

THIS AGREEMENT made on the 2nd day of August, 1993, by and between the West New York Municipal Utilities Authority with its principal place of business at 6400 River Road, West New York, New Jersey, hereinafter called the "Authority" or the "Employer" and Communications Workers of America, Local 1045, hereinafter called the "Union" with its principal place of business at 646A Newark Avenue, Jersey City, New Jersey 07306.

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 or employment.

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

**ARTICLE I
APPLICABLE LAW**

The parties recognize and affirm that their relationship is governed by the New Jersey Employment Relations Act, Chapter 303 of the laws of 1968 (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

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Service) as they exist on the date of this agreement all applicable state and federal law. However, either party to the extent permitted by law may appeal an adverse decision to a court of competent jurisdiction.

ARTICLE II UNION RECOGNITION

1. The Authority recognizes the Union as the Sole and exclusive bargaining agent for the bargaining unit employees which includes Senior Sewage Plant Operator; Sewerage Plant Operator; Sewerage Plant Repairer; Sewerage Plant Operator/Repairer; Maintenance Repairer, custodian, utility person and office clerical, but excludes managerial executives, confidential employees and all other supervisory employees within the meaning of the New Jersey Public Employer Relations Act, and all other employees of the Employer. Represented employees are those who have completed the probationary period hereinafter defined, and who have job titles listed in Article XXVI.

2. The Authority will notify the Union once every month of the name, address, employment date, classifications rate of pay, telephone number and social security 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.

ARTICLE III
DUES DEDUCTION

1. The Authority agrees to deduct from the pay of each provisional or permanent 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.

2. The card shall be in a form agreed to by the Authority and the Union. The authorization to deduct Union dues shall remain in effect during the life of this agreement, and until a successor agreement is reached.

3. The card shall be filed with the finance/payroll department of the Authority.

4. 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.

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

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

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

8. Agency shop language?

ARTICLE IV

MANAGEMENT RIGHTS

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

(a) 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.

(b) 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.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for good and 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.

RULES AND REGULATIONS

2. Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance.

DISCHARGE AND DISCIPLINE

3. A permanent employee who has completed the probationary period and who is covered by this agreement may be discharged, suspended or otherwise disciplined for cause. Cause shall include but not be limited to:

a. Neglect of duty or unsatisfactory work, or any violation of NJCWEA or NJPDES Operating Permits issued to WNY MUA.

b. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.

c. Incompetency, inefficiency, or incapacity.

d. Insubordination or serious breach of discipline.

e. Consumption of controlled dangerous substances or alcoholic beverages, being in possession of or being under the influence of controlled dangerous substance in violation of the law or being in possession of alcoholic beverages or being intoxicated while on duty.

f. Bringing alcoholic beverage into any premises operated or maintained by the MUA or the Town.

g. Violation of Authority rules and regulations, including tardiness.

h. Conviction for the committing of a criminal act.

i. Engaging in all illegal work stoppage.

j. Conduct unbecoming a public employee.

k. Chronic lateness.

4. 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.

5. Disciplinary action which is made part of an employee's personnel file shall be issued in writing to the employee and a copy will be given to the Union. At the request of any employee he/she will be permitted to review his/her personnel file in the presence of the Union representative.

ARTICLE V
UNION RIGHTS

1. Union activities shall be carried on in such a manner so as not to disrupt the operations of the Authority. This provision is not intended to preclude the investigation and processing of grievances. The Union shall notify the Authority of the name of the current shop steward and the names of three Union officers who have the responsibility for processing grievances.

2. The Union shop steward shall be allowed up to two days off per Contract year to attend Steward's Training and the Local Union Convention; provided that each employee and the Union must give 30 days advance notice to his or her of the Authority of the intention to exercise this privilege and upon return to employment after attendance shall deliver to his or her written proof of attendance. The Union and Employer agree that if this privilege is abused by any employee, the employer has the right to reopen discussions with the Union regarding the continuation of this privilege and the Union shall participate and cooperate.

3. In addition, the Union Shop Steward may request one (1) additional day off per Contract year, for a total of 3 days off per Contract year provided however that such additional one (1) day shall be approved by the of the Authority. Approval shall be in sole discretion of the Executive Director or his or her designee, and shall be denied if

absence will result in a manpower shortage or overtime pay to another employee to cover the work of the absent employee.

