

A G R E E M E N T

BETWEEN

ORIGINAL

BERGEN COUNTY UTILITIES AUTHORITY

WATER POLLUTION CONTROL DIVISION

AND

UTILITY WORKERS UNION OF AMERICA

AFL-CIO

LOCAL 534

JANUARY 1, 2016 TO DECEMBER 31, 2019

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WATER POLLUTION CONTROL DIVISION

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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 of the same year.

Year:

A period of time consisting of twelve (12) 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 and as further defined in New Jersey Statutes.

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 and as further defined in New Jersey Statutes.

Temporary Work Assignment:

An out of title work assignment in excess of five (5) working days.

Probationary Employees:

An employee serving in a working test period in a permanent or provisional title as defined by the Civil Service.



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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 New Jersey Statutes.

Inclement Weather:

Includes weather conditions such as snow/sleet/ice storms and severe rains. Severe rains include northeasters, hurricanes and other conditions that cause widespread flooding and/or power outages.

Base Rate of Pay:

Is defined as the base hourly rate of pay for each grade and step before calculation of any applicable premium, including longevity, shift differential, etc.

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ARTICLE I

THIS AGREEMENT made on the 21 day of November, 2016 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, Local 534 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 an 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:

1.01 **TERM OF AGREEMENT**

The term of the agreement shall be from January 1, 2016 to December 31, 2019 and it shall take effect upon execution by both parties.

In the absence of written notice given at least sixty (60) 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 (60) days' notice is given of the annual expiration date.

For those jobs and classifications not agreed upon at the execution of the agreement, the parties agree to discuss and negotiate the salary and job content for those categories. If no agreement is reached the parties shall submit the issue to binding 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.

This agreement shall supersede any rules, regulations or practices of the Authority which are contrary to or inconsistent with its terms.

This agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in written and signed amendment.

1.02 **NEGOTIATION PRACTICES**

Collective negotiations for all employees of the Authority represented by Local 534, UWUA with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agents of each of the parties. Not more than five (5) representatives of each party, plus counsel and two (2) experts, shall participate in collective negotiating meetings, except by consent of both parties.



Collective negotiations for the contract period beginning January 1, 2020 shall commence on or about September 1, 2019. If the parties have not reached an agreement by December 1, 2019 the parties may jointly petition the Public Employment Relations Commission to appoint a fact finder or resolve the issues through any procedure allowed by the Public Employment Relations Commission.

1.03

MEETINGS

Negotiating sessions shall begin at times which will permit at least five (5) consecutive hours of negotiation 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. Union representatives shall not be paid for attending negotiations, grievances or arbitration hearings that exceed their regular working hours.

1.04

APPLICABLE LAW

The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act, Chapter 303 of the laws of 1968 as amended (NJSA 34:13A-1 et. seq.) and that they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission and the



New Jersey Department of Personnel (Civil Service) as they exist on the date of this agreement and all applicable state and federal law. However, either party to the extent permitted by law may appeal an adverse decision to a court or administrative agency of competent jurisdiction.

ARTICLE II

2.01

MANAGEMENT RIGHTS

A. Nothing in this agreement shall interfere with the right of the Authority in accordance with applicable law, rules and regulations to:

- i) Carry out the statutory mandate and goals assigned to a utilities authority utilizing personnel, methods and means in the most appropriate and efficient manner possible.
- ii) Manage employees of the Authority, to hire, promote, transfer, assign or retain employees in positions with the Authority and in that regard establish work rules.
- iii) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- iv) Temporary assignments are permitted at the discretion of management and will be made pursuant to Civil Service regulations. Temporary assignments may also be permitted in the reasonable discretion of management where it is necessary to temporarily move an employee during the pendency of an anti-harassment or other type of workplace investigation. Accordingly, temporary assignments shall only be implemented to effectuate the full

utilization of personnel and to provide for the efficient method and means to conduct the operations of the Authority. Under no circumstances will any temporary assignments be made for disciplinary reasons.

v) Any employees who are members of a trade or profession will not be temporarily assigned when the assignment is not for work performed by their trade or profession. Any employee temporarily assigned to a lesser paid position will continue to receive the same rate of pay of the title he/she held before the assignment. Any employee temporarily assigned to a higher paid position will be paid at the higher out-of-title rate immediately. Employees selected for temporary assignment will be issued instructions regarding the nature of the temporary assignment, the safety measures to be taken, and the necessary safety equipment by their supervisor.

B. This is not intended as a vehicle of substitution for full staffing at either division. The temporary assignments are not to be used as a way to replace titles already existing at either division. Neither side will abuse the provisions of this section, which is subject to the grievance and arbitration procedures of the collective bargaining agreements.



2.02

RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the union before they are established.

2.03

DISCHARGE AND DISCIPLINE

A. A permanent or provisional employee who has completed the probationary period and who is covered by this agreement may be discharged, suspended or otherwise disciplined for just cause pursuant to Civil Service regulations. Just cause shall include but not be limited to:

- i) Neglect of duty or unsatisfactory work.
- ii) Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- iii) Incompetence, inefficiency, or incapacity due to mental or physical disability.
- iv) Insubordination or serious breach of discipline.
- v) Consumption of controlled dangerous substances or alcoholic beverages, being under the influence of controlled dangerous substances in violation of Title 24 of the New Jersey Statutes annotated or being intoxicated while on duty.
- vi) Violation of Authority rules and regulations, including tardiness.
- vii) Conviction for the committing of a criminal act.
- viii) Engaging in an illegal work stoppage.
- ix) Conduct unbecoming a public employee.

- B. Any discharge, suspension or other discipline which results in loss of pay shall be subject to grievance and arbitration as set forth in Article VII, subject to all applicable state and federal laws.
- C. Disciplinary warnings and/or coaching shall be issued in writing to the employee and a copy will be given to the Union. Warnings will be discarded five (5) years after they are issued. Coaching session documentation will be discarded six (6) months after issued if there are no subsequent occurrences within six (6) months. At the request of any employee he/she will be permitted to review his/her personnel file in the presence of the Union representative.

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ARTICLE III

3.01

UNION RECOGNITION

- A. 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 qualified blue collar, technical and clerical employees.
- B. For purposes of this agreement, the covered departments are: water pollution control, finance, resource recovery, personnel administration, security, engineering, purchasing, industrial pretreatment and data processing. Additional departments that may be subsequently created are covered by this agreement. Represented employees are those who have completed the probationary period, hereinafter defined, and who have the job titles listed in Article V.
- C. It is agreed that all other employees of the Authority, including confidential employees, managerial executives, professional employees, police and supervisors are excluded from the bargaining unit.
- D. The Authority will notify the Union once every month of the name, address, employment date, classifications rate of pay, telephone number of any new employees with the bargaining unit, and will supply to the Union a quarterly



seniority list which will contain at least the above information. The Authority will also notify Union of terminations. Additional information will be made available on request.

- E. The Authority will provide the Union with a complete employment list of all BCUA payroll employees on a quarterly basis. This report shall include each employee's name, address, employment date, title, bargaining unit, NJDOP classification and rate of pay.

3.02

DUES CHECK-OFF

- A. 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 in the first pay period following ninety days' employment.) The Authority agrees to deduct the Union initiation fees upon written request from the local Union president or treasurer.
- B. 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.
- C. The card shall be filed with the finance/payroll department of the Authority.



- D. The deductions shall be made each pay period and said deductions shall be mailed within five working days of the end of the current calendar month to the treasurer of the Union together with a list of the names of the employees from whose pay such deductions have been made.
- E. 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.
- F. The Authority shall have no responsibility for collections of fees or dues which are not in accordance with the agreement.
- G. The Union agrees to indemnify and hold the Authority harmless from any claim or actions commenced by an employee against the Authority which arise out of the aforesaid deductions.

