

Contract no. 896

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1989

COLLECTIVE BARGAINING AGREEMENT

by and between

NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION

and

LOCAL NO. 210

WANAQUE RESERVOIR POLICE BENEVOLENT ASSOCIATION

TERM - 1/1/89 - 12/31/91

THIS AGREEMENT dated as of January 1, 1989, by and between the NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION (hereinafter referred to as the "Commission"), and the WANAQUE RESERVOIR PBA LOCAL #210 (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargained issues between the Commission and the Association.

The purpose of this Agreement is to promote and insure harmonious relations between the Commission and the Association, for the mutual interests of the parties hereto, in accord with the intent of the New Jersey Public Employment Relations Act.

#### ARTICLE I

##### RECOGNITION

The Commission hereby recognizes the Association for the purposes of collective negotiations as the exclusive representative of the members of the North Jersey District Water Supply Commission Police Department, including patrolmen, sergeants and lieutenants, but excluding the Police Director, Chief and Deputy Chief. Reference to males shall include females.

#### ARTICLE II

##### DUES CHECK-OFF

A. The Commission agrees to deduct from the salaries of its employees who are members of the Association dues which such employees individually, voluntarily and in writing authorize the Commission to deduct. Such deductions shall be made in compliance with Chapter 223, New Jersey Public Laws of 1969, .S.A. 52:14-15.9e.

B. If, during the term of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Commission written notice thirty (30) days thereof prior to the effective date of such change.

C. The Association will provide the necessary "Check-off authorization" forms and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Commissions.

D. The Association shall indemnify, defend and save the Commission harmless from and against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Commission in reliance upon the salary deduction authorization forms submitted by the Association to the Commission, unless such action taken by the Commission is not in strict compliance with the authorization forms submitted.

E. The Commission shall remit the dues collected to the Association in January and July of the calendar year covered by this Agreement.

### ARTICLE III

#### MANAGEMENT

A. The Commission hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including (but without limiting the generality of the foregoing) the following rights:

1. To exercise exclusive executive management and administrative control of the Commission's operations and its properties and facilities and the on-duty activities of the members of the Association according to law.

2. To hire all employees, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees, subject to the provisions of law and the within Agreement.

3. To take any disciplinary actions, including discharge, for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Commission, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and the laws of New Jersey.

C. Nothing contained herein shall be construed to deny or restrict the Commission in the exercise of its rights, responsibilities and authority under N.J.S.A. 58:5-1, et seq., or under any other United States, State, County or Local laws, except as set forth elsewhere herein to the contrary.

#### ARTICLE IV

##### UNION SECURITY

All present employees who are members of the Association on the date of execution of this Agreement, may remain members of the Association. All new employees who are hired during the period of this Agreement may voluntarily and without intimidation become and remain members of the Association. The Commission shall in no way interfere with the solicitation of membership, nor discourage the same, provided such solicitation is not conducted during working hours nor in any manner which interferes with the operations, safety or security of the Commission, its employees and property.

#### ARTICLE V

##### MAINTENANCE OF OPERATIONS

A. The Association covenants and agrees that during the term of this Agreement, the Association will not cause, authorize or support any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, sick-out or other job action against the Commission. In the event the Association or any Association member takes part in any strike, or activity as aforementioned, the Association agrees that such action will constitute a material breach of this Agreement, as to the parties taking part therein.

B. The Association agrees that it will take or cause to be taken reasonable and prompt procedures and actions to preempt its members from participating in any strike, work stoppage, slowdown, sick-out or other activity as aforementioned. The Association's actions will include publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from the same immediately and to return to work along with other steps, if any, as may be necessary.

C. In the event of a strike, slowdown, walkout, sick-out or job action, it is covenanted and agreed that participation in any such activity by an association member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees by the Commission.

D. Nothing contained in the Agreement shall be construed to limit or restrict the Commission or the Association in their respective rights to seek and obtain such judicial relief as it or they may be entitled to have, in law or equity, for injunction or damages, or both, in the event of a breach by the Association, its members or the Commission.

