



**AGREEMENT**  
Between  
**BERGEN COUNTY UTILITIES AUTHORITY**  
And  
**BERGEN COUNTY UTILITIES AUTHORITY**  
**SUPERVISORS ASSOCIATION**  
January 1, 2016 through December 31, 2019

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## PREAMBLE

This Agreement is entered into this 27<sup>th</sup> day of April, 2017 by and between the BERGEN COUNTY UTILITIES AUTHORITY, hereinafter called the "Authority" and the BERGEN COUNTY UTILITIES AUTHORITY SUPERVISORS ASSOCIATION, hereinafter called the "Association", in the County of Bergen in the State of New Jersey.

## Article 1: Recognition

A) The Bergen County Utilities Authority hereby recognizes the BERGEN COUNTY UTILITIES AUTHORITY SUPERVISORS ASSOCIATION as the exclusive collective negotiating unit for all regularly employed persons in job titles covered by the Certification of Public Employment Relations Commission [Docket No. RO-88-76, dated December 10, 1987]. Said job titles shall include:

- Administration and Solid Waste Program Planning Manager
- Assistant Chief Sewage Plant Operator
- Assistant Supervisor Building Service
- Chief Sewerage Plant Operator
- Computerized Maintenance Management System Administrator
- Coordinator of Maintenance Services
- Data Processing Programmer-Systems Analyst
- Industrial Pretreatment Program Coordinator
- Maintenance Supervisor
- Purchasing Manager
- Solid Waste Flow Coordinator
- Supervising Lab Technician, Water Analysis
- Supervising Mechanic
- Supervising Pumping Station Operator

- Supervising Pumping Station Operator/Supervisor of Sewer Maintenance
- Supervising Sewage Plant Operator
- Supervising Sewage Plant Repairer
- Supervisor of Billing, Meter Reading and Repair
- Supervisor of Data Processing Operations
- Supervisor of Electronics Repair/Supervising Electrician
- Supervisor, Electronic Repairs
- Supervisor, Sewer Maintenance
- Supervisor, Sewer Meter Repair
- Supervisory Account Clerk
- Supervisory Data Control Clerk
- Warehouse Supervisor

B) Said job titles shall exclude: Confidential employees, managerial executives, non-supervisory employees, and craft employees.

C) Titles defined shall include the plural as well as the singular and include males as well as females.

## **Article 2: Grievance Procedure**

### **A) Purpose**

- 1) The purpose of this procedure is to provide an equitable method of answering questions or resolving problems arising from the terms and conditions of this agreement.

- 2) Nothing contained herein shall be construed as limiting the right of any member of the bargaining unit to discuss any matter informally with an appropriate superior in order to resolve any issue.

B) Definition

- 1) The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any provisions of this agreement and may be raised by an individual or by the Association for an individual or group of individuals. This grievance procedure shall cover disciplinary matters where the penalty imposed is any suspension of five (5) or fewer days or any equivalent fine or any lesser penalty.

C) Steps of the Grievance Procedure

- 1) The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

2) Step One

- a) An aggrieved employee shall, by written request to the department head, institute action under these provisions within ten (10) days of the occurrence of the grievance or knowledge of the incident constituting the grievance. An earnest effort shall be made to settle the differences between the aggrieved employee and the department head or his designee. Failure to act within said ten (10) days shall be deemed to constitute abandonment of the grievance.
- b) The department head or his designee shall render a written decision within ten (10) days after receipt of the grievance.

3) Step Two

- a) The aggrieved employee may appeal the decision of the department head or his designee, in writing to the chief of personnel or a delegated representative within five (5) days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The chief of personnel or delegated representative shall give the Association the opportunity to be heard and will give a decision in writing within ten (10) days of such meeting.

4) Step Three - Arbitration

- a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the chief of personnel. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
- b) The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding on the parties.
- c) The costs for the services of the arbitrator shall be borne equally between the Authority and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the incurring party.
- d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.
- e) The use of the word, day(s), shall be deemed to mean calendar days.