3.03 CONDUCT OF UNION BUSINESS ON AUTHORITY PREMISES

VISITATION

- A. A representative of the national or international union, including attorneys, shall be permitted to visit the Union stewards or the local Union president to discuss Union business at reasonable times provided such visits do not interfere with or disrupt Authority business. The international or national Union representative or attorney shall, prior to visiting the Authority premises, advise the chief of personnel of his intention to visit the facility. In the absence of the



chief of personnel the union shall notify the executive director.

- B. The Authority shall provide a suitable place for confidential discussions between the representatives and local Union officers or members.
- C. Union members and representatives shall provide reasonable advance notice and obtain approval from management before leaving their assigned work duties to conduct union business.

3.04

BULLETIN BOARDS

- A. The Authority shall supply four enclosed bulletin boards of suitable size for exclusive use by the Union at places which are convenient for all employees in the bargaining unit. Said bulletin boards shall be used only for notice pertaining to 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.
- B. All material to be posted on the bulletin boards shall be submitted for approval to the chief of personnel, which approval shall not be unreasonably withheld.



3.05

STEWARDS

The Union shall designate a chief steward and such stewards as it deems necessary. The Union shall notify the Authority of the names of the stewards and their areas of responsibility.

3.06

SAFETY MEETINGS

The Authority and the Union will meet monthly to discuss safety issues.

3.07

DIVISION OF WORK

Except to instruct, assist, or aid employees, supervisors or other non-bargaining unit employees shall not be used to perform work exclusively performed by employees covered by this agreement unless special circumstances require otherwise.

3.08

LABOR MANAGEMENT

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

3.09

UNION CONVENTIONS

A. Union representatives or members of the Union may request a paid or unpaid leave of absence to attend to legitimate Union business and Union sponsored conferences, conventions, workshops, seminars, or other business as

submitted. For the purpose of this section, paid leave applies only to the President, Vice President, and one additional Union Officer as designated by the President. All leave requests must be accompanied by the name, location and duration of the convention. A minimum two weeks' notice must be provided for all leave requests. Proof of attendance required if paid by BCUA.

- B. For the purposes of this section it is understood that there are two regional conferences called each year by the national Union. The purpose of this section is to provide Union members, who are duly authorized delegates, the opportunity to appear at and participate in those conferences. No more than four members of the Union will be given an 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, nor should any leave cause disruption of the operations of the Authority.
- C. Both the Authority and Local 534 agree not to abuse this provision.

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ARTICLE IV

TERMS AND CONDITIONS OF EMPLOYMENT

4.01 **NON-DISCRIMINATION**

There shall be no discrimination against any employee because of race, creed, color, national origin, nationality, ancestry, religion, age, sex (including pregnancy), marital status, domestic partnership status, civil union status, affectional or sexual orientation status, atypical hereditary, cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, AIDS and HIV status or union status.

The Authority and the Union believe that each employee is entitled to respectful treatment by every other employee, no matter his rank or station. Abusive language or actions among employees or between supervisory personnel and hourly employees will not be tolerated.

4.02 **LEAVES**

4.02A **VACATION**

1. Employees earn vacation leave in the following manner:
 - a. One (1) working day of vacation for each month of service during the first calendar year of employment.
 - b. Fifteen (15) working days' vacation in each succeeding calendar year prior to the completion of five (5) years (60 months) continuous

service.

- c. Twenty (20) working days vacation in each calendar year of service starting with the beginning of the calendar year in which five (5) years (60 months) service are completed.
 - d. Twenty-five (25) working days vacation in each calendar year of service starting with the beginning of the calendar year in which twenty (20) years (240 months) service are completed.
 - e. For those employees hired prior to July 1, 2016, thirty (30) working days vacation in each calendar year of service starting with the beginning of the calendar year in which twenty-five (25) years (300 months) service are completed.
 - f. For those employees hired prior to July 1, 2016, thirty-one (31) working days vacation in each calendar year of service starting with the beginning of the calendar year in which thirty (30) years (360 months) service are completed.
 - g. During the first calendar year of service, complete vacation allowance for the calendar year is available for use after six (6) months of service.
 - h. 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,



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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 (15) days per year - one and one-quarter working days per full calendar month of employment.
 - c. Twenty (20) per year - one and two-thirds working days per full calendar month of employment.
 - d. Twenty-five (25) per year - two and one-tenth working days per full calendar month of employment.
 - e. Thirty (30) per year - two and one-half days per full calendar month of employment.
4. Vacation leave is taken during the calendar year in which it is earned except as follows:
 - a. Earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year. Except for any accrued unused vacation earned under the terms of a prior contract, in no event shall unused vacation days be carried over for more than one year unless such carry-over vacation was not taken because duties directly related to a state of emergency declared by the Governor. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking his earned vacation leave.
 - b. 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 the needs of the Authority, 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.

- c. 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.
- d. Terminated employees shall be paid for the vacation due him or her to a maximum of two (2) years of unused vacation allowance, or to his or her estate in the event of the death of an employee.
- e. Employees will be notified of the number of their vacation days, which may be reported on in hourly totals.

5. Note that the definitions are:

Calendar Year	January 1 through December 31 of the same year. Year: Period of twelve months.
Calendar Month	First through last day of January, February, etc.
Working Day	One day equal to the number of hours regularly worked by an employee. All employees do not work an eight-hour day.
Month	First through last day of each month.

- 6. All requests for vacation of one (1) or more weeks in duration shall be in writing to management and require at least two (2) weeks minimum notice, subject to approval of management. All other vacation requests shall be in writing to management and be made on at least twenty (20) hours' (excluding weekend hours) notice, subject to approval of management. In the discretion of management, notice requirements may be relaxed which will not be unreasonably denied.

4. 02B

SICK LEAVE

- 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 with just cause. Just cause includes, but is not limited to, any absence of three (3) or more consecutive work days, patterned absenteeism or chronic absenteeism." The Authority reserves the right to withhold pay in a subsequent pay period for such absence if proof is insufficient. Upon 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, except where such abuse results in Major Discipline. All Major Discipline is subject to Civil Service appeal for those employees covered by



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Civil Service. 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.

4. 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.
5. 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 (1) sick day for calendar month of employment following the first calendar month of service.
 - c. In each succeeding calendar year of service, fifteen (15) sick days.
6. Unused sick time 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 5a above.

7. 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 Authority's Health Benefits Medical Insurance Program 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 at least the equivalent of the provisions included in Summary Program Description of the State Health Benefits Program which relates to Medical Plan Extension of Benefits.
8. After prolonged illness beyond five (5) work days, statements from the employee's doctor may be required, indicating the employee's ability to safely return to his/her position. The employee may be required to undergo a physical examination by an Authority appointed physician.
9. Employees may maintain unlimited hours in accrued sick time. Each year, employees who have unused sick time for the present year may elect to receive equivalent pay in exchange for said unused sick time up to one hundred and twenty (120) hours. Payments made per this section are based on sick time earned as of each November 30, and will be paid out annually on or before December 31 of each year included in this agreement.
10. This payment agreement is subject to any modification or change in language necessary to satisfy the legal obligations of the parties and may be consummated only with the approval of the State of New Jersey and on determination that State



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and Federal standards have been met. If necessary, an Advisory Opinion regarding compliance with State and federal standards may be sought from the State of New Jersey. The parties agree to jointly file with the New Jersey Department of Personnel for approval of this provision.

11. 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 employee supplemental compensation for accumulated unused sick leave in the amount accumulated by December 31, 2010 or an amount not to exceed \$15,000.00, whichever is greater. In addition to the cash-out of unused sick leave as provided in Article 4.02(B)(9), an eligible employee may also elect to annually cash-out any unused sick leave which was accumulated on or before December 31, 2010, up to an amount equivalent to the employee's statutorily required annual health insurance premium contribution.