ARTICLE VI

GRIEVANCE PROCEDURE

A. The term "grievance" , as used herein, means any controversy arising over the interpretation, application or alleged violation of this Agreement, or any complaint arising with respect to wages, hours of work, or other conditions of employment, and may be raised by an individual, group of individuals, the Association or the Commission.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement, with the exception of the Commission initiated grievances, which will proceed in accordance with Paragraph C and shall be followed in its entirety, unless any step is waived by mutual consent.

Step 1 : The aggrieved shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred by delivery of a written grievance to the Police Director and an earnest effort shall be made to settle this difference between the aggrieved and the Police Director or his designee for the purposes of resolving the matter informally. Failure to act within said five (5) days be deemed to constitute an abandonment of the grievance without prejudice to the right to file a timely grievance if the event reoccurs. The Police Director shall render a written decision within five (5) calendar days after receipt of the grievance.

Step 2: If such grievance is not resolved to the satisfaction of the aggrieved, the aggrieved shall, within five (5) calendar days after the response from the Police Director or his designee, submit the same written grievance to the Chairman of the Commission or his designee. The Chairman or his designee shall hold a hearing on such grievance within fifteen (15) calendar days after submission, and shall have five (5) calendar days thereafter to render his written decision and reasons with respect thereto. The aggrieved, and representative of the Association, and/or counsel, may, at the option of the aggrieved, attend such hearing. The Chairman or his designee shall submit a copy of his decision to the aggrieved and the Association. Failure to hold a hearing or submit an answer in writing within the time structure shall move the grievance to Step 3.

Step 3: If such grievance is not resolved to the satisfaction of the aggrieved at Step 2 above, the aggrieved's remedy shall be with the full Commission, the Public Employment Relations Commission, or such judicial remedies as may be available.

C. The Commission may institute action under the provisions of this Article within five (5) calendar days after the event giving rise to the grievance has occurred. Such grievance shall be in writing and filed directly with the Association and an earnest effort shall be made to settle the differences between the Commission and the Association. If such grievance is not resolved, the Commission's remedy shall be with the Public Employment Relations Commission or the Commission may resort to such judicial remedies as may be available.



D. Grievance conferences and hearings shall be held at the offices of the Commission. A representative from the Association, whose presence is required to resolve grievances, shall be released from work without loss of regular, straight-time pay for the purpose of participating in such a grievance resolution, and further provided that there shall be no interference with the operation of the Police Department.

## ARTICLE VII

### DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of the member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at the location designated by the Police Director. Usually it will be at Police Headquarters or the location where the incident occurred.

3. The member of the force shall be informed of the nature of the investigation before my interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If the member of the force is being interrogated as a witness only, he should so be informed at the initial contact. No party being investigated shall be required to furnish a written reply to a charge unless the charge is first reduced to writing by the Commission or its designee and

a copy delivered to the party under investigation.

4. The questioning shall be reasonable in length. Fifteen (15) minutes' time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward will be made as an inducement to answering questions.

6. During every stage of the proceedings, the member of the force shall be afforded an opportunity, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force which shall not delay the interrogation of a member of the force beyond one (1) hour for consultation with his Association representative nor more than two (2) hours for consultation with his attorney.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the then current decisions and requirements of the United States Supreme Court and the New Jersey Supreme Court.

8. Nothing herein shall be construed to deprive the Commission or its officers of the ability to conduct the routine and daily operations of the police department.

ARTICLE VII

TRAVEL ALLOWANCE

When a covered employee is directed by the Commission or its designee to be on Commission or Association business and no vehicle is provided for such travel, then the police officer shall be compensated at the rate of twenty (\$.20) cents per mile as payment for his personal transportation, and shall receive, in addition, reimbursement for verified parking costs and toll fees.

ARTICLE IX

HOLIDAYS AND PERSONAL DAYS

The following holidays shall be recognized:

New Year's Day	July 4th (Independence Day)
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Columbus Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day
	Christmas Day

Further, if the Governor of the State of New Jersey declares a holiday for New Jersey State employees, said holiday or holidays shall be granted to the members of the Association.

During the term of this Agreement, all employees covered by this Agreement, if on duty on one (1) or more of the holidays listed above, shall receive one and one-half (1-1/2) times their respective salaries for such holidays plus eight (8) hours regular pay. All employees who are off-duty on any (1) or more of the holidays listed above and who shall work on any such holiday shall receive, in addition to the foregoing pay, a compensatory day of their choice, subject to the approval of the Commission or its designee, based upon the needs of the Department. All employees who are off-duty on one (1) or more of the holidays listed above shall receive a compensatory day of their choice, subject to the approval of the Commission or its designee, based upon the needs of the Department.