## **Article 3: Hours and Overtime**

- A) The current work schedule shall be maintained. Work in excess of the employee's normal scheduled work or work on scheduled time off shall be designated as overtime.
- B) All employees covered by this agreement shall receive time and one half for all overtime duty performed.
- C) During hours worked in excess of 8 hours a day, employees shall receive rest periods as provided by law and the meal allowance set forth below.
- D) Employees will be paid double time for all hours worked on their second consecutive day off. (Example: Employee works Monday, Tuesday, Wednesday, Thursday and Friday. Employee normally would be off Saturday and Sunday. If employee were required to work on the second day off, Sunday, employee would be paid double time for all hours worked on that day).
- E) Flex time may only be granted at the approval of the Executive Director.

## **Article 4: Call Back Time**

- A) Any employee who is called back to work after having completed his/her work day shall be compensated at the applicable overtime rate with a minimum guarantee of four (4) hours of work.
- B) 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.

- C) Any employee who is called in to work on their regular day off will also be compensated at the applicable overtime rate with a minimum guarantee of four (4) hours of work.

## **Article 5: 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 his/her superior 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 30th will be paid out to the employee on or before December 31st of each year.

## Article 6: 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.

## Article 7: Bereavement Leave

A) 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
- Brother
- Sister
- Grandparent
- Grandchild

B) Employee may upon request be granted two (2) working days leave with pay to attend or make arrangements for the funeral of:

- Aunt
- Uncle
- Sister-In-Law
- Brother-In-Law
- Mother-In-Law
- Father-In-Law
- Great Grandparent
- Great Grandchild

C) Additional leave with pay will be given to the employee based upon his or her unused sick leave.

D) Bereavement leave will not be deducted from sick leave.

- E) Employee is eligible for bereavement leave upon each covered occurrence.
- F) Bereavement leave must be taken in consecutive days within fourteen (14) days of the relative's death.
- G) An employee must produce proof of death and relationship to obtain the benefits under this article.

## **Article 8: Leave of Absence**

- A) A permanent employee may request a leave of absence for good cause without pay for a period not to exceed six (6) months. Leave may be granted at the discretion of and subject to the needs of the Authority. However, leave will not be denied unreasonably.
- B) 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.
- C) 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.
- D) All decisions of the Authority regarding leaves of absence shall be discretionary, but subject to the grievance procedure.
- E) 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.
- F) 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.

- G) 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 (2) weeks of the employee's return from military leave or as otherwise provided by law.

## **Article 9: Health Benefits**

- A) 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.
- B) 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, except that 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 reenroll 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 dollars for those Employees and their dependents enrolled in the Plus POS Plan C.

- C) The Authority shall provide a dental benefits insurance program. The entire premium shall be paid by the Bergen County Utilities Authority, it being understood and agreed that no employee shall be obliged to participate in the said program. Employees are offered a dental plan that includes 100% coverage for preventive and diagnostic dentistry, 80% remaining basic services; 70% prosthodontic; 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 per person. The maximum annual benefit as applicable to this section is \$2,500.00 per year, except as relates to the orthodontic benefit.
- D) For those employees hired before January 1, 2017, the lifetime maximum orthodontic benefit is \$2,500.00. For employees hired on or after January 1, 2017, the lifetime maximum orthodontic benefit 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.
- E) The Authority shall provide a prescription drug plan for all employees covered by the contract and their families. This plan will provide a prescription drug plan with a co-pay by the employee in accordance with the following schedules for the term of this agreement:

F) 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:

<b>Drug Category</b>	<b>Co-Payment (Participating Retail Pharmacies, 34 Day Supply)</b>	<b>Co-Payment (Home Delivery via Medco By Mail, Up To 90 Day Supply)</b>
Generic	\$5.00	\$5.00
Preferred Name Brand (Formulary)	\$15.00	\$15.00
Non-Preferred Name Brand (Non- Formulary)	\$15.00	\$15.00