4.02C

SICK LEAVE REDUCTION PLAN

1. Employees taking no sick days during any individual contract year of this agreement (all terminating on December 31st of the contract year), will receive \$1,000.00 in January of the following year.
2. Beginning on January 1, 2017, Employees taking three (3) or fewer sick days during any individual contract year of this agreement (all terminating on December 31st of the current year) will receive \$750.00 in January of the following year.

4.02D

HOLIDAYS

1. The holidays set forth below will be observed by the Authority. Each full time employee covered by this agreement shall receive his or her regular day's pay, eight hours at straight time, without working on the following days:

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

2. Upon completion of three (3) months service each employee will be entitled to two (2) personal days to be taken within the calendar year. The employee must request a personal day from his or her supervisor at least fort-eight (48) hours in advance. Approval will not be unreasonably withheld. For all employees hired before July 1, 2016, one (1) additional personal day will be given.
3. Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday respectively as mutually agreed by the parties or as established by the State or Federal Government.
4. An employee required to work on a holiday shall be paid at the rate of time and one half regular pay plus the regular rate of pay.
5. Holiday hours shall be considered as time worked for the purpose of calculating overtime pay. If the holiday falls on an employee's 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.

6. It is expressly agreed that the Authority may require an employee to work on a holiday.
7. It is agreed that the department head may require that an employee, who does not work on his or her regular work day preceding or following a recognized holiday, produce substantive 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.

4.02E

LEAVE FOR JURY DUTY

1. An employee summoned for jury duty will be granted a leave of absence with pay for a period not to exceed eight hours per day. The employee shall receive his or her regular rate of pay less the amount of money received by him or her for serving on jury duty.
2. If an employee is subpoenaed as a witness for any reasons related to the operations of the BCUA, he or she will be granted leave with pay less the amount of money received by him or her for appearing as a witness.
3. The employee must produce the jury notice or subpoena in order to receive benefits under this article.
4. If the employee is dismissed from duty and can reasonably return prior to 1:30 p.m., he or she shall return to work at the Authority.
5. If an employee is dismissed from jury duty at 12 noon or later, he or she shall not be required to return to work at the Authority.



4.02F

MILITARY LEAVE

Military leave and compensation for such leave is provided for in State Statutes and Civil Service regulations. Proof of military service shall be provided by the employee within two weeks of the employee's return to work from military leave or as otherwise provided by law.

4.02G

CONVENTIONS

As provided in civil service regulations.

4.02H

PERSONAL LEAVE OF ABSENCE

1. A permanent employee may request a leave of absence for good cause without pay for a period not to exceed six months. Leave may be granted at the discretion of and subject to the needs of the Authority. However, leave will not be denied unreasonably.
2. A leave of absence may be renewed up to a maximum of a second six (6) months only upon request of the employee for reasons of personal illness, disability, or other reasons deemed proper by the Authority.
3. The Authority reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of five (5) working days.
4. All decisions of the Authority regarding leaves of absence shall be discretionary but subject to the grievance procedure.
5. At the expiration of such leave, the employee shall be returned to the position from which he or she is on leave and shall be entitled to all increases granted during his or her leave for his/her job classification. There shall be no retroactive pay pursuant to this article.



6. Authority seniority and not civil service shall be retained and shall accumulate during all personal leaves of absence. All other benefits shall not accrue during personal leaves of absence, except as prescribed by law.

4.02I

PAY DURING JOB RELATED INJURIES

1. The Authority represents that all employees covered by this agreement are covered by Workers' Compensation insurance and that the Authority will continue to provide such coverage as required by statute.
2. If an injured employee is disabled for a period of more than seven consecutive days, the employee will be eligible to receive temporary disability benefits at a rate of 70% of the employee's average weekly wage, not to exceed the maximum rate or fall below the minimum rate set by statute in effect during the year of the accident. The BCUA will pay the differential between the applicable foregoing amount and the employee's regular weekly wage for a maximum period of six (6) months. This differential shall be known as a "sick leave injury" payment. If an employee is unable to return to work after six (6) months, the sick leave payment shall cease; however, the employer shall supplement the employee's workers' compensation disability payment by covering only the employer's share of the injured employee's regular pension and health insurance contributions. An employee may elect to use accrued paid sick, vacation or personal leave, if available, to mitigate the loss of sick leave injury payments. In no event, however, shall



an employee receive more than his regular weekly wage. Sick leave injury payments are subject to the same rules and regulations as workers' compensation insurance and shall not be made if the injury is due to intoxication or willful misconduct on the part of the Employee. Employees absent from work due to injury, who willfully fails to fulfill all of the conditions necessary to receive workers' compensation benefits, shall not be entitled to sick leave injury payments until such conditions are fulfilled.

3. Employees that have returned to work from a job related injury or illness shall be granted leave to attend follow-up medical visits including physical therapy, or other specialized treatments relating to the specific injury or illness. This leave will be accounted for as "Injury Sick" and will not be deducted from the employee's sick time allotment. Employees will punch out while on such leave and will not receive BCUA transportation to or from any follow-up medical visits including physical therapy or other specialized treatments. Thirty (30) days after an Employee's return to work date, such visits, therapy or treatments shall be scheduled during an employee's non-working hours.

4.02J

PAY DAYS

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.



4.02K

BEREAVEMENT LEAVE

1. 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 (4) working days leave with pay to attend or make arrangements for the funeral. Immediate family is defined as and limited to spouse, civil union partner, son, daughter, mother, father, grandparent, grandchild, brother and sister. Additional leave with pay will be given to the employee based upon his or her unused sick leave.
2. Employee may, upon request, be granted two (2) working days leave with pay to attend or make arrangements or the funeral of an aunt, uncle, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, great grandparent, or great grandchild.
3. Bereavement leave will not be deducted from sick leave.
4. An Employee is eligible for bereavement leave upon each covered occurrence.
5. Bereavement leave must be taken in consecutive days within fourteen (14) days of the relative's death.
6. An employee must produce proof of death and relationship to obtain the benefits under this article.



D.P.

4.02L

PAID MATERNITY/PATERNITY LEAVE

1. An infant's mother is eligible for up to six (6) weeks of paid maternity leave on an annual basis for the birth and care of her newborn or adopted child. An infant's father is eligible for up to three (3) weeks of paid paternity leave on an annual basis for the birth and care of his newborn or adopted child. Upon request and approval by the Authority, after an employee has exhausted his/her paid maternity/paternity leave, an eligible employee may utilize paid sick or vacation time for purposes of income replacement during any otherwise unpaid portion of a maternity/paternity leave. An Employee may also apply for New Jersey Family Leave Insurance through the New Jersey Department of Labor. In no event shall an employee be entitled to more than 100% of an employee's regular rate of pay while on leave.

2. Employees are eligible for unpaid maternity/paternity leave pursuant to the limits set forth under state and federal law which is generally twelve (12) weeks. An eligible employee seeking paid maternity/paternity leave shall be required to apply for and concurrently use any unpaid leave for which he or she may also be eligible under the Family and Medical Leave Act ("FMLA") and/or New Jersey Family Leave Act ("NJFLA").

3. To be eligible to take paid maternity/paternity leave, employees must: (1) have a minimum of one (1) year of employment and have worked at least one-thousand (1000) hours in the preceding twelve (12) months; and (2) must continue



employment with the Authority for one year from his/her return. Failure to comply with these requirements may result in the employee reimbursing the Authority for all or part of the cost of the maternity/paternity leave upon his/her resignation, retirement or termination.