All employees shall be entitled to a personal day to be used for personal reasons, provided seventy-two (72) hours notice is given by the employee, in writing, to the Police Director, of his or her intention to use said personal day. The personal day is not cumulative.

#### ARTICLE X

##### BEREAVEMENT LEAVE

A. Employees covered by this Agreement shall be granted, upon proper notification to the Police Department of the Department, up to three (3) consecutive calendar days without loss of regular pay upon the death of a member of his immediate family.

B. Immediate family shall be defined as the employee's spouse, children, parents, father-in-law, mother-in-law, brother, sister, regardless of place of residence, and any other person who shall be a blood relation of the employee who resides with the

employee as a member of the employee's household.

C. In The event of the death of a person not defined as immediate family in Section B, i.e., aunt, uncle, niece, nephew or grandparents, whether by marriage or by blood, the employees covered by this Agreement shall be granted, upon proper notification to the Commission or its designee, one day's leave without loss of regular pay.

D. In the event of the death of a step-parent or step-child, bereavement leave shall be discretionary with the Commission or its designee after notification of request for bereavement leave to the Police Director of the Department.

E. Reasonable verification of the death may be required by the Commission.

## ARTICLE XI

### SICK LEAVE

A. For the purpose of this Article, the total amount of sick days earned shall be twelve (12) days per year of service, which days shall accumulate from year to year if not used.

B. Any leave taken in accordance with the provisions concerning payment for disability contained in this Agreement, shall utilize any accumulated sick days under Paragraph A of this Article.

C. Any employee may apply for sick leave because of sickness of spouse, child, parent, grandparent, parent-in-law, or grandparent-in-law, being in the same household with the employee. The employee will supply medical information upon request of the Commission.

ARTICLE XII

GENERAL LIABILITY INSURANCE

A. The Commission agrees to provide, for the term of this Agreement, general liability insurance with coverage of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per person and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in the aggregate, covering its employees who are covered by this Agreement during the performance of their duties.

B. A copy of said insurance policy, including all riders and amendments thereto, will be available for inspection by the Association's President or his representative.

C. The Commission reserves the right to change insurance carriers so long as no less coverage is provided

ARTICLE XIII

NON DISCRIMINATION

A. There shall be no discrimination by the Commission or by the Association against any employee on account of race, color, creed, sex, religion or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Commission or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association, or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE XIV

VACANCIES

In the event of vacancies in the ranks of Lieutenant, Sergeant or Patrolman, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancies, when and if the Commission determines that they should be filled, shall be filled from the existing personnel by way of promotion within the ranks, based on seniority and qualifications.

ARTICLE XV

OVERTIME

The Commission agrees that overtime at the rate of time and one-half (1 1/2) shall be paid to all employees covered by this Agreement for all hours worked in excess of forty (40) hours and not in excess of forty-eight (48) hours, per week, inclusive. The Commission further agrees that overtime at the rate of two (2) times the employee's regular salary shall be given to all employees covered by this Agreement for all hours worked in excess of forty-eight (48) hours for the seventh (7th) day; but, the remainder of the five (5) day week shall be at the regular rate of pay.

ARTICLE XVI

VACATIONS

A. In order to promote proper and efficient police operations, both parties to this Agreement agree that the scheduling of vacations must be left to the Commission, but the following conditions shall be observed in such scheduling:

1. In the assignment of vacation periods, preference shall be given to the seniority status among the employees on a rank basis.

2. Employees will be allowed to choose vacation leave any time between January 1 and December 31 of the term of this Agreement, subject to the needs of the Department and approval of the Commission.

3. Any two (2) employees of the same rank may exchange vacation time upon written notice to the Police Director, thirty (30) days in advance of the commencement of the earliest of the two (2) vacations leaves involved, subject to the needs of the Department and the approval of the Commission.