G) 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:

<b>Drug Category</b>	<b>Co-Payment (Participating Retail Pharmacies, 30 Day Supply)</b>	<b>Co-Payment (Home Delivery via Medco By Mail, Up To 90 Day Supply)</b>
Generic	\$5.00	\$10.00
Preferred Name Brand (Formulary)	\$15.00	\$30.00
Non-Preferred Name Brand (Non- Formulary)	\$15.00	\$30.00

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

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- I) 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. Employees shall submit true copies of invoices and sales receipts to the Employer upon request. 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.
- J) Traditional Health Plan deductible amounts will be increased from the current \$100 individual and \$200 family to \$200 individual and \$400 family with an 80% payment of reasonable rate and a 20% employee payment.
- K) IDA Plus Health Plan deductible amounts will be \$200 individual and \$400 family with a \$5.00 co-pay.
- L) The level of benefits agreed upon under this section shall not in any way be reduced or modified to provide less benefit coverage than that agreed to by the parties during the course of negotiations for this agreement, unless diminution of benefits is voluntarily elected by the Employee.
- M) The employee and members of their immediate family 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.
- N) The employer agrees to maintain the Disability Plan which commenced on January 1, 1991 and to a review of health benefits programs with the goal of improvement of benefits.
- O) The Association recognizes the right of the BCUA to change the carrier for employee health and medical benefits plans provided the levels of coverage are substantially similar in the aggregate to those plans being offered. The Authority has the option to offer to all Employees voluntary lower premium health and welfare plans on thirty (30) days' notice. The Authority shall notify the Association at least thirty (30) days prior to the introduction of a resolution by the BCUA Commissioners causing the change in carrier. At such time of notification, full details of the proposed change, along with the new carriers plan document, shall be supplied to the Association.

- P) The employer shall maintain an employee assistance program which will seek to service the needs of employees. The cost of such program will be borne exclusively by the Authority. The employer will consult with Association representatives regarding the formulation, implementation, or modification of this program.
- Q) The Authority will provide for the administration of tuberculosis testing on an annual basis. Those employees who test positive shall be required to consult the Authority's physician for further testing to obtain medical clearance for their continued employment. Optional Hepatitis B inoculations will be made available to all Authority employees as a preventative health measure.
- R) Beginning on January 1, 2016, all employees shall begin the four year phase-in on employee premium contributions as required by Chapter 78 law for health insurance coverage.
- S) Beginning 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.

## **Article 10: Safety Glasses, Uniforms & Accessories**

- A) 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, prescription safety glasses and accessories for the protection of the employees as the Authority deems necessary, including but not limited to:

- B) 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.
- C) 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.
- D) 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.
- E) Non-white collar and white collar employees 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 a voucher for up to \$140.00 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 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 \$140 or in the case of welders up to \$200.
- F) 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.

## **Article 11: Personnel Files**

- A) A personnel file shall be established and maintained for each employee covered by this agreement. Such files are confidential records and shall be maintained in the office of the chief of personnel.
- B) Upon advance notice and at reasonable times, any member of the Bergen County Utilities Authority Supervisors Association may review his/her personnel file through appointment with the chief of personnel or his designee.
- C) Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.
- D) Personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Removal of any material from a personnel file by any member of the Association shall subject that member to appropriate disciplinary action.

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## Article 12: Longevity

- A) Employees hired before July 1, 2016 shall receive, in addition to their regular pay, Longevity Pay as set forth below:

Upon Completion Years Of Employment With The Authority	Percent Of Their Regular Rate Of Pay
5	1.5%
10	2.5%
15	4%
20	5.5%
25	7%

- B) In no event will an employee receive more than seven (7%) percent longevity pay. Longevity is to be calculated in regular pensionable income pay rather than as premium pay. Longevity is to be calculated for overtime. Longevity payments are to be made in regular weekly pay. Accrual dates for longevity are referenced by dates of increase in salary and by dates of achieving a longevity anniversary plateau.