ARTICLE VI
WORK SCHEDULE
HOURS OF WORK

1. The work week shall begin at 11:00 P.M. Sunday and end at 10:59 P.M. the following Sunday, and it shall consist of 5 days of 8 hours each day. Employees will begin work at hours determined by the Authority.

2. The usual hours for non-shift employees shall begin between 7 and 8 a.m. and end between 3 and 4 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. Clerical employees shall work a 35 hour work week from 9:00 A.M. to 4:00 P.M. unless changed by the contract between the Union and the Town of West New York.

3. Sewage plant operators and senior sewage plant operators shall usually work a five week rotating shift covering seven days a week. The usual hours for shift employees will be 7:00 a.m. to 3:00 p.m., the second shift, 3:00 p.m. to 11:00 p.m.; the third shift, 11:00 p.m. to 7:00 a.m., the first shift, etc., with tow (2) consecutive days off.

7. During the 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 a one-half hour meal-rest period (unless changed in the Town of West New York Contract), for which time the employees shall be paid. Failure of an employee to take meal rest period or breaks period, shall not in any way excuse an employee from leaving before the end of his or her designated shift.

In case of emergency, the relief period and the meal rest period may be shortened and the employee required to work.

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

9. Senior Employees desirous of changing their scheduled shifts shall provide the Authority with thirty (30) days notice and must remain on the new shift for ninety (90) days.

CALL BACK TIME

Any employee who is called back to work after having completed his/her work day shall be compensated at time and one-half his or her regular pay with a minimum

The hours may be changed as the needs of the Authority require, employees on shift work shall work those shifts as per posted schedules and perform those duties as posted and as directed by the department head or his or her designee. No substitution of employees from one working schedule to another will be permitted unless approved in advance by the Executive Director or his or her designee. Such approval shall not be unreasonably denied. Work schedules showing the employee's shifts, work days and hours of work shall be posted. The Authority may schedule the shifts and the usual hours for shift employees may be from 6:00 A.M. to 4:00 p.m. on the first shift; the second shift from 2:00 p.m. to 12:00 midnight; and the third shift from 10:00 p.m. to 8:00 a.m. Hours worked by shift employees on a scheduled eight (8) shift shall be at regular time.

4. All hourly paid shift employees shall be required to utilize a time clock or other time recording device, in order to accurately determine the actual hours worked. It shall be the individual employee's responsibility to "punch in" upon arrival and "punch out" at departure. The Authority shall determine the type of time recording device to be utilized. Failure to properly punch in or out, or the punching of another employee's time card, will result in severe disciplinary action to both parties concerned.

5. Employees shall remain on duty until properly relieved.

6. The Union will be given notice prior to any changes in the usual hours of work.

guarantee of 3 hours of work. This provision shall not apply to an employee performing regular overtime or to an employee called in to work before the start of a regular shift. In that case, the employee will be paid at overtime rate for only the hours worked prior the start of his or her regular shift.

ARTICLE VII

OVERTIME

1. Employees covered by this agreement are obligated to work overtime in case of emergency, as required by the Authority. The Authority, whenever practicable, will attempt to give reasonable notice to an employee who is required to work overtime.

2. (a) The Executive Director shall base call in on a rotation based on seniority. If an employee is called by the Executive Director, or his/her designee, for overtime call out and is not available when called, their name will remain on the list and the next employee on the list will be called. If an employee refuses the overtime call out their name will be placed on the bottom of the list and the next name on the list shall be called.

(b) The Executive Director shall post scheduled overtime 48 hours in advance, if known, on the lunch room bulletin board along with the latest seniority rotating list. Employees will select scheduled overtime on the basis of the list until all shifts are filled.

(c) When an employee actually works call-in or scheduled overtime, their name will be placed on the bottom of the seniority list and move up as others work or refuse overtime.

3. Scheduled overtime (that of which is known at least 48 hours in advance) shall be posted as soon as the opportunity is known to the employer and shall be awarded 24 hours in advance of said opportunity to the employee accepts the overtime who is next on the overtime list.

4. In the interest of personal health and safety, no employee may work more than two (2) consecutive double shifts, or a total of 24 hours of overtime in any one pay period.

