms of this agreement will use their best endeavors to protect the interest of the Authority, to conserve its property, and to give service of the highest productive quality.

## ARTICLE XXVII

### TRANSFERS

- (1) The Authority shall have the right to transfer employees from one job or operation to another including transfer to another plant location. Employees may not unjustifiably refuse to assist or work on temporary assignments not part of their usual work or assignment when the business of the Authority requires.
- (2) If an employee is temporarily transferred from one job to another such employee shall not receive a lower rate of pay than he was formerly receiving unless said transfer is made to prevent a layoff of such employee, or such transfer was necessitated by the failure or inability of the employee to perform the former job.
- (3) If the Authority deems it necessary to transfer an employee from a higher classification to a lower rated classification because of a change in process or reduction in working force requiring a layoff or by reason of the failure or inability of the employee to perform his former job, the employee so transferred shall then be paid for the classification in which he is placed.
- (4) Senior qualified employees who want to secure another job within the bargaining unit will be given first consideration for available positions before the Authority hires new employee(s). The Authority reserves its right to hire employees outside the bargaining unit.
- (5) Union Shop stewards and Safety Officers shall only be temporarily transferred for compelling reasons.
- (6) Temporary transfers shall not exceed 60 days, unless prior written notification to the union is given. Authority will attempt to place qualified volunteer in position prior to transfer of employee. This does not affect the rotating maintenance shifts.
- (7) Operations training will be posted every 6 months for a two-week period. Training will be limited to 6 men. Training will be reposted after completion of existing list, or 6 months from date of last posting whichever comes first. Treatment plant conditions prevailing. Seniority dictates training priority with respect to order of training.

## ARTICLE XXVIII

### COMPLETENESS OF AGREEMENT

- (1) The agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of the agreement all matters, which were or might have been raised in all collective bargaining negotiations leading to the signing of this agreement.
- (2) It is further agreed that if any provision of this agreement or application thereof to any person or circumstances shall be held invalid, the remainder of the agreement or application of such provisions shall not be affected thereby. If any such provisions are held invalid, the Authority and the Union will meet to negotiate changes so required.

## APPENDIX A

M.U.A. to establish a program on substance abuse and psychiatric treatments.

## APPENDIX B – GROUP LIFE INSURANCE

Employees who are members of the Public Employees Retirement system of New Jersey are automatically enrolled in the Group Life Insurance provided under the state health benefit plan.

The amount of life insurance benefits depends on the employees earning status at the time of death. Non-contributory members receive one and one half times annual salary. Members who have contributory insurance, receive three times annual salary.

If an employee terminates employment before retirement, or if the insured period expires during a leave of absence, coverage will continue for 31 days. During that time, employees may convert all or part of the coverage to an individual policy without a medical exam.

## APPENDIX C – PENSION PLAN

Employees who must be members of the public Employees Retirement System (PERS) are:

1. Employees covered by Social Security who earn more than \$1,500 or more per year.
2. All veterans, including those who are elected officials.
3. Employee's salary deductions, based on a percentage of the employee's salary, will begin once the division of pensions completes this processing. The amount of deduction will appear on the employee's paycheck stub.
4. If the employment terminates before retirement, the employee will receive a refund of his/her contributions to the pension system plus interest. All rights and privileges then end.
5. An employee who is actively contributing to PERS may get a loan from the retirement system once he/she has been a contributory member for three years.

Employees may borrow up to half of their accumulated contributions.

Repayments are deducted from the employee's paychecks. Loans are limited to no more than two per calendar year.

Employees who are ineligible for membership in PERS are:

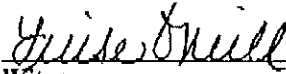
1. Members of any other (not New Jersey) state-administrative retirement system or local government system for the same position.
2. Provisional or temporary employees with less than 12 months of continuous service.
3. Pensioners of another state-administered retirement system or those receiving pension from New Jersey or other state/local jurisdictions.
4. Those not properly covered by Social Security.
5. Seasonal employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

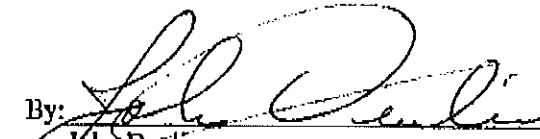
5 day of MAY 2008

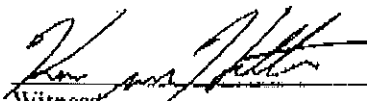
NORTH BERGEN MUNICIPAL UTILITIES AUTHORITY

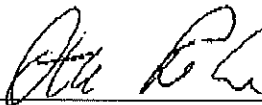
By:   
Frank Pestana  
Executive Director

  
Witness

UTILITY WORKERS' UNION OF AMERICA AFL-CIO

By:   
John Devlin  
Regional Director

  
Witness

By:   
Otto Rehe  
Local 534B President