B. There is no accrual of vacation time for probationary employees.

C. Following permanent appointment, all permanent employees shall accrue vacation for the balance of the calendar year in which their permanent appointment shall occur at the rate of .83% of a regular work day per month. As of January 1st, all permanent employees shall be entitled to a vacation with pay per year according to the following schedule:

Employment for up to 5 calendar years - 10 working days.

Employment for more than 5 and up to 10 calendar years - 15 working days.

Employment for more than 10 and up to 15 calendar years - 20 working days.

Employment for more than 15 calendar years or more - 25 working days.



D. All vacation time shall be approved by the Commission. All vacation time must be exercised within the calendar year within which it accrues, and shall not be cumulative. Vacation time allowed shall not be taken for periods of less than one (1) week at a time unless so authorized by the Chairman or his designee.

E. No vacation pay shall be made in advance of regular payroll dates; provided, however, an employee may make advance arrangements with the Commission in accordance with procedures established by the Commission, as to an address to which salary payable during the vacation is to be mailed or delivered for deposit. In the case of employees who make such advance arrangements, the Commission shall mail the employee's salary check on the employee's regular salary payment date to the specified address or place of deposit.

F. When a paid legal holiday occurs during the employee's vacation period, the employee will be granted an additional vacation day in lieu of said legal holiday.

G. Vacations for shift workers will be taken on a "weekend to weekend" basis. For such purposes, "weekend" is defined as the scheduled days off before and after an employee's regular shift.

## ARTICLE XVII

### COURT TIME

A. For any time spent in Court on Commission business on an employee's off-duty time, compensatory time at the rate of time and one-half (1 1/2) for each hour or part thereof for a

minimum of four (4) hours spent shall be given to the employee. The employee shall be compensated at the same rate for any hour or part thereof in excess of four (4) hours.

B. Time cards must be punched or time-logged and certified by the superior officer on duty at the beginning and end of the overtime period.

C. Overtime reports must be forwarded complete with all required information.

D. The employee's overtime Court appearance must be scheduled by the Court, and not by the employee.

E. Schools and meetings, when held on off-duty time, will be compensated at the same rate as Court appearances when assigned as a duty task. This does not include formal education (college) if monetary compensation is paid for earned credits.

#### ARTICLE XVIII

##### CONDUCTING PBA BUSINESS ON EMPLOYER'S TIME

A. The Commission agrees to grant the necessary times off without loss of pay to a maximum of one (1) member of the Association selected as a delegate or alternate to attend the annual convention of the New Jersey Policemen's Benevolent Association, as provided under applicable New Jersey Statutes.

B. The Association State delegate shall be excused from his tour of duty of the day of the regular monthly meeting of the New Jersey State PBA and the monthly Passaic County Conference for the purposes of attending such meetings, without cost to the Commission.

ARTICLE XIX

LONGEVITY

A. All employees working for the Commission on or before December 31, 1977, shall, in addition to future basic annual salary, receive longevity payments during each calendar year on a pro rated basis with each salary check to be computed on the basic salary as follows:

- After five (5) years of service.....2 percent
- After ten (10) years of service.....3 percent
- After fifteen (15) years of service.....4 percent
- After twenty (20) years of service.....5 percent
- After twenty-five (25) years of service.....6 percent
- After thirty (30) years of service.....7 percent
- After thirty-five (35) years of service.....10 percent

B. There shall be longevity service created for the period an employee is on leave of absence without pay or any interruption of service.

C. Any interruption of service due to a cause beyond the control of employee, for military service, injury or illness, shall be considered as service for the purpose of determining the completion of said cumulative periods of service with the Commission.

D. Longevity payments shall be considered as part of the employees salary for pension purposes.

E. Longevity payments shall commence and accrue and be computed on base salary earned in the first full pay period following the completion of any of the said cumulative periods of service required for each longevity percentage.

F. The Commission shall keep a separate and distinct record of the basic annual salary apart from the records of longevity payments being paid to each qualifying employee.

G. All longevity payments shall be paid as a part of the employee's bi-weekly pay, or other period of pay adopted by the Commission, and not in one lump sum.

H. Any additional compensation from the Commission to an employee of any nature, including but not limited to overtime, shift differential or payment for assigned additional duties, shall not be included as basic annual salary for the purpose of computing longevity payments.