5. In the event that all attempts to fill the schedule due to someone calling off for a particular shift fail, the least senior person (excluding employees with less than 6 months) from the off going shift shall stay the next shift. If the least senior person is coming off sixteen continuous hours, then the second least senior person shall stay for the next shift.

6. For hours worked in excess of 8 hours a day and/or 40 hours in the regularly scheduled work week, the Authority will pay one and one-half times the regular rate of pay.

7. For purposes of computing overtime and determining whether an employee is entitled to the overtime pay, the vacation days, holidays and sick days, personal days which are recognized by the Authority shall be considered as 8 hours worked by an employee.

8. All scheduled work performed on Saturday and Sunday by non-shift employees shall be compensated at the rate of time and one-half the regular rate of pay.

9. During hours worked in excess of 8 hours a day, employees shall receive rest periods as provided by laws and the meal allowance set forth below.

10. An employee who works more than four (4) hours of unscheduled overtime and who is scheduled on the previous shift shall receive a \$8.00 meal allowance, reasonable time to obtain said meal and shall be allowed a one hour lunch.

11. Lunch period for day shift employees shall be scheduled between 11:00 a.m. and 1:00 p.m..

If there are two or less operators on a shift, they shall be required to take their lunch periods in the plant.

The length of the lunch period shall be determined by the contract between the Union and the Town of West New York, N.J.

ARTICLE VIII

SICK LEAVE

A. 1. PROVISIONAL OR PERMANENT EMPLOYEES SHALL BE ENTITLED TO THE FOLLOWING SICK LEAVE

AMOUNT OF SERVICE

SICK LEAVE DAYS

Up to the end of first
calendar year

1 work day for each month worked
during that same calendar year

Each calendar year
thereafter

15 work days for each calendar
year worked by the employee

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, off duty accident or exposure to contagious disease. For purpose of these regulations, sickness shall include injury other than accidental injury arising out of and in the course of employment by the Authority.

3. Should any provisional or permanent employee covered by this Agreement incur less than three (3) sick days in any one calendar year he shall receive, as a bonus one (1) personal day off in the next succeeding calendar year, provided however that said bonus personal day shall only be taken by the employee upon prior written approval of

the Executive Director or his or her designee, and shall not, directly or indirectly, result in undermining or payment of overtime to the employee, his replacement or any other employee as a result of the taking of the bonus day by the employee.

4. Authority employees holding multiple title shall only be entitled to sick leave based on their permanent or main title without compounding or multiplication of sick leave.

B. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him or her to sick leave, Executive Director or his or her designee, shall be notified at least one hour before employee's starting time. The Executive Director shall recognize emergency situations.

a. An employee who fails to notify the Executive Director or his or her designee for the first time during a calendar year period shall lose one day's pay for that day. Failure to so notify the Executive Director or his or her designee for any subsequent day during that calendar year may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

C. VERIFICATION OF SICK LEAVE

1. No employee, while on sick leave from the Authority shall be away from their home except to go to doctor's office, hospital or for a verified emergency nor be otherwise employed or engaged in any other activity or employment whatsoever.

2. An employee who shall be absent on sick leave for three (3) or more consecutive work days during any calendar year shall submit acceptable medical evidence sustaining the illness. The Authority may require proof at any time of an illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

3. The Authority may require an employee who has been absent for three (3) or more days because of personal illness or has shown a pattern of absence, as a condition or his or her return to duty, to be examined at the expense of the Authority by a physician designated by the Authority. Such examination shall establish whether the employee is capable of performing their normal duties and that their return will not jeopardize the health, safety or welfare of other employees.

4. Any employee who is injured on the job shall have such rights as are provided by law.

D. RETIREMENT BENEFIT FOR UNUSED SICK LEAVE

Retirement Benefit for unused sick leave - all permanent, non-probationary employees shall be entitled to a retirement benefit for unused sick leave to a maximum of \$6,500.00 based upon the following schedule:

[FOR THE 1993, 1994, 1995 RETIREMENT YEARS]

<u>CALENDAR YEARS EMPLOYED BY TOWN</u>	<u>PERCENT OF ACCUMULATED UNUSED SICK LEAVE, BUT NOT TO EXCEED MAXIMUM IN NEXT COLUMN</u>	<u>MAXIMUM SICK LEAVE RETIREMENT BENEFIT</u>
Ten (10)	25%	\$4,500.00
Fifteen (15)	30%	\$5,500.00
Twenty (20)	50%	\$6,000.00
Twenty Five (25)	50%	\$6,500.00

The above retirement benefit shall be at the current rate of pay. The Authority may pay the above retirement benefit according to its liability to budget and pay same and may elect the manner in which payment shall be made (ie. lump sum, monthly, weekly.)