4.02M **FAMILY AND MEDICAL LEAVE**

The Authority agrees to abide by the provisions of the State and Federal government leave standards (N.J.S.A. 34:11B-1 et seq.) and recognize that it may allow alternative options regarding sick leave and personal leave. Employees shall be required to use their paid sick leave and unpaid FMLA or NJFLA leave concurrently where the reasons for the paid sick leave also qualifies under the FMLA or NJFLA.

4.03 **SENIORITY**

4.03A **SENIORITY RIGHTS**

1. It is agreed that both parties recognize and accept the principle of seniority in all cases of layoffs, recalls and vacations. In each case, however, Civil Service Commission regulations and requirements shall control where applicable for consideration.
2. For civil service purposes, seniority is calculated from the date of regular appointment from certification from an eligibility list. Seniority is defined for layoff and demotion purposes, as ". . . the amount of time which an employee

has served continuously in a permanent capacity . . ." Seniority, under civil service is not a factor in vacation scheduling."

3. In the event of layoff and rehiring, employees with the longest length of continuous service with the Authority will be given preference provided that they have the merit, ability and capacity to qualify for such job. Pertinent provisions of the New Jersey Civil Service statutes will be observed. In each case, however, Department of Personnel regulations and requirements will be a factor for consideration.
4. An employee who returns to full time employment after mandated military service will receive seniority credit for the time spent in service.

4.03B SENIORITY OF CERTAIN OFFICIALS OF UNION

To the extent permitted by Civil Service Commission regulations and other applicable law, the Union's President, Vice President, Secretary, Treasurer and Recording Secretary shall be placed at the top of the seniority list within their Authority 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.



D.P.

4.03C

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:
 - a. Voluntary resignation or retirement.
 - b. A failure to report to work without approval of his/her supervisor for five (5) consecutive business days or who fails to return to work for a period of greater than five (5) consecutive business days following an approved leave is considered to be a voluntary resignation.
 - c. Discharge for just cause.
 - d. Failure to report for work within five (5) days (when called back after a lay-off) after receipt of a telegram or registered letter, unless such failure is mutually agreed between the Authority and the Union to be excusable.
 - e. In case of permanent employees, names are placed on special re-employment lists which do not expire. The laid off employees must be recalled in seniority order, for life. Names are removed only by an employee request or when the employee is rehired to the same position from which he/she was laid off. All seniority accrued prior to the layoff is continued upon reappointment. No seniority is accrued, however, while the employee is out of work.
 - f. For provisional employees, failure to be called back to work for a period of twelve months after a lay-off, unless a greater period of time is established by mutual agreement.

4.04

POSTING OF VACANCIES AND PROMOTIONS

- a. All new and vacant positions in the bargaining unit, 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 pending civil service procedures.

- b. With respect to Grades 5 or 6 Titles in the bargaining unit, the Authority will attempt to fill vacancies from the ranks of the employees who comprise the bargaining unit. Nothing contained herein shall prevent the Authority from hiring new employees to fill vacancies or new positions, subject to appropriate Civil Service procedures.

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4.05

SAFETY & UNIFORMS

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, insulated coveralls, 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.
- D. Non-white collar workers and white collar employees, whose jobs require, are entitled to safety shoes. Such shoes are made available at the time of hire and are replaceable on an as needed basis, upon approval. The employee will be given up to \$140.00 voucher, or in the case of welders up to \$200.00 voucher, to purchase replacement shoes. Employees will be required to sign a form outlining the rules and procedures to follow. Vouchers will enable employees to purchase safety shoes at least two authorized vendors to be determined in the sole discretion of management. In the alternative, Employees may purchase safety shoes at a vendor of their own choice and submit a reimbursement request supported by receipts for an amount not to



exceed to \$140.00, or in the case of welders up to \$200.00.

E. All employees will be given a free safety glasses examination as needed upon approval and be given up to a \$150.00 voucher for prescription safety glasses at an authorized vendor. Vouchers will enable employees to purchase prescription safety glasses at authorized vendors to be determined in the sole discretion of management.

4.06A

WORK SCHEDULE

HOURS OF WORK

- A. The work week shall begin at 12:01 a.m. Sunday and end at midnight the following Saturday, and it shall consist of 5 days of 8 hours each day. Employees will begin work at hours determined by the Authority.
- B. The usual hours for non-shift employees shall begin between 6:00 and 9:00 a.m. and end between 2:00 and 5:00 p.m., as the needs of the Authority require. If non-shift employees are required to begin work at other than the usual hours, they shall receive a shift differential for the time worked before the usual starting time.
- C. Sewage plant operators, and senior sewage plant operators shall work a five week rotating shift covering seven days a week. The usual hours for shift employees will be 6:30 a.m. to 2:30 p.m., the second shift, 2:30 p.m. to 10:30 p.m.; the third shift, 10:30 p.m. to 6:30 a.m., the first shift, etc. The hours may be changed as the needs of the Authority require.
- D. Field workers shall be required to work a rotating shift upon the same terms and conditions as shift workers stated above in paragraph C. The Union shall receive thirty days' notice before the field workers are placed on a rotating shift. The Authority will consider comments by the Union concerning the effect of the introduction of the rotating shift upon the field

- workers. Field workers shall be deemed to be employees who perform their principal work outside the Authority premises in Little Ferry.
- E. Laboratory schedules will be staggered to cover weekend work without overtime compensation. Schedules will be Tuesday through Saturday, or Sunday through Thursday.
 - F. Employees shall remain on duty until properly relieved.
 - G. The Union will be given notice prior to any changes in the usual hours of work. The Authority will provide seven (7) days' notice of changes in work operation shift schedules unless unforeseen circumstances arise.
 - i. The Authority will not alter an Operator's schedule to accommodate a request for vacation by another employee of three (3) days or less.
 - ii. The Authority will maintain a schedule for Operations that does not include split days off.
 - iii. Emergency or other conditions constituting good cause may occur which require temporary change to the schedule. Changed schedules will be dated and distributed to employees.
 - H. The Authority will permit changes in shift schedules on five (5) days' notice in the WPC Operations Department when an agreement is reached between Plant Manager and the Union, provided there is no cost to the Authority. The five (5) days' notice requirement may be relaxed in the sole discretion of management which will not be unreasonably withheld.
 - I. During the eight (8) hour day, the employees shall be allowed with pay one 15 minute relief during the morning or the first half of the shift. Also, during the eight hour day, the employees shall be allowed 30 minutes for meal-rest period, for which time the employees shall be paid. Employees shall not leave Authority premises during the meal-rest period.
 - J. In case of emergency, the relief period and the meal-rest period may be



shortened and the employee required to work.

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

4.07 **FLEX TIME**

Flex time may only be granted at the approval of the Executive Director.

4.08 **CALL BACK TIME**

- A. Any employee who is called back to work after having completed his/her work day and having left the facility shall be compensated at time and one half his or her regular pay with a minimum guarantee of four (4) hours pay. This provision shall not apply to an employee performing regular overtime, or to an employee called in one hour or less before the start of a regular shift, who is paid the applicable overtime rate.

4.09 **STAND BY PERIOD**

- A. There shall be a normal stand by period for seven consecutive days beginning on Monday at 3 p.m. and ending on the following Monday at 3 p.m. Holidays shall be included within the normal stand by period. However, if a holiday is recognized by the Authority is celebrated on a Monday the stand by period shall be extended until Tuesday at 3 p.m.
- B. The Authority may in the exercise of its discretion designate a duty team consisting of three sewerage meter repairers, one senior sewerage meter repairer from the field and meter crews and one senior pumping station operator. The Authority may vary the number and composition of the duty team.
- C. The Authority at its expense will provide the designated duty person with a radio page for use during the stand by period. It shall be the obligation of



the duty person to periodically test the radio page to determine if it is functioning properly.

