

Contract no. 897

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**AGREEMENT
BETWEEN
NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
AND
TEAMSTERS LOCAL NO. 97 OF N.J.
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AFL-CIO**

**EFFECTIVE JANUARY 1, 1992
EXPIRES DECEMBER 31, 1994**

AGREEMENT

This agreement dated as of January 1, 1992 by and between North Jersey District Water Supply Commission, hereinafter referred to as "North Jersey", and International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WITNESSETH

Whereas, this agreement is designed to maintain and promote the harmonious relationship between North Jersey and such of its employees who are within the provisions of this agreement; and

Whereas, the employment relationship between North Jersey and its employees is subject to the provisions of the "The New Jersey Employer/Employee Relationship Act" known as Chapter 303 of the Laws of 1986, N.J.S.A. 34:13A-1, et seq. (the "EERA"); and

Whereas, North Jersey is a public entity existing and operating pursuant to N.J.S.A. 58:5-1, et seq., as amended and supplemented, and is engaged to a vital public service in supplying potable water to the public which affects the public's health and general welfare, and the operations of which the parties to this agreement mutually agree cannot be interrupted; and

Whereas, North Jersey has for many years recognized and continues to recognize the Union as a majority representative of an appropriate unit of employees, composed primarily of employees in job titles listed on Schedule "A" attached hereto and made a part hereof, but excluding police, supervisors, assistant supervisors, foremen, assistant foremen, clerical, administrative, professional, probationary and temporary employees (the "Unit"); and

Whereas, the parties hereto have agreed to enter into an agreement consistent with the provisions of the EERA; and

Whereas, the Union has presented proof that it represents a majority of the North Jersey employees in the aforementioned appropriate unit established by prior practice;

Now, therefore, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

North Jersey recognizes the right of the Union and its members to be protected in their right, freely, and without fear of penalty or reprisal, to join in any such employee organization; provided, however, that this recognition is subject to the provisions of the EERA and shall not extend to persons excepted therefrom as provided in the EERA and the established practice of North Jersey.

ARTICLE II

UNION SECURITY

All present employees who are members of the Union under date of execution of this agreement, may be or remain members of the Union. All new employees who are hired during the period of this agreement, may voluntarily and without intimidation become and remain members of the Union. North Jersey shall in no way interfere with the solicitation of membership nor discourage the same, provided such solicitation is not done during working hours nor on North Jersey's premises.

(a) Representation fee - Within thirty (30) days after execution of this contract and commencing at the start of a payroll period, all included nonmember employees in the unit will be required to pay the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any employee to become a member of the Union.

(b) Amount of Fee - The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall have such fee exceed 85% of the regular membership dues, fees and assessments.

(c) Deduction and Transmission of Fee - After verification by North Jersey that an employee must pay the representation fee, North Jersey will deduct the fee from the wages of each such employee in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

North Jersey shall deduct the representation fee as soon as possible after the tenth day following reentry into the Unit for employees who previously served in a position identified as excluded or confidential for individuals re-employed in this Unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who became eligible for the representation fee because of nonmember status.

North Jersey shall deduct the representation fee from a new regular employee at the beginning of the bi-weekly payroll after thirty (30) days from the beginning date of permanent employee in a position in the Unit.

(d) Demand and Return System - The representation fee in lieu of dues only shall be available to the Union if the following procedures hereafter are maintained by the union. The burden of proof under this system is on the Union.

Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Union, under proceedings established and maintained in accordance with N.J.S.A. 34:13A-5.6, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the Union. The pro rata share subject to refund shall not reflect however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.

(e) Indemnification - The Union hereby agrees that it will indemnify and hold North Jersey harmless from any claims actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by North Jersey in accordance with this provision. North Jersey shall not be liable to the Union for any retroactive or past due representation fee for any employee who was identified by North Jersey as excluded or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

ARTICLE III

BULLETIN BOARDS

North Jersey shall permit the Union reasonable use of bulletin boards for the posting of notices concerning Union business and activities.

ARTICLE IV

PROBATIONARY, TRIAL OR TEMPORARY EMPLOYEES

(a) The parties agree that the terms of this agreement shall not apply to any employee during the employee's initial employment period, which shall be for a period of six (6) months, unless extended by North Jersey, nor shall it apply to temporary or special help hired only for portions of a year.

(b) North Jersey shall have the right to discharge any probationary or temporary employee for any reason whatsoever and without cause at any time during or at the end of such employee's temporary period. Any such employee so discharged shall not have recourse to the grievance procedure as hereinafter set forth.

(c) Any employee temporarily assigned to a higher ranking position and who shall be a regular employee at the time of such assignment shall be assigned to the higher ranking position permanently, if the employee is continuous in the higher ranking position for a period of six (6) months, provided, however, this provision shall not apply where the previous incumbent of the high ranking position is on extended leave of absence.

(d) North Jersey shall not be under any obligation to re-employ any former employee who may have been dismissed during or at the end of a trial, probationary or temporary period of employment.

(e) North Jersey, may, in its judgement, extend the probationary or temporary period of any such employee but each such extension of such period shall not be continued for more than an additional six (6) months without notice to the Union.

(f) Seniority shall be used for purposes of determining the most senior employee, the selections of vacations, lay-offs and recalls from lay offs. Persons, if qualified, will be promoted with respect to a position within the bargaining unit on the basis of seniority, first from within the Department, then from within North Jersey, and then from the outside.

(g) Arbitrator Malkin's decision concerning lay-off rights shall be utilized to determine bumping rights. In the event of a lay-off, which is defined as a reduction in the number of employees, elimination of jobs, or otherwise reducing the operations in any classification, no employee may "bump" into a classification or job not previously held by that employee.