The above provision shall not apply to temporary and seasonal employees.

ARTICLE IX
VACATIONS

A. All provisional or permanent employees shall be entitled to the following vacation on the effective date of this agreement:

1. New employees shall receive one working day for each month of service.

Thereafter, employees shall receive paid vacation leave as follows:

a. From the beginning of first full calendar year of employment and up to 5 years - 12 working days.

b. After 5 years - 15 working days.

c. Every year thereafter 1 additional day for each full calendar year employment to a maximum of 35 vacation days.

B. 1. In the sole discretion of the Executive Director, all temporary employees hired after January 1, 1984 shall receive 3 working days for the first year of employment and one additional day for each full calendar year of employment up to a maximum of 10 working days.

2. Vacation pay shall be paid prior to actual vacation period, provided employee has given at least ten (10) working days prior written notice of vacation to either the Executive Director of the Authority or his or her designee.

3. Vacation to be non-cumulative except as provided by state law statute. An employee must take vacation during the period of January 1st and December se except as provided by law or as otherwise provided in this Agreement.

4. Vacation request forms are to be distributed by the Executive Director or his or her designee on or before February 15th to permit employees to make vacation picks. At the time vacation requests are submitted by March 15th, and approved by the Executive Director or his or her designee, the Payroll Department must be notified of those employees requesting vacation pay at the time of vacation.

5. The Authority shall have the right to fix a vacation schedule and the date of 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 prevail in arranging the vacation schedule.

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

[Two-tier approach-new vacation schedule for employees hired after effective date of contract.]

ARTICLE X

HOLIDAYS

1. The following shall be recognized as paid Holidays:

1. New Year's Day
2. Day After New Year's Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Thanksgiving Day
10. Day After Thanksgiving Day
11. Christmas Day
12. Day After Christmas Day
13. Veteran's Day
14. Columbus Day
15. Employee's Birthday*
16. Martin Luther King's Birthday

[List to be determined by Town Contract.]

2. Whenever any of the holidays listed above falls on a Saturday, the holiday should be observed on the preceding Friday. Whenever the holiday falls on a Sunday, it shall be observed on the following Monday.

3. Whenever the holiday is worked by the employee with the prior written approval of the , time and one-half rates plus regular pay shall prevail for the actual hours worked by the employee with the prior written approval of the Executive Director or his or her designee.

* may at his discretion use this day as a floating holiday. Subject to manpower requirements and same procedure as a personal day.

4. It is expressly agreed that the Authority may require an employee to work on a holiday.

5. 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 and to take other appropriate disciplinary action.

ARTICLE XI
PERSONAL DAYS

1. Provisional or permanent employees shall receive 1 personal day after 1 year of employment, 2 personal days after 2 years of employment and 3 personal days after 3 or more years of employment. Personal leave time shall be non-cumulative.

2. A 48 hour prior written request to use a personal day shall be given by the employee to the Executive Director or his or her designee except in the event of an emergency when an oral request will be sufficient. The Executive Director, or his or her designee, may approve or deny any request to use a personal day. It shall be ground for denial of an employee's request for use of a personal day if manpower will fall below minimum strength, absence will cause diminution of essential Authority service or create an emergency, or the employee's use of the personal day will result in expenditure by the Authority for overtime or extra cost, direct or indirect.

3. Personal days shall not be added to, taken in conjunction with, or taken consecutively with any leave, vacation, holiday, or other absence by the employee except upon prior written authorization. In cases of patterned sick leave absences this paragraph shall also apply.

4. Any permanent part-time employee who has worked one calendar year shall receive 1 personal day per year which shall be non-cumulative.

ARTICLE XII
LEAVE OF ABSENCE

A. FUNERAL LEAVE

A death in an employee's immediate family shall not be charged against his compensatory time off.

1. Time off shall be given from the day of death until the day after the funeral, not to exceed five (5) consecutive working days. Immediate family shall be defined as follows: MOTHER, FATHER, SISTER, BROTHER, SON, DAUGHTER, HUSBAND, WIFE.