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## **Article 13: Retirement Benefits**

- A) 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:
- After twenty-five (25) years of service credit in a State or locally administered retirement system; or
  - On an accidental disability pension; or
  - On ordinary disability.
- B) 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:
- After twenty-five (25) years of service credit in a State or locally administered retirement system; or
  - On an accidental disability pension; or
  - On ordinary disability after ten (10) years of service at the Authority.
- C) 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.
- D) 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.
- E) 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.

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- F) 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.
- G) 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.
- H) 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.
- I) 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.

## **Article 14: Educational Incentive**

- A) It is the policy of the Bergen County Utilities Authority to reimburse employees for the cost of tuition at accredited educational institutions for successfully completed courses that are demonstrably and directly related to the employee's current title and work assignment.
- B) Approval for such attendance and reimbursement requires prior consent from the Executive Director. No reimbursement shall be made unless the employee provides proof of payment to the institution and proof of successful completion of the course.

- C) The judgment of the Executive Director will be final in evaluating the merits of the course to the Authority.

## **Article 15: License Incentive**

- A) Annual incentive bonus for all employees that obtain or possess NJDEP wastewater operations license(s) in accordance with the following:

• C-1 = \$500	S-1 = \$500	N-1 = \$500
• C-2 = \$1,000	S-2 = \$1,000	N-2 = \$1,000
• C-3 = \$1,000	S-3 = \$1,000	N-3 = \$1,000
• C-4 = \$1,000	S-4 = \$1,000	N-4 = \$1,000

- B) Incentive is applicable only to the highest level license achieved in each class. Total possible maximum license incentive is \$3,300.00 per year. Incentive is to be paid toward the license classification held on January 1 of each year included in this agreement.
- C) Employees earning and maintaining an Electrical license will receive \$500 for each calendar year.
- D) Employee re-imbusement for all annual license registration fees and attendance at approved continuing education courses eligible for CEU's (Continuing Education Units) up to the minimum license maintenance requirements established by the NJDEP.
- E) Employees earning and maintaining an EMT Certification will receive \$500 for each calendar year.
- F) Employees earning and maintaining a State of New Jersey Department of Labor Fireman Low Pressure Operator license will receive \$500 for each calendar year.

- G) Employees earning and maintaining a Certified Recycling Coordinator will receive \$500 for each calendar year.
- H) The Employee designated as the Qualified Purchasing Agent by the Authority and who holds and maintains a Qualified Purchasing Agent license will receive \$500 for each calendar year.

## **Article 16: Sick Leave**

- A) All full time employees covered by this agreement who are temporarily unable to work by reason of sickness or injury shall be granted sick leave with pay as provided herein.
- B) An employee absent on sick leave shall submit a doctor's certificate or other acceptable medical evidence substantiating the illness if the same employee is absent three (3) or more consecutive work days. The Authority reserves the right not to pay the employee if such evidence is insufficient.
- C) During the first calendar year of employment beginning with the date of hire an employee will be granted one day (8 hours) of sick leave for each full calendar month of employment. If an employee starts his/her first day of employment on the 1st to the 8th, he/she will receive one day (8 hours) of sick leave for the first month. If an employee starts his/her first day of employment on the 9th to the 23rd, he/she will receive ½ day (4 hours) of sick leave for the first month. If an employee starts his/her first day of employment on the 24th or later, he/she will not receive any sick leave for the first month.
- D) In each subsequent year of employment, the employee will be granted fifteen (15) days (120 hours) sick leave during the calendar year.