I. The parties hereto acknowledge and agree, that from and after December 31, 1977, no longevity payments shall be made to any Association member hired after said date and that this Article shall apply only to the members of the Association working for the Commission as of December 31, 1977.

## ARTICLE XX

### EMPLOYEES' BENEFITS

#### A. GENERAL

The present Commission policy and practices pertaining to life insurance, accidental death and dismemberment benefits, hospitalization, medical surgical, major medical insurance and sick leaves shall be continued by the Commission for the duration of this Agreement. The selection of the insurance underwriters is

reserved to the Commission provided equal or better coverage is provided.

B. PRESCRIPTION PLAN

The Commission shall obligate itself to provide a Prescription Insurance Plan to cover the individual Employee and his or her immediate family dependents with a deductible of \$1.50 for the term of the contract.

C. OPTICAL INSURANCE

The Commission shall provide an Optical Insurance Plan to which its maximum premium liability shall be \$25.00 per year.

If the total annual premium, covering the employees and immediate family dependents, exceeds \$25.00, such excess shall be collected through monthly payroll deductions from those employees who sign up for the Plan.

The Association and Commission will select the Plan to be instituted.

D. SICK LEAVE

Upon retirement of an employee, the Commission shall pay that employee one (1) day's pay for every two (2) days accumulated during the employee's employment. The maximum pay off shall be \$12,000.00 as outlined in the New Jersey State (retirement) Sick Time Compensation Plan.

E. DENTAL PLAN

The Commission will continue to pay for the cost of an organized and approved Dental Plan on behalf of the employee and his or her family. Said plan shall be approved and mutually agreeable to both the Commission and the Association. In the

event that said Plan must be approved by the Department of Health of the State of New Jersey (or any other Governmental Agency), the Commission and the Association shall jointly seek said approval.

F. RETIREMENT BENEFITS

To the extent permitted by law, all employees who retire after January 1, 1980, at age sixty-two (62) with at least fifteen (15) years of service with the Commission shall continue to receive the health benefits indicated in this Article (which includes Items B, C, D and E under Article XX) for the life of said employee. In addition, all employees who retire with at least twenty-five (25) years of service with the Commission shall continue to receive all the benefits indicated in this Article for the life of said employee.

ARTICLE XXI

SALARIES

Effective as of and retroactive to January 1, 1989, the base annual salary of all employees covered by this Agreement shall be increased by an amount equal to the sum of six (6%) percent of the base annual salary of such employee as of December 31, 1988, plus \$750. Effective July 1, 1989, the base annual salary of each such employee shall be increased by an additional \$750.

ARTICLE XXII

CLOTHING

Each member of the Association shall receive all equipment and uniforms necessary to their employment, together with the cost of dry cleaning and repair of same. A listing of the equipment is to be supplied by the Commission to each member of the Association. Said list is indicated below. The Commission agrees to repair and replace said equipment and uniforms, if, in its discretion, it deems appropriate, after a request by the member of the Association.

Badge, H.C.	Tuffy Jacket, L.
Blouse	Belt, S. Brown
Boots	Summer Hat
Winter Hat	Gun
Keys	Rain Coat
L.S. Shirt	S.S. Shirt
Ties	Handcuff
Uniform Pants	Riot Helmet
Night Stick	

ARTICLE XXIII

PAYMENT FOR DISABILITY

A. Employees shall be enrolled in the New Jersey State Disability Program. In accordance with law, i.e., N.J.S.A. 43:21-7(d), payroll deductions shall be made.

B. Employees shall be entitled to such disability benefits as are afforded by law pursuant to the New Jersey State Disability Program.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provisions of this Agreement, or any application of this Agreement to any employee or group of employees, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

FULLY-BARGAINED PROVISIONS

A. During the term of this Agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXVI

JOB CLASSIFICATION AND DESCRIPTION

During the term of this Agreement, the Commission will reduce to writing job classifications and descriptions for each employee.

New employees in the employ of the Commission, during their probationary period of service described in Article XXVI, shall receive a salary of ONE THOUSAND DOLLARS (\$1,000.00) less than the highest pay rate paid to the employees in his respective



title classification. Said employees shall be raised to the highest pay rate (additional ONE THOUSAND DOLLARS) (\$1,000.00) paid to employees in his respective title classification upon attaining permanent status.