2. Time off shall be given for two consecutive working days including day of the funeral in the event of death of GRANDMOTHER, GRANDFATHER, FATHER-IN-LAW, MOTHER-IN-LAW or GRANDCHILD.

[To be determined by Town Contract.]

B. MILITARY LEAVE

Any employee called into the Armed Forces of the United States during national emergency or draft shall be given a leave of absence without pay, as per State Law.

C. UNION LEAVE

A maximum of one (1) employee, to be selected by the Union shall be entitled to time off with pay for attendance at union conference/Civil Service Convention. The amount of time off for all employees for this purpose shall be in accord with State Law and not exceed a total of five working days.

D. JURY DUTY

In the event an employee is summoned to serve as a juror, full wages are to be paid by the Authority less the amount paid by the State.

ARTICLE XIII

INSURANCE

Determined by town contract.

ARTICLE XIV

SENIORITY RIGHTS

1. It is agreed that both parties recognize and accept the principle of seniority in all cases of layoffs, recalls and vacations.

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..."

3. In the event of layoff and rehiring, employees with the longest length of continued service with the Authority will be given preference in accordance with the New Jersey Civil Service Statutes.

4. An employee who returns to full time employment after military service will receive seniority credit for the time spent in service.

5. Seniority shall be lost by an employee for the following reasons:
- (a) Voluntary quitting.
 - (b) A failure to report back for work later than the beginning of the next work week following the conclusion of leave of absence.
 - (c) Discharge for just cause.
 - (d) Failure to notify the Authority of intention with respect to the job (when called back after a lay-off) after receipt of telegram or registered letter, return receipt requested, 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 secured prior to the layoff is continued upon reappointment. No seniority is accrued, however, while the employee is out of work.

POSTING OF VACANCIES AND PROMOTIONS

6. All new and vacant positions in the bargaining unit, which are in the classifications covered by this agreement and for which no pertinent civil service certification list is available, shall be posted on the Authority bulletin board. A copy shall be given to the local Union president for posting on the Union bulletin board. Employees who wish to apply for such vacancies shall make a request in writing to the Executive Director or his or her designee for consideration. Appointments through this procedure are provisional.

7. It shall be the policy of the Authority to attempt to fill vacancies from the ranks of the employees who comprise the bargaining unit. When ability, training, education, experience and personal fitness for the position are equal, employees with seniority will be given preference. Nothing contained herein shall prevent the Authority from hiring new employees to fill vacancies or new positions when, in its judgment, present employees do not fill the job requirements.

ARTICLE XV
GRIEVANCE PROCEDURE

SECTION 1. - The purpose of the grievance procedure shall be to settle all grievances between the Authority and the Union as quickly as possible so as to insure efficiency and promote employee's morale.

SECTION 2. - A grievance is defined as any disagreement between the Authority and the Union involving the interpretation, application, or violation of this Agreement affecting them which is presented within seven calendar days of its occurrence or when employee should have known of its occurrence.

SECTION 3. - A grievance shall be proceeded as follows:

a. It shall be discussed with the employee(s) involved and the Union Representative (s) and with the immediate supervisor. The answer shall be given in writing to the Union within seven (7) calendar days by such immediate supervisor.

b. If the grievance is not settled as in Step A, the grievance shall be reduced to writing by the Union and submitted to the Executive Director or his or her designee. In the event the grievant is desirous of a hearing, said grievant shall make known his or her demand in writing to the Union within five (5) days of receipt of the written

grievance. A hearing, if demanded by either party, shall be scheduled within ten (10) days of the demand for same. The answer to the grievance shall be given in writing to the Union within (10) working days after a hearing and, in the event no hearing is demanded, the answer to the grievance shall be given in writing to the Union within ten (10) days after receipt of the written grievance.

If the grievance shall not be settled informally or by the parties, as aforesaid, and the grievance is not recognized by Civil Service, then within twenty (20) days thereafter, subject to employer's right, either party may request the New Jersey Public Employment Relations Commission to appoint an Arbitrator who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of Arbitration shall be borne by the employer and union equally. The Arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing. The Employer may at all times contest the scope of the Arbitration and the Arbitrability of the issues submitted for resolution Arbitration.

d. The Union President or his designee may report an impending grievance to the Executive Director or his or her designee in an effort to forestall its occurrence.