- E) Unused sick leave accumulates for possible future use in cases of prolonged illness. After the first calendar year of service, the total number of sick days for the current calendar year is available for use commencing with the first day of the calendar year. However, employees accumulate sick days at the rate of one and one quarter days per full calendar month of service. Employees are liable for sick days used but not earned prior to use as in N.J.A.C. 4:3-17.8.
- F) In the case of prolonged illness beyond accumulated sick leave, the Authority, at its discretion, may continue medical insurance to a maximum of one (1) year from the date the accumulated sick leave was exhausted. The Association may request the payments be continued.
- G) After a prolonged illness, beyond five (5) days, statements from the employee's doctor may be required, indicating the employee's ability to safely return to his or her former position. The employee may be required to undergo a physical examination by an Authority appointed physician.
- H) 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.
- I) In the event of the death or retirement of an employee, the Authority will pay to the retiree and/or the heirs of law of the deceased employee supplemental compensation for accumulated unused sick leave in the amount accumulated by December 31, 2010 (minus any future days used) 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 Paragraph "H" above, an eligible employee may also elect to 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.

## **Article 17: Sick Leave Reduction Plan**

- A) Employees taking no sick days in any contract year of this agreement (all terminating on December 31 of the contract year) will receive \$1,000.00 in January of the following year.
- B) For contract year 2016, employees taking five (5) or fewer sick days during the contract year (ending December 31) will receive \$750.00 in January of the following year.
- C) Effective January 1, 2017, employees taking three (3) or fewer sick days during any contract year of this agreement (all ending December 31 of the contract year) will receive \$750.00 in January of the following year.

## **Article 18: Holidays**

- A) 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 (8) hours at straight time, without working on the following days:
  - New Year's Day
  - Martin Luther King Day
  - Lincoln's Birthday (for 2016 only, removed for 2017 and beyond)
  - President's Day
  - Good Friday
  - Memorial Day
  - Independence Day
  - Labor Day

- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

- B) Employees hired before July 1, 2016 will be entitled to three (3) additional days designated as personal days. To be eligible for a personal day, the employee must request the day from his or her supervisor at least forty-eight (48) hours in advance. Approval will not be unreasonably withheld. The personal days must be taken during the calendar year.
- C) Employees hired on or after July 1, 2016 will be entitled to two (2) additional days designated as personal days. To be eligible for a personal day, the employee must request the day from his or her supervisor at least forty-eight (48) hours in advance. Approval will not be unreasonably withheld. The personal days must be taken during the calendar year. Additionally, the employee must have three (3) months seniority.
- D) 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.
- E) 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 for the hours worked with a guarantee of three (3) hours of work.
- F) If an employee is not required to work on a holiday, he or she will be paid as set forth in Paragraph A above. Such 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.
- G) It is expressly agreed that the Authority may require any employee to work a holiday.

*E.A.G.*

## Article 19: Vacation

A) Employees earn vacation leave in the following manner:

- 1) Fifteen (15) working days (120 hours) vacation in each succeeding calendar year prior to the completion of five (5) years (60 months) continuous service.
- 2) Twenty (20) working days (160 hours) 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.
- 3) Twenty-five (25) working days (200 hours) 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.

B) Employees hired before July 1, 2016 earn additional vacation leave in the following manner:

- 1) Thirty (30) working days (240 hours) 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.
- 2) Thirty-one (31) working days (248 hours) 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.

C) During the first calendar year of service, complete vacation allowance for the calendar year is available for use after six (6) months of service. In the second and succeeding calendar years of service, vacation allowances are available for use at the beginning of the calendar year.

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

*E.A. 9*

E) Vacation earning rates are:

<b>Days Earned Per Calendar Year</b>	<b>Days Earned per Full Calendar Month of Employment</b>
15	1-1/4
20	1-2/3
25	2-1/10
30	2-1/2

F) Vacation leave is taken during the calendar year in which it is earned except as follows: Earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. The employee will not be allowed to receive pay in place of taking his earned vacation leave.

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

H) 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.

I) 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.

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

K) Note that the definitions are:

- Calendar Year - January 1 through December 31.
- Year - Period of twelve (12) 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 (8) hour day.
- Month - First through last day of each month.