- D. The duty person shall be obligated to reply to an Authority telephone call or radio page within thirty minutes of the call or page. The duty person must make his or her home telephone available for the Authority to communicate with him or her.
- E. The duty person shall be obligated to report to an Authority designated place of work within thirty minutes of the telephone call made by the Authority or the signal sent by means of the radio page system.
- F. The duty person who cannot be reached at his or her home telephone number shall be obligated to notify the duty shift supervisor of that fact and must leave a telephone number where he/she can be reached. Whenever a duty person cannot be contacted directly by means of his/her home telephone he/she must attach the page system to his or her person.
- G. The duty person shall stand by during all hours not actively on duty.
- H. The duty 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 duty supervisor of his/her illness, incapacity or inability to perform the job.
- I. The Authority will post a stand-by duty schedule for specific weeks. A duty person, for good cause, shall have the right to obtain a replacement subject to Authority approval. Good cause shall consist of going on vacation or other relief. The burden of finding a replacement shall be upon the scheduled duty person.
- J. As a general rule the duty person shall report to the Little Ferry plant to obtain a vehicle before reporting to an assigned work site. However, the Authority, at its discretion may assign a vehicle to a duty person to permit direct transportation from his or her home to the work site, or place of



emergency.

- K. 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.
- L. The duty person shall receive \$1.10 premium pay for each hour of actual stand by duty.
- M. When called out to perform work during the stand-by period the duty person will be paid in accordance with the standard provisions of the agreement concerning overtime pay, call back pay or holiday pay.

4.10

INCLEMENT WEATHER POLICY

- A. The parties agree that in the event of inclement weather or a weather emergency, the policy adopted by the Commissioners shall become applicable.
- B. Should the occasion arise when weather conditions deteriorate to the point where the Executive Director, or his/her designee, determine that it is in the best interest of the Authority and the safety of its employees to shorten the work day, the following rules will apply:
 - i. The next shift of operators will be called in early and the current shift will be retained until it can be determined that the third shift will be able to reach the plant. One shift supervisor will be retained from the day shift to overlap the shifts.
 - ii. Road crews will be ordered in and held until a general dismissal time. Stand-by crews will be set up and the supervisors will determine if they are to remain in the plant or take the stand-by vehicles home.
 - iii. Each maintenance department plus the warehouse will retain a crew for

the duration of the emergency. Volunteers will be taken first and open slots will be filled at the discretion of the supervisor.

- iv. Laboratory personnel assigned to the road will be called in at the same time as the field crews. Laboratory personnel will be considered with the clerical departments for early dismissal time.
- v. The plant switchboard and radios must be manned in the event that crews are needed on the road, or to handle emergency calls within the plant. Volunteers can be used for this purpose provided they are familiar with the radios, alarms and plant switchboard. The person regularly assigned can stay or the Authority may designate an alternate.
- vi. Snow plowing/shoveling crews will be notified to remain at the discretion of management.
- vii. Overtime pay for all personnel remaining will commence from the time of general dismissal of the work force.
- viii. The Authority recognizes that some employees, because of school/day care closings, and/or the distance they must travel, will leave prior to dismissal time. Early dismissal is permissible only if in the sole opinion of management, the legitimate operational needs of the Authority are met. These employees will be allowed to leave and will be charged with vacation time from the time of punch-out/sign-out to the time of official dismissal. These employees may also opt to take this time without pay.
- ix. Employees arriving more than fifteen (15) minutes late on the day of (or after a storm) will be docked for the amount of time late or may use vacation time.

ARTICLE V

5.01

TITLES GRADES AND WAGES

- A. The civil service titles listed below have been agreed upon with the appropriate grades noted.
- B. Each below named title has a civil service job description.

5.02

TITLES AND GRADES

Title	Grade
Account Clerk	4
Buyer	6
Clerk I	3
Clerk II	4
Clerk Stenographer I	3
Computer Service Technician	6
Data Control Clerk	4
Drafting Technician/Clerk III	6
Electrician	5
Electrician's Helper	4
Electronic System Technician I	5
Electronic System Technician II	6
Environmental Health Specialist (Waste Water Pre-Treatment)	6
Environmental Compliance Investigator	5
Environmental Health Aide (Waste Water Pre-Treatment)	4
Equipment Operator	4
Heating and Air Conditioning Mechanic (Low Pressure License)	6
Laboratory Aide	3
Laboratory Assistant	4
Laboratory Technician, Water Analysis	4
Laborer I	1
Machinist	5
Maintenance Repairer	5
Maintenance Repairer (Electrical Heating and AC)	6
Maintenance Repairer Welder	5
Mechanic	5
Mechanics Helper	4
Messenger	4



Oiler	3
Principal Data Control Clerk	6
Principal Laboratory Technician, Water Analysis	6
Principal Storekeeper	6
Pumping Station Attendant	3
Purchasing Assistant	6
Pumping Station Operator	5
Radio Dispatcher	3
Receptionist	3
Secretary Assistant/Stenographer	5
Secretary Assistant/Transcribing	5
Secretary Assistant	5
Senior Data Control Clerk	5
Senior Electrician	6
Senior Laboratory Technician, Water Analysis	5
Senior Machinist	6
Senior Maintenance Repairer	6
Senior Mechanic	6
Senior Messenger	5
Senior Payroll Clerk	5
Senior Pumping Station Operator	6
Senior Sewage Meter Repairer	6
Senior Sewage Plant Operator (Low Pressure License)	6
Senior Sewage Plant Repairer	6
Sewer Repairer II	6
Senior Storekeeper	4
Senior Welder	6
Sewage Meter Repairer Helper	3
Sewage Meter Technician	5
Sewage Plant Attendant	3
Sewage Plant Operator	5
Sewage Plant Repairer	5
Sewer Inspector	5
Sewer Repairer I	5
Storekeeper	3
Welder	5

5.03A BCUA Local 534 Salary Guide (Pre 7.1.2016 staff) 2016-2019:

2016	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	12.94	14.30	16.81	18.92	20.99	23.65		
2	17.65	19.48	22.89	25.28	27.76	30.89		
3	19.46	21.48	25.27	27.99	30.79	34.37		
4	23.85	26.33	31.00	32.54	34.11	36.55		
5	24.62	27.20	31.97	33.99	36.09	38.96		
6	27.51	30.39	35.75	37.53	39.52	42.30	43.34	46.24
2017	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	12.94	14.30	16.81	18.92	20.99	24.18		
2	17.65	19.48	22.89	25.28	27.76	31.58		
3	19.46	21.48	25.27	27.99	30.79	35.14		
4	23.85	26.33	31.00	32.54	34.11	37.38		
5	24.62	27.20	31.97	33.99	36.09	39.83		
6	27.51	30.39	35.75	37.53	39.52	43.25	43.34	47.28
2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	12.94	14.30	16.81	18.92	20.99	24.73		
2	17.65	19.48	22.89	25.28	27.76	32.30		
3	19.46	21.48	25.27	27.99	30.79	35.93		
4	23.85	26.33	31.00	32.54	34.11	38.22		
5	24.62	27.20	31.97	33.99	36.09	40.73		
6	27.51	30.39	35.75	37.53	39.52	44.23	43.34	48.34
2019	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	12.94	14.30	16.81	18.92	20.99	25.28		
2	17.65	19.48	22.89	25.28	27.76	33.02		
3	19.46	21.48	25.27	27.99	30.79	36.74		
4	23.85	26.33	31.00	32.54	34.11	39.08		
5	24.62	27.20	31.97	33.99	36.09	41.65		
6	27.51	30.39	35.75	37.53	39.52	45.22	43.34	49.43