ARTICLE XVI

SAVINGS CAUSE

1. Should any part of or any provision herein contained be rendered or declared invalid by reason of an existing or subsequently enacted legislation, decree or a court of competent jurisdiction, or order of an Arbitrator or any Administrative Agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XVII

LONGEVITY

1. The employer agrees to continue to pay longevity to all employees covered by this agreement in accordance with the following scale, said longevity to be paid weekly with the employee's salary. Said longevity shall be included as part of employees' base salary for pension purposes.

Beginning with Third Year of Service - 4% of base annual salary
Beginning with Sixth Year of Service - 6% of base annual salary
Beginning with Eleventh Year of Service - 8% of base annual salary
Beginning with Sixteenth Year of Service - 10% base annual salary
Beginning with Twenty-fifth Year of Service - 12% base annual salary

Employees hired on or after January 1, 1984, shall be paid longevity in accordance with the following schedule:

Beginning with Fifth Year of Service - 4% base annual salary
Beginning with Tenth Year of Service - 6% base annual salary
Beginning with Fifteenth Year of Service - 8% base annual salary
Beginning with Twentieth Year of Service - 10% base annual salary
Beginning with Twenty-fifth Year of Service - 12% base annual salary

ARTICLE XVIII
SHIFT DIFFERENTIAL

1. Employees shall receive a night shift differential as follows:
 - a. A five (5%) percent increment for actual hours worked by any employee who works the 3:00 p.m. to 11:00 p.m. shift.
 - b. A seven (7%) percent increment for actual hours worked by any employee who works the 11:00 p.m. to 7:00 a.m. shift.
2. An employee who works overtime at the overtime rates of pay shall not receive the night shift differential.

ARTICLE XIX
SAFETY AND CLOTHING ALLOWANCE

1. The Authority agrees that it will comply with all provision of the State of New Jersey safety laws which are applicable to the Authority. The Authority shall provide clothing and accessories for eligible employees no later than by the first pay period in December of each contract year, as follows:

a. For all full time plant employees, five (5) uniforms, two (2) jackets and one (1) liner and a cleaning service.

b. In addition, for all full time plant employees, rain gear and one pair of safety shoes.

2. 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.

3. Loss or destruction of issued equipment will be replaced at the employee's expense, via payroll deduction.

ARTICLE XX

SAFETY MEETING

1. The Authority and the Union shall meet bi-monthly to discuss safety issues. Among other things it shall:

- A. Review accidents
- B. Review health and safety hazards.
- C. Propose solutions to health and safety problems.

ARTICLE XXI

TEMPORARY WORK ASSIGNMENTS

1. When the needs of the Authority require, employees shall perform work as directed.
2. If an employee is directed to perform work of a lower job title and pay grade, he or she shall receive the rate of pay for his or her job title and pay grade.
3. If, due to absence, illness or vacation of an employee, another employee is directed to perform the work of a higher job title and pay grade for more than 10 consecutive days then beginning on the 11th consecutive day of such work the employee shall receive the rate of pay for the higher job title and pay grade.

ARTICLE XXII

PROBATION PERIOD

1. Temporary employees appointed to a full time position of employment, shall be probationary employees for a period of six (6) months.

2. A temporary employee may be dismissed by the Authority during the probationary period without recourse to any grievance or arbitration procedure under this agreement.

ARTICLE XXIII

DURATION OF AGREEMENT

1. This Agreement shall be effective as of January 1, 1993 and shall expire December 31, 1995. Both parties agree to the negotiations for the year 1996 no later than June 1, 1995.

2. In the event that negotiations are not completed for a new agreement on the expiration date of this agreement, all parties agree that this agreement shall remain in full force and effect until such time a new agreement is reached.

ARTICLE XXIV

COOPERATION

The Union and the Employer agree that they will cooperate in eliminating waste, combating lateness and absenteeism, inefficiency and work rules violations and strengthening good will between the Employer, the Employers, the Union and the Public.

ARTICLE XXV
NO-STRIKE PLEDGE

A. It's recognized that the need for a continued and uninterrupted operation of the Authority is of paramount importance to the citizen of the Community and that there should not be interference with such operation.