*E.A. A*

## Article 20: Wage Rates

A) Annual increases to the base salary for all employees shall be as follows:

- 2016: 2.25 % of the base wage for top step only.
- 2017: 2.25 % of the base wage for top step only.
- 2018: 2.25 % of the base wage for top step only.
- 2019: 2.25 % of the base wage for top step only
- Step guide for steps 1-7 are frozen at 2015 salary levels.

B) Wage rates for employees covered by this agreement shall be as set forth as follows:

Step	2016 Rate	2017 Rate	2018 Rate	2019 Rate
8	\$113,402	\$115,954	\$118,563	\$121,231
7	\$106,187	\$106,187	\$106,187	\$106,187
6	\$101,467	\$101,467	\$101,467	\$101,467
5	\$96,747	\$96,747	\$96,747	\$96,747
4	\$92,031	\$92,031	\$92,031	\$92,031
3	\$82,855	\$82,855	\$82,855	\$82,855
2	\$70,426	\$70,426	\$70,426	\$70,426
1	\$63,798	\$63,798	\$63,798	\$63,798

C) Wage Table above is inclusive as to annual wage increases to the base salary for all employees. All eligible employees, including employees hired after the effective date of this Agreement will, receive step increases on January 1st. No additional annual wage increases will be given other than what is noted in the above Table.

D) All rates of pay shall be effective as of the start of this contract term. There shall be full retroactivity of pay increase to this effective date.

*2.A.8*

- E) Each employee covered by this agreement shall annually advance to the next salary guide step and said employee shall advance on each successive January 1 thereafter on the salary guide until the highest pay step is reached.

## Article 21: Shift Differential

- A) Employees working the first and third shifts will be paid a premium as follows:

Effective Date	Premium Pay Rate Per Hour
1/1/2016	\$1.00
1/1/2017	\$1.25
1/1/2019	\$1.50

- 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.

## **Article 22: Preservation of Standards**

- A) Unless a contrary intent is expressed in this agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.
  
- B) This Agreement represents the full and complete Agreement between the parties. This Agreement shall prevail to the exclusion of all prior Agreements. All other prior Agreements are now void. It is understood and agreed that neither party shall have any right to change or make any additions or deletions to this Agreement, or any of its provisions, unless otherwise mutually agreed to in writing.

## **Article 23: Work Incurred Injury**

- A) If an injured employee is disabled for a period of more than seven 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 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 fail 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.
- B) The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Director may reasonably require the said employee to present such certificates from time to time.
- C) In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Bergen County Utilities Authority or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

- D) For the purposes of this Article, injury or illness incurred while the employee is attending a Bergen County Utilities Authority sanctioned training program, shall be considered in the line of duty.
- E) In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.
- F) The Authority represents that all employees covered by this agreement are covered by Worker's Compensation insurance that provides such policy and that the Authority will continue to provide such coverage as required by statute.
- G) 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. Employees will punch out while on such leave and will not receive BCUA transportation to or from any follow-up medical visits or other specialized treatments.

## **Article 24: Disability (Non Work Related Injury)**

### **A) Short-Term Disability**

- 1) Weekly Benefit: 70% of an employee's pre-disability earnings up to a maximum of \$572.00.
- 2) Maximum Benefit Period – 10 Weeks
- 3) Waiting Period – 30 days Sickness/Accident

*E.A. A*

B) Long-Term Disability

- 1) Gross Amount of Monthly Benefits – 60% of your pre-disability earnings, up to \$3,000.00.
- 2) No Monthly Benefit may be paid, or the Monthly Benefit may be reduced in accordance with the provisions in item (2) and (3) of the Monthly Benefits subsection of Section C of the page hereof entitled Long Term Disability Benefits.

C) Maximum Benefit Duration:

- 1) The Maximum Benefit Duration shall be the greater of:
- 2) The Benefit Duration limit as shown in the table below; or
- 3) Your normal retirement age as defined by the Social Security Amendments of 1983.