5.03B BCUA Local 534 Guide for new hires after 7/1/2016

2016

Grade	1	2	3	4	5	6	7	8	9
1	12.94	14.30	15.56	16.81	17.87	18.92	20.99	22.06	23.65
2	17.65	19.48	21.19	22.89	24.09	25.28	27.76	28.99	30.89
3	19.46	21.48	23.38	25.27	26.63	27.99	30.79	32.20	34.37
4	23.85	26.33	28.67	31.00	31.77	32.54	34.11	34.93	36.55
5	24.62	27.20	29.59	31.97	32.98	33.99	36.09	37.10	38.96
6	27.51	30.39	33.07	35.75	36.64	37.53	39.52	40.45	42.30

2017

Grade	1	2	3	4	5	6	7	8	9
1	12.94	14.30	15.56	16.81	17.87	18.92	20.99	22.06	24.18
2	17.65	19.48	21.19	22.89	24.09	25.28	27.76	28.99	31.58
3	19.46	21.48	23.38	25.27	26.63	27.99	30.79	32.20	35.14
4	23.85	26.33	28.67	31.00	31.77	32.54	34.11	34.93	37.38
5	24.62	27.20	29.59	31.97	32.98	33.99	36.09	37.10	39.83
6	27.51	30.39	33.07	35.75	36.64	37.53	39.52	40.45	43.25

2018

Grade	1	2	3	4	5	6	7	8	9
1	12.94	14.30	15.56	16.81	17.87	18.92	20.99	22.06	24.73
2	17.65	19.48	21.19	22.89	24.09	25.28	27.76	28.99	32.30
3	19.46	21.48	23.38	25.27	26.63	27.99	30.79	32.20	35.93
4	23.85	26.33	28.67	31.00	31.77	32.54	34.11	34.93	38.22
5	24.62	27.20	29.59	31.97	32.98	33.99	36.09	37.10	40.73
6	27.51	30.39	33.07	35.75	36.64	37.53	39.52	40.45	44.23

2019

Grade	1	2	3	4	5	6	7	8	9
1	12.94	14.30	15.56	16.81	17.87	18.92	20.99	22.06	25.28
2	17.65	19.48	21.19	22.89	24.09	25.28	27.76	28.99	33.02
3	19.46	21.48	23.38	25.27	26.63	27.99	30.79	32.20	36.74
4	23.85	26.33	28.67	31.00	31.77	32.54	34.11	34.93	39.08
5	24.62	27.20	29.59	31.97	32.98	33.99	36.09	37.10	41.65
6	27.51	30.39	33.07	35.75	36.64	37.53	39.52	40.45	45.22

P.P.

5.03C

WAGE INCREASES

As reflected in 5.03A, for employees hired before 7/1/16, the hourly wage rates set forth in the salary guide are frozen at 2015 salary guide levels for all grades and steps for the term of the contract, except for those employees who were at step 6 as of 1/1/16 in which case those at top step shall receive 2.25% wage rate increases on January 1st of each contract year. These aforesaid increases are already built into column 6 in the salary guide tables at 5.03A. Employees hired after 7/1/16, shall be subject to the salary guide set forth at 5.03B. Longevity will be provided in accordance with 5.12. There shall be no other wage increases during the term of this contract.

5.04

PROBATION PERIOD

- A. After the signing of this agreement, employees appointed to a full-time position, shall be probationary employees for a period consistent with Civil Service.
- B. An employee who is promoted to a higher job title shall be on probation in the higher job title for a period of three months which may not be extended. 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.
- B. If the employee does not successfully complete the probationary period and returns to his/her former job title he/she shall be restored to his/her former seniority in the job title and in the department.



5.05

ADVANCEMENT IN TITLE - WAGES

(STEPS IN GRADE)

- A. Employees hired after the effective date of this agreement shall advance through the steps of each grade as follows:
- i. On the first anniversary of the date of appointment, employees shall be paid the hourly rates of pay as provided in Step 2 of the grade.
 - ii. On the second anniversary of the date of appointment, and on each succeeding anniversary, employees shall be paid the hourly rates of pay provided in the next step within the grade except as provided hereafter for employees in Grade 6.
 - iii. Employees hired before July 1, 2016 in Grade 6 shall receive a step increase to the final step two years after achieving the next to the highest step. Employees in Grade 6 hired after July 1, 2016 shall have no such two year waiting period.
- B. For the purpose of this agreement, employees placed into a Grade 6 title after April 1, 2001 are not eligible for Steps 7 & 8. In accordance with the "Memorandum of Understanding" included in the 2001 Collective Bargaining Agreement, any employee that held any Grade 6 title prior to April 1, 2001 is entitled to be paid at the applicable Step 7 and 8 rate. Neither demotion nor layoff shall bar an employee returning to Grade 6 from receiving step increases into steps 7 & 8 of Grade 6.
- C. The Authority, at its discretion, may advance an employee steps within his or her pay grade prior to the anniversary date of appointment and the Union shall



D.P.

receive notice from the Authority.

5.06

SHIFT DIFFERENTIAL

- A. Employees working the first and third shifts as per Paragraph No. 3 in Article IV will be paid a premium shift differential rate of pay of \$2.00 per hour in addition to their regular rate of pay. Beginning January 1, 2017, the rate shall be increased to \$2.25 per hour. Beginning January 1, 2019, the rate shall be increased to \$2.50 per hour.
- B. There will be no pyramiding of overtime.
- C. Provisions of Federal Fair Labor Standards Act as it pertains to calculation of overtime rates will apply.

5.07

PROMOTION TO NEW TITLE/OUT OF TITLE WORK

- A. When an employee is promoted to a job title which has a higher pay grade than he or she formerly held, or should the pay grade assigned to a title be upgraded by agreement of the parties, he or she shall be placed in a step within the higher pay grade which will guarantee him or her a higher regular hourly rate of pay than he or she was previously receiving. Step increases will thereafter be based on calendar year. An employee who is at the maximum step of his or her pay grade and is promoted to the next higher grade shall be placed in Step 5 of the next higher pay grade. For employees hired before July 1, 2016, for Grade 6 employees Step 5 is effective the first of the next calendar year after being

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placed on Step 4; Step 6 is effective the first of January, two (2) calendar years after achievement of Step 5.

- B. When the needs of the Authority require, new employees in grades 1-6 inclusive may be paid the hourly rates provided in the steps. This provision may be waived by consent of both parties.

5.08

TEMPORARY WORK ASSIGNMENTS

- A. When the needs of the Authority require, employees shall perform work as directed.
- B. 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.
- C. If, due to absence, illness or vacation of an employee, another employee is directed to perform the work of a higher job title and pay grade for more than five (5) consecutive days then beginning on the 6th consecutive day of such work the employee shall receive the rate of pay for the higher job title and pay grade. This includes when an employee is temporarily assigned into a supervisory capacity.
- D. 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 above job categories that exceeds five 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 five-day period under this article. That is to say that employees will not be assigned back to back on temporary work assignments.

5.09

OVERTIME

- A. Employees covered by this agreement are obligated to work overtime when required by the Authority. The Authority, whenever practicable, will give reasonable notice to an employee who is required to work overtime.
- B. For hours worked in excess of eight (8) hours a day and/or forty (40) hours in the regularly scheduled work week, the Authority will pay one and one half times the regular rate of pay.
- C. For purposes of computing overtime and determining whether an employee is entitled to the overtime pay, the vacation days, holidays and sick days which are recognized by the Authority shall be considered as eight (8) hours worked by an employee.
- D. All scheduled work performed on Saturday by non-shift employees shall be compensated at the rate of time and one half the regular rate of pay, and all scheduled work performed on Sunday by non-shift employees shall be compensated at the rate of two times the regular rate of pay (double time) except that newly hired employees may be assigned to a Tuesday through



Saturday or Sunday through Thursday work week.