B. The Union covenants and agrees that during the term of this Agreement neither the Union, nor any person acting on it's behalf, will cause, authorize, support, nor will any of its members take part in 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, walk-out, or any other job related action against the Authority.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out, or job action, it is covenanted and agreed that participation in any such activity by the Union member shall entitle the

Authority to take appropriate disciplinary action, including possible discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such Judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXVI

SALARY

1/1/93 1/1/94 11/95

PROPOSED RATE SCHEDULE

Senior Sewerage Plant Operator	Min. 30,500 Max. 55,500
Sewerage Plant Operator & Sewerage Plant Repairer	Min. 15,000 Max. 38,800
Sewerage Plant Operator/Repairer	Min. 16,500 Max. 42,000
Maintenance Repairer	Min. 22,000 Max. 36,900
Custodian & Utility	Min. 14,800 Max. 31,600
Executive Secretary	Min. 21,000 Max. 40,100

Senior Clerk	Min. 16,900 Max. 38,000
Clerk	Min. 10,000 Max. 26,300

A. The employer's personnel who qualify and who obtain Public Sewerage Treatment Operators' Licenses, in accordance with the "Rules and Regulations on Licensing of Operators of Public Sewerage Treatment Plants" promulgated by the New Jersey Department of Environmental Protection, salary shall graduate from Trainee in accordance with obtaining the following licenses and in the salary increase referred to the rate:

(1) S-1 licensed operators shall receive a salary at two percent (2%) over his or her present salary rate.

(2) S-2 licensed operators shall receive a salary at four percent (4%) over his or her present salary rate.

(3) S-3 licensed operators shall receive a salary at six percent (6%) over his or her present salary rate.

(4) S-4 licensed operators shall receive a salary at eight percent (8%) over his or her present salary rate.

B. For Collection System Licenses the following salary increase shall apply:

(1) C-1 licensed operators shall receive a salary at one percent (1%) over his or her present salary rate.

(2) C-2 licensed operators shall receive a salary at two percent (2%) over his or her present salary rate.

(3) C-3 licensed operators shall receive a salary at three percent (3%) over his or her present salary rate.

(4) C-4 licensed operators shall receive a salary at four percent (4%) over his or her present salary rate.

C. Operators who receive a Commercial Driver's License shall receive \$500.00 upon receipt of the License and an additional \$500.00, six months thereafter. Employees who presently have the License will receive \$1,000.00 added to their salary upon the execution date of this agreement. In the event the License is revoked or suspended for any reason, the added money set forth herein shall not be payable during the period of suspension or revocation.

D. The salary increases in Paragraph A shall be granted upon the presentation of the letter notifying the employee that the licensing test has been successfully passed.

E. An employee shall receive a salary at 2-1/2% over his/her present salary, upon completion of twenty-four (24) credit hours and forty-eight (48) credit hours of college level and/or college level technical training and/or equivalent which directly relates to his/her job classification and job duties (exclusive of courses required for State licensing and seminars), as determined by and with prior approval from the Executive Director or his or her designee with prior approval from the , relating to his/her job classification.

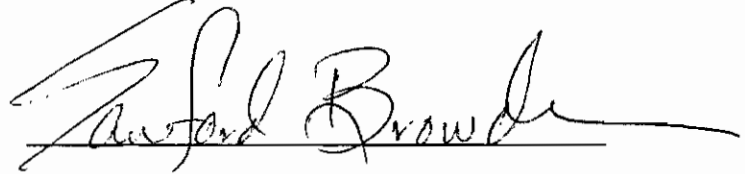
F. It is agreed that the employer shall conduct a performance evaluation of each employee, at least once annually. Said evaluations are to be completed by the Executive Director and/or his designee(s). All demotions or dismissal for all employees covered under this agreement may in part be determined on the basis of the results of the performance evaluation report, and as determined by the Executive Director.

G. The change in rates of pay and classification into a new position will be predicted upon the results of the annual performance evaluation reports (Schedule A), the promotion evaluation interview which will take place within thirty (30) working days of an employee's request for promotion, providing the minimum time requirements of the job description have been met. The employer shall notify each unsuccessful candidate in writing within thirty (30) working days of the promotion evaluation interview of the areas of deficiency and a suggested course of action.

H. Hiring rate shall be at the rate of \$1.00 less than the rate of the job. Upon completion of the probationary period, there shall be a wage increase of .75 cents per hour; and additional .25 cents per hour shall be paid after the completion of one-year employment.