D) Age When Disability Begins and Benefit Duration

<b>Age When Disability Begins</b>	<b>Benefit Duration</b>
Less than 60	To age 65
60	60 Months
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

*e.k. a*

## **Article 25: Paid Maternity/Paternity Leave**

- A) 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 or 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.
  
- B) 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").
  
- C) To be eligible to take paid maternity/paternity leave, employees must (1) have a minimum of one year of employment and have worked at least 1,000 hours in the preceding 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.
  
- D) 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.

## **Article 26:**

# **Agency Shop and Dues Check Off**

- A) Any permanent employee in the bargaining unit on the effective date of this agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit or any employee who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.
- B) The Association agrees that it will indemnify and save harmless the Bergen County Utilities Authority against any and all actions, claims, demands, losses or expenses [including reasonable attorneys' fees] in any matter resulting from action taken by the Bergen County Utilities Authority at the request of the Association under this Article.
- C) If any new employee is hired into one of the job titles covered by this agreement or in the event that a present employee of the Bergen County Utilities Authority is promoted into or placed into the bargaining unit covered job titles then said personnel change shall be immediately transmitted to the Association in writing. The Employer shall certify to the Association not less than every ninety (90) days the accurate employee list of bargaining unit job titles as well as any other information which the employee organization may require to bargain collectively.

*E.A.R.*

## **Article 27: Separability and Savings**

- A) It is understood and agreed that if any portion of the agreement or the application of this agreement to any person or circumstance shall be declared invalid by PERC, a court of competent jurisdiction or Civil Service, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- B) If any such provision(s) are declared invalid, the Authority and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

## **Article 28: No Waiver**

- A) Except as otherwise provided in this agreement, the failure to enforce any provision of this agreement shall not be deemed a waiver thereof.
- B) This agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees or employer herein are entitled by law.

## **Article 29: Management Rights**

- A) Nothing in this agreement shall interfere with the right of the Authority in accordance with and subjected to applicable law, rules and regulations to:
- B) 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.
- C) 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.
- D) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable cause, or to lay-off employees in the event of lack of funds subject to New Jersey Civil Service (Department of Personnel) Statutes and Rules.

## **Article 30: Existing Law**

- A) The provisions of this agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of state or federal law.

## **Article 31: Term and Renewal**

- A) This agreement shall have a term from January 1, 2016, through December 31, 2019. If the parties have not executed a successor agreement by December 31, 2019, then this agreement shall continue in full force and effect until a successor agreement is executed.
- B) Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

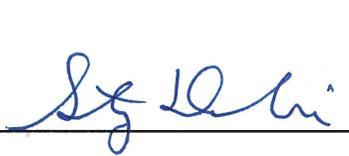
*e.k.* *9*

## Signature Page

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals, or caused this agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST:  \_\_\_\_\_

 \_\_\_\_\_  
BERGEN COUNTY UTILITIES AUTHORITY

ATTEST:  \_\_\_\_\_

 \_\_\_\_\_  
BERGEN COUNTY UTILITIES AUTHORITY  
SUPERVISORS ASSOCIATION

## Appendix

- A) The original Microsoft Word document and the locked PDF file for electronic distribution that are the final versions of this contract document shall reside with the Supervisors Association. The files will be kept on a home computer that is appropriately backed up to the Cloud for eternal protection from loss. The folder shall be named "Supervisors Association" and the subfolder that contains the documents named "Contract 2016-2019".
- B) Future contracts can be editing from this final Word document as needed to accommodate language and concept changes in the new contract(s).
- C) At the time of the signing of this contract, these documents are in the possession of Stanley Dobrowski (currently the Treasurer) and will continue to be so. In the event that Stanley Dobrowski can no longer be the keeper of these files, he will pass them to another member of the Executive Board for safe keeping. Similarly for all future keepers of these documents.

  
E.A.