An employee voluntarily accepting a Tuesday through Saturday or Sunday through Thursday work week will be compensated at his or her regular rate of pay for work performed on Saturday or Sunday. The provision shall not be used as a means to compromise the agreement.

- E. During hours worked in excess of eight (8) hours a day, employees shall receive rest periods as provided by law and the meal allowance set forth below:
- F. Employees will be paid double time for all hours worked on their second day off. (Example: employee works Tuesday, Wednesday, Thursday, Friday and Saturday. He/she normally would be off Sunday and Monday. If he/she were required to work on the second day off, Monday, he/she would be paid double time for all hours worked on that day.)
- G. It is the policy of the Authority to equalize overtime on a calendar year basis whenever possible among the employees in the same overtime group.

5.10

COMPENSATORY TIME

- A. In lieu of overtime pay, an employee may request compensatory time off. Compensatory time shall be determined based upon overtime calculations. It is solely within the discretion of the employee to choose payment through overtime or compensatory time. The employee's decision regarding the mode of payment shall be communicated to the supervisor at the time the overtime is accepted.



- B. The Authority shall have the right to fix a schedule for the use of earned compensatory time. Subject to the needs of the Authority, the Authority will endeavor to schedule such use in accordance with the convenience and request of the employee. The employee must request compensatory time usage at least forty-eight hours in advance. The Authority will not unreasonably withhold approval.
- C. All accumulated compensation time not used as of November 30, will be paid out to the employee on or before December 31st of each year.

5.11

MEAL ALLOWANCE

- A. An employee required to work unplanned overtime in excess of two (2) hours beyond the termination of his scheduled tour of duty shall receive \$10.00 meal allowance providing that he or she is required to continue work after completing the rest period. He or she shall receive the same meal allowance every four (4) hours thereafter providing he/she is required to continue work after the rest period.
- B. An employee called in for unplanned emergency overtime shall receive the above allowances every four hours providing there is a requirement to continue work after the rest period.
- C. Unplanned overtime occurs when less than twelve (12) hours' notice is given prior to the start of a regular shift, which is continued to an overtime period.



5.12

LONGEVITY PAY

- A. Employees hired before July 1, 2016 shall receive longevity pay as set forth below:
- i) Upon completion of five (5) years of employment with the Authority, one and one-half (1.5) percent of his or her base rate of pay;
 - ii) Upon completion of ten (10) years of employment, two and one-half (2.5) percent of the base rate of pay;
 - iii) Upon completion of fifteen (15) years of employment, four (4) percent of the base rate of pay;
 - iv) Upon completion of twenty (20) years of employment, five and one-half (5.5) percent of the base rate of pay; and
 - v) Upon completion of twenty-five (25) years of employment, seven (7) percent of the base rate of pay.
- B. In no event shall an employee receive more than seven (7) percent longevity pay.
- C. Longevity is to be calculated in regular pensionable income rather than in a premium pay category.
- D. Longevity is to be calculated for overtime purposes.
- E. Longevity payments are to be made as part of the regular hourly base pay.
- F. Accrual dates for longevity are referenced by dates of increase in salary and by dates of anniversary plateau.

5.13

LICENSE INCENTIVE

- A. Annual incentive bonus will be paid for all employees that possess or obtain NJDEP Wastewater Operations License(s) in accordance with the following:
- i) N-1; S-1; C-1 = Five Hundred dollars (\$500.00) for each license;
 - ii) N-2; S-2; C-2 = One Thousand dollars (\$1,000.00) for each license;
 - iii) N-3; S-3; C-3 = One Thousand dollars (\$1,000.00) for each license;
 - iv) N-4; S-4; C-4 = One Thousand dollars (\$1,000.00) for each license.
- B. This incentive is applicable only to the highest level license achieved in each class. The total possible maximum license incentive is Three Thousand Three Hundred dollars (\$3,300.00) per year. This incentive is to be paid in January of each year and paid only toward the license classification held on January 1 of each year included in this agreement.
- C. The Authority agrees to reimburse employees for annual license registration and annual renewal fees.
- D. The Authority agrees to reimburse employees for attendance at continuing education courses eligible for CEU's (Continuing Education Units) up to the minimum license maintenance requirements as established by the NJDEP. Attendance at such courses will be permitted during work hours provided that no disruption to the operation of the BCUA will occur by the employee attendance.
- E. Employees earning and maintaining a NJ State Electrical license will receive \$500



for each calendar year.

F. Employees earning and maintaining an EMT Certification will receive \$500 for each calendar year.

G. Employees earning and maintaining a State of New Jersey Department of Labor Fireman Low Pressure Operator license will receive \$500 for each calendar year.

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5.14

PAYROLL

The parties agree that employees will continue to be paid on a bi-weekly basis.

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ARTICLE VI

6.01

HEALTH AND WELFARE

- A. It is agreed that employee health benefits plans will be offered for the term of this agreement.
- B. For all employees hired before July 1, 2016, 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 this agreement, unless such diminution is voluntarily elected by the Employee. The Authority has the option to offer voluntary lower premium health and welfare plans to all employees. Any employee hired before July 1, 2016 may voluntarily elect to participate in any Employee Health Care Plan being offered by the Authority. An employee hired before July 1, 2016 enrolled in the Traditional Plan A who selects to participate in any other Employee Health Care Plan offered by the Authority may not re-enroll in Traditional Plan A at a later date. The Employee Health Care Plan known as Traditional Plan A shall not be available to any employee hired on or after July 1, 2016. For Employees hired on or after July 1, 2016, doctor visit co-pays shall increase to \$10 from \$5 for those Employees and their dependents enrolled in the Plus POS Plan C.
- C. The Authority shall enroll employees who file the necessary and required

statements in the Authority's existing Health Benefits plan. Enrollment shall include the employee's family as defined by the plan.

- D. Beginning on January 1, 2016, all employees shall begin the statutorily mandated phase-in on employee premium contributions as required by Chapter 78 law for health insurance coverage.
- E. If, for any reason, the aforementioned plans 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.
- F. The employee and family as defined in the plans shall be enrolled in a major medical plan which will cover non-compensatory illness as described in the policy. Each employee will be given a copy of the policy describing benefits, rules and regulations.
- G. Should the Authority determine to change the carrier for employee health and medical benefits, the Union will receive at least thirty (30) days' notice prior to the introduction of a resolution by the Authority's Commissioners causing a change in carrier. However, in no case shall the level of benefits provided by the Authority's existing Traditional Plan A Health Benefits Plan be diminished in any respect, unless an Employee voluntarily elects a lower premium non-Traditional option on thirty (30) days' notice.
- H. An Employee Assistance Program will be conducted to service the needs of employees. The costs of such program will be borne exclusively by the



Authority. The Authority will consult with Union representatives regarding the formulation, implementation or modification of the program.

- I. Hepatitis B inoculations will be made available to employees as a preventative health measure.
- J. Beginning on January 1, 2017, insurance payments to out-of-network surgery centers shall be limited to usual and customary charges for the appropriate geographic area for the Traditional Plan, Plus Plan and any additional plan and shall be subject to pre-certification, pre-procedure pricing disclosures and reasonable payment limits.

6.02

DISABILITY PLAN

- A. The Authority pays the full cost for short and long term sickness benefit plans which pay 70% of pre-disability earnings to a maximum of \$572.00 per week with a maximum of ten weeks for Short Term Disability. The employee must be out for thirty calendar days before being eligible due to sickness or accident.
- B. Long Term Disability pays 60% of the basic monthly earnings, up to a maximum of \$3,000 per month. No monthly benefit may be paid, or the monthly benefit may be reduced in accordance with the provisions below.
- C. The maximum benefit duration shall be the greater of:
 - 1. The benefit duration limit as shown in the table below; or
 - 2. Your normal retirement age as defined by the Social Security Amendments of 1983.