IN WITNESS WHEREOF, the undersigned has accepted and executed this Agreement as of this 2nd day of August, 1993.

FOR WEST NEW YORK
MUNICIPAL UTILITIES AUTHORITY

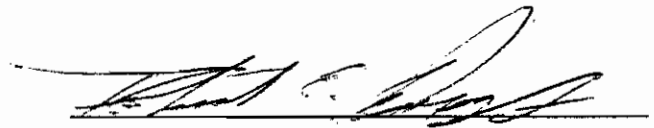


DATED:

DATED:

DATED:

FOR UNION



DATED:

DATED:

DATED:

ADDENDUM

1. It is understood that Robert Lowe, with a title of Supervising Operator is a member of the bargaining unit and if and when he returns to active employment, his annual salary will be established at \$44,500.00

2. It is understood that if and when Fred Nunez returns to active employment, his last salary will be increased by \$1,700.00 on an annual basis.

3. Upon the New Jersey Department of Personnel Certification of Jose Torres as a Maintenance, Repairer, his salary shall be increased by \$1,000.00 annually.

4. AGREED TO ANNUAL SALARIES

TULLY	\$42,500.00
DIGIOVANNI	28,000.00
PIERSON	38,800.00
WHISTEN	23,000.00
GUTIERREZ	22,000.00
LEE	24,000.00
LAYTON	24,000.00
MITAROTONDA	23,000.00
MONTOYA	21,000.00
SANCHEZ	18,000.00
ADAMS	30,000.00
MALADA	15,000.00
J. TORRES	27,000.00
TERRAMENA	22,000.00
H. TORREZ	12,800.00
MOHR	16,900.00
FRANCO	13,500.00

5. RETROACTIVE PAY ADJUSTMENT

The previous contract having expired on December 31, 1992, and the terms of the present contract concerning salary, hours of work, overtime, etc. to take effect as of July 13, 1993 (starting with shift starting at 11:00 p.m. on Monday, July 12, 1993), there shall be paid a one time salary adjustment in the following amounts:

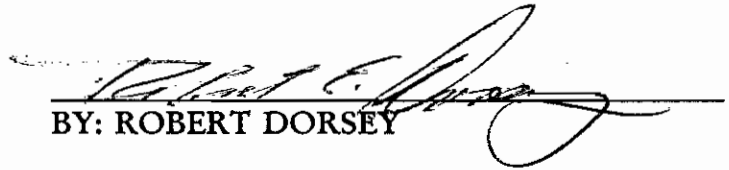
TULLY	-	\$800.00
DIGIOVANNI	-	\$800.00
PIERSON	-	\$800.00
WHISTEN	-	\$800.00
GUTIERREZ	-	\$800.00
LEE	-	\$800.00
LAYTON	-	\$800.00
MONTOYA	-	\$800.00
ADAMS	-	\$800.00
TARRAMENA	-	\$200.00
H. TORRES	-	\$200.00
MITARONTONDA	-	\$1,000.00
J. TORRES	-	\$800.00

6. With respect to the following fringe benefit areas, the terms of the Contract between the Union herein and the Town of West New York, N.J. covering its public works employees shall be applicable to this agreement and be made a part thereof.

1. Health Benefits
2. Retirement
3. Vacations
4. Holidays
5. Longevity
6. Sick leave

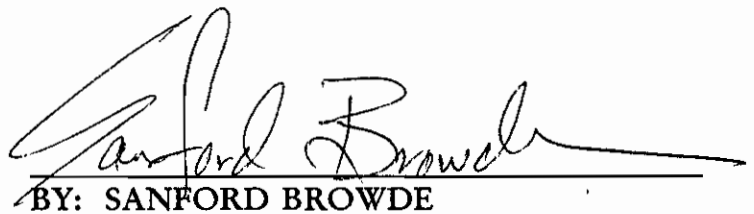
7. The salary of bargaining unit employees for the second and third year of this agreement, shall be increased by the percentage applicable to employees under the Town Contract for the same period. If no applicable rate increase is negotiated for Town employees for the second and third years, then the parties shall reopen negotiations solely on that issue.

LOCAL 1045, CWA


BY: ROBERT DORSEY

DATED: August 2, 1993

WEST NEW YORK MUA


BY: SANFORD BROWDE

DATED: August 2, 1993