It is mutually agreed by the parties of this contract that it is our mutual intention to structure and implement a wage and salary step program prior to the expiration of the terms of this contract.

#### ARTICLE XXVII

##### DURATION

This Agreement shall become effective January 1, 1989, and shall terminate on December 31, 1991.

#### ARTICLE XXVIII

##### WORKING WEEK

The normal shift schedule for shift employees shall be computed on a seven (7) day basis, with a period starting at 12:01 a.m. Saturday morning. Such shift employees shall not work at straight pay more than five (5) consecutive days with eight (8) hours per day. If such employee is required to work on a sixth (6th) or seventh (7th) day following a continuous five (5) day work period, such employee shall be entitled to one and one-half (1 1/2) times his regular rate of pay for the sixth (6th) day and two (2) times his regular rate for the seventh (7th) day.

#### ARTICLE XXIX

##### ASSIGNED WORK

If a permanent employee is assigned to a position of a higher category for a full shift, such employee shall receive a

rate of salary equal to the higher paying position (e.g., a Patrolman serving in the capacity of a shift commander shall receive the pay rate of Sergeant).

A probationary employee assigned to a position of a higher category for a full shift shall receive a rate of salary equal to the rate of a probationary employee in the higher category (i.e., \$1,000.00 less that rate for a permanent employee).

#### ARTICLE XXX

##### JURY DUTY

Although it is customary that police officers are not called for jury duty, all employees who serve on a petit or grand jury shall receive their regular salary but shall turn over to the Commission all monies received therefor, exclusive of mileage.

#### ARTICLE XXXI

##### PROBATIONARY, TRIAL OR TEMPORARY EMPLOYEES

A. The parties agree that the terms of this Agreement shall not apply to any employee hired by the Commission during the employee's probationary or trial period (6 months), nor shall it apply to temporary employees (i.e., those employed for less than three (3) months), nor to special help employed only for portions of a year.

B. The Commission shall have the right to discharge any such probationary or temporary employee for any such reason whatsoever and without cause. Any such employee so discharged shall not have recourse to the grievance procedure as herein set forth.

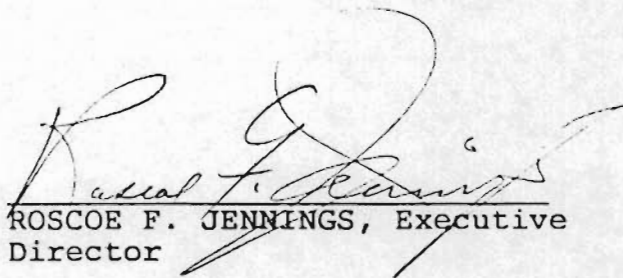
C. Any permanent employee temporarily assigned to a higher ranking position, shall be assigned to that position permanently, if the employee is continuous in the position for a period of six (6) months or more, except if an absent employee is on extended leave of absence.

D. The Commission shall not be under any obligation to re-employ any non-regular employee who may be dismissed during a trial, probationary or temporary period of employment.

E. The Commission may, in its judgment, extend a trial or temporary period to any such employee but such extension or temporary employment shall not be continued for more than eight (8) months without notice to the Association.

F. Seniority, as defined in this Agreement, shall be used for purposes of determining the most senior employees, the selections of vacations, lay-offs and recalls from lay-offs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement as of January 1, 1989.

  
ROS COE F. JEN NINGS, Executive Director

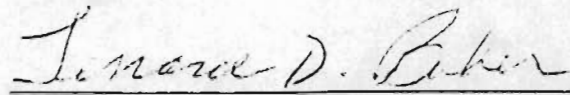
NORTH JERSEY DISTRICT WATER  
SUPPLY COMMISSION

By:   
CARL A. ORECHIO, Chairman

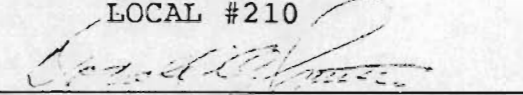
  
MICHAEL E. RESTAINO, Deputy Executive Director

  
GERALD F. VOLPE, Finance Director

WITNESS:

  
Terrence Baker

WANAQUE RESERVOIR PBA  
LOCAL #210

By:   
Donald Smith