Age When Disability Begins	Benefit Duration
Less Than 60	To Age 65
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and Over	12 Months

6.03

DENTAL PLAN

Employees are offered a dental plan that includes 100% coverage for preventive and diagnostic dentistry, 80% remaining basic services; 70% prosthodontia; 70% orthodontic, using the usual and customary schedules. This plan may include a deductible figure if required by the eventual insurer not to exceed \$50.00. The maximum annual benefit as applicable to this section is \$ 2,500.00 per year except as relates to the orthodontic benefit. For those employees hired before January 1, 2017, the lifetime maximum orthodontic benefit per covered person is \$2,500.00. For employees hired on or after January 1, 2017, the lifetime maximum orthodontic benefit per covered person is \$2,000.00. For those employees or eligible dependents

who started orthodontic treatment services prior to January 1, 2017 and who have not completed such treatment, the benefit levels under the prior contract control until the services are completed or until January 1, 2018, whichever occurs first.

6.04

PRESCRIPTION DRUG PLAN

A. For employees hired before July 1, 2016, the Authority will provide a prescription drug plan with a co-pay by the employee in accordance with the following schedule for the term of this agreement:

<i>DRUG CATEGORY</i>	<i>CO-PAYMENT PARTICIPATING RETAIL PHARMACIES (34 DAY SUPPLY)</i>	<i>CO-PAYMENT HOME DELIVERY MEDCO BY MAIL (UP TO 90 DAY SUPPLY)</i>
Generic	\$ 5.00	\$ 5.00
Preferred Name Brand (Formulary)	\$ 15.00	\$ 15.00
Non-preferred Name Brand (Non-Formulary)	\$ 15.00	\$ 15.00

B. For employees hired on or after July 1, 2016, The Authority will provide a prescription drug plan with a co-pay by the employee in accordance with the following schedule for the term of this agreement:

<i>DRUG CATEGORY</i>	<i>CO-PAYMENT PARTICIPATING RETAIL PHARMACIES (30 DAY SUPPLY)</i>	<i>CO-PAYMENT HOME DELIVERY MEDCO BY MAIL (UP TO 90 DAY SUPPLY)</i>
Generic	\$ 5.00	\$ 10.00
Preferred Name Brand (Formulary)	\$ 15.00	\$ 30.00
Non-preferred Name Brand (Non-Formulary)	\$ 15.00	\$ 30.00

For employees hired after July 1, 2016, prescription co-pays shall not be submitted for reimbursement under any of the Employer's medical plans.

6.05 **VISION CARE PLAN**

The employer agrees to provide the employees with a vision care program. Maximum coverage for eye care, including eyeglass lenses, contact lenses, exams and frames is \$350.00 on a rolling year basis. 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 at the time this agreement was entered into.

6.06 **PAYROLL DEDUCTIONS**

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

6.07 **PENSION**

As provided by Law.

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6.08

RETIREMENT HEALTH BENEFITS

1. For all employees hired before July 1, 2016, premiums for retiree health benefits in the Authority's Health Benefits program shall be paid, in part, by the Authority for those employees who have retired under PERS:
 - a. After twenty-five (25) years of service credit in a State or locally administered retirement system; or
 - b. On an accidental disability pension; or
 - c. On ordinary disability.

2. For all employees hired on or after July 1, 2016, premiums for retiree health benefits in the Authority's Health Benefits program shall be paid, in part, by the Authority for those employees who have retired under PERS:
 - a. After twenty-five (25) years of service credit in a State or locally administered retirement system; or
 - b. On an accidental disability pension; or
 - c. On ordinary disability after ten (10) years of service at the Authority

3. Except for employees exempted by law as set forth in paragraph "D" below, eligible retirees and their eligible dependents shall be obligated to contribute to the costs of retiree health benefits the minimum shared



premium amount as required by state law.

4. Employees that had Twenty (20) years or more of service in a state or local retirement system as of December 31, 2015 (the effective date established by Chapter 78), and who retire after Twenty-Five (25) years of service shall not be required to make any retiree health benefit premium contributions.
5. For employees hired on or after July 1, 2016, coverage for eligible spouses and dependent children shall cease upon the death of the retired employee unless the eligible spouses and dependent children elect to continue coverage under COBRA at their own expense, subject to COBRA coverage timeline limitations.
6. For those retirees hired before July 1, 2016, coverage for eligible spouses and dependent children, upon the death of the retired employee, may be continued upon election as provided by law so long as the eligible spouses and dependent children continue to pay the applicable premium share contribution and are otherwise eligible for the plan.



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7. The Authority shall continue to reimburse retired eligible employees for their premium charges under Part B of the Federal Medicare Program covering retired employees and their Medicare eligible spouses in accordance with applicable law.

8. The retired employee and his/her eligible spouse and dependent children shall receive the full benefits and available plan designs enjoyed by active employees, including all changes to benefit packages which might take place.

9. Retiree health benefit premium contributions for eligible employees who retired prior to July 1, 2016 shall not be affected by this Resolution, but are subject to applicable law and any premium contributions rules relating thereto or as may be contained in existing labor contracts which were in force at time of retirement.



6.09

RE-OPENER CLAUSE

Should the BCUA agree to a relative better financial package (including a substantially higher percentage increase in salary rate, longevity rate, shift differential rate, incentive bonus, or any other benefit) with any other bargaining units representing any other BCUA employee than it has in this agreement with Local 534, Local 534 reserves the right to re-open negotiations with BCUA regarding its financial package with BCUA.



ARTICLE VII

7.01

MEETINGS WITH EMPLOYEES

- A. Should the occasion arise when an employee feels he/she requires the presence of a Union representative or attorney, the Department Shop Steward or a Union officer shall be summoned, if available. Neither management nor Union shall abuse this provision.
- B. 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 (24) hours to make such response. The time may be extended by mutual consent.

7.02

MEETINGS WITH UNION OFFICERS

- A. Members of Local 534 may confer with officers or attorney 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.

ARTICLE VIII

8.01

GRIEVANCE PROCEDURE

A. 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:

- i) **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.
- ii) **STEP 2** If the grievance is not settled at Step 1, it shall be reduced to writing and given to the appropriate department head by the aggrieved party within ten working days of the reply from the supervisor. A copy shall be given to the chief of personnel. The appropriate department head and the chief 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 appropriate 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.
- iii) Time for determination and reply may be extended by mutual agreement during any portion of the grievance procedure.
- iv) **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 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.

- B. 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.
- C. Nothing contained in this article shall limit the right of an employee to present 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 settlement reached with any such employee shall not violate this agreement.
- D. 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.
- E. Any employee whose grievance has been sustained shall be returned to his or 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.

8.02

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.

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ARTICLE IX

9.01 COMPLETENESS OF AGREEMENT

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.

9.02 SAVING CLAUSE

It is agreed that if any provision of this agreement or application thereof to any person or circumstance 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.

9.03 NO STRIKE - NO LOCKOUT

- A. Neither the Union nor any of its members shall engage in any job action, strike, work stoppage, slowdown, sit-down, sick call action, picketing (before, during or after working hours) boycott or any other interference with the operations of the Authority during the term of the agreement.
- B. The Union agrees that it shall use its best efforts to prevent acts forbidden herein on the part of any employee or group of employees and, in the event

such acts take place by an employee, the Union agrees it will use its best efforts to cause an immediate cessation thereof.


C. The Authority will not engage in any lockout of employees covered by this agreement during the term of the 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
LOCAL 534



Local President



Vice-President

Trustee

UWUA National Representative

BERGEN COUNTY UTILITIES AUTHORITY



Executive Director



Chairman