(h) North Jersey and the Union shall adopt an approved salary range guide for new hired employees to be effective January 1, 1992.

ARTICLE V

VACATION SCHEDULE

(a) Probationary Employees - There is no accrual of vacation time for probationary employees.

(b) Regular Employees - Following regular appointment, of any employees hired after January 1, 1990, all regular employees shall accrue vacation for the balance of the calendar year in which their regular appointment shall occur at the rate of .83% of a regular work day per month. As of January 1st, all regular 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 and up to 25 calendar years - 25 working days

Employment after completion of 25 calendar years or more - 30 working days

Upon resignation or termination, each employee shall be entitled to vacation payable at pro-ration of vacation entitlement for that calendar year on the basis of full months worked since January 1. Paid vacation time taken in advance of accrual shall be viewed as unearned wages and a compensatory salary adjustment will be made in the final paycheck.

(c) All vacation time shall be approved by North Jersey. 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 North Jersey.

(d) No vacation pay shall be made in advance of regular payroll dates. An employee may make advance arrangements with North Jersey in accordance with procedures established by North Jersey, 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, North Jersey shall mail the employees' salary check on the employees' regular salary payment date to the specified address or place of deposit.

(e) If an employee desires to take his or her vacation prior to August 31st of a given year, the written request for said vacation leave must be submitted to the Executive Director or his designee for his approval no later than April 15th. For vacation leave from September 1st to December 31st, a written request must be submitted no later than August 15th for approval.

(f) When a paid legal holiday occurs during the employee's vacation period, the employee will be granted a vacation day in lieu thereof to be scheduled at the discretion of North Jersey. If a paid legal holiday occurs when an employee is on leave of absence, the employee will not be granted any additional day or days of leave time.

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

(h) Employee may be allowed upon request to use vacation days in groups of 3 or 2 days provided the request does not interfere with the attendance needs of commission functions.

ARTICLE VI

ASSIGNED WORK AND TRAINING

When an employee's services are temporarily not required in the job to which the employee has been assigned permanently because of lack of work and if for any reason the employee does not desire to accede to a request for assignment to another department, North Jersey has authority to suspend or lay-off the employee without pay.

Any regular employee placed in a higher paying position by way of promotion will be paid the regular salary attributable to the level of entry into the range for such position. However, nothing herein shall deem any such promoted employee to be permanently assigned to the higher ranking position until the expiration of the six (6) month period referenced in Article IV (c).

All new hires from outside North Jersey will be paid during the period they are probationary employees at an annual salary rate within the entry level range for that position agreed to between the Union and North Jersey. Upon completion of the probationary period and regular appointment by the commission, the employee will receive a \$1,000 increase. Notwithstanding the foregoing, a new hire, if deemed to have sufficient experience by the supervisor in charge, may be paid the higher salary in the entry level range for said position upon hiring.

ARTICLE VII

WORKING WEEK

The normal shift schedule for shift employees shall be computed on a seven (7) day basis with the period starting at 12:01 A.M., Saturday morning. The work week for such shift employees shall consist of not more than five (5) consecutive days with eight (8) hours per day. If such employee is required to work on the sixth or seventh day of the work week following a continuous five (5) day work period, such employee shall be entitled to one and one-half (1½) times his regular rate for such sixth day and two (2) times his regular rate for the seventh day of the work week. North Jersey may, in its discretion, modify the times at which work days and shifts begin and terminate, on a seasonal basis or otherwise. All shift workers may be required to rotate shifts, as directed by North Jersey in its discretion.

ARTICLE VIII

OVERTIME

1. Shift employees shall be paid overtime pay for any work in excess of eight (8) hours per day and forty (40) hours per week at the rate of one and one-half (1½) times the employee's regular rate of pay.

2. Those employees who are not shift employees but whose regular duties require that they work on Saturday and/or Sunday, shall be paid overtime pay for any work in excess of eight (8) hours per day and forty (40) hours per week at the rate of one and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay for the sixth (6th) day of the work week or two (2) times for the employee's regular rate of pay for the seventh (7th) day of the work week.

3. Whenever any employee shall be required to work on any paid holiday and which is the employee's normal day off, he shall receive in addition to this regular pay one and one-half ($1\frac{1}{2}$) times his regular pay for such work. Whenever an employee shall be required to work during the holding of the Annual Employees' Meeting, during regular business hours, he shall receive regular pay for such work and shall be entitled to receive four hours paid time off on a date satisfactory to North Jersey. Whenever an employee who shall be entitled to paid time off pursuant to this paragraph 3 shall not have taken such time off in the calendar year in which such time off has accrued, North Jersey shall compensate such employee for such time on a straight time basis, at the rate of pay in effect in the calendar year when the time off accrued, but not later than March 31st of the next calendar year in lieu of such time off.

4. In computing overtime, the hourly rate of pay shall be determined by dividing the employee's weekly salary by the number of hours in his regular work week during which such overtime occurs.

5. Employees who report for their normal daily work shift and are sent home immediately after reporting with orders to report for a later shift, shall be guaranteed four (4) hours pay for reporting to work on their daily shift, in addition to a full day's pay for reporting for work in a later shift.

6. Overtime work shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done.

ARTICLE IX

HOLIDAY SCHEDULE AND PERSONAL DAYS

The following days are designated as legal holidays for all employees:

New Year's Day	Labor Day
M.L. King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
July Fourth	

Whenever any one of the designated holidays shall occur on a Saturday, the employee shall receive the day off on the preceding Friday, and whenever the holiday shall occur on a Sunday, the employee shall receive the day off on the following Monday.

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 as legal holidays to the members of the Union.

Any employee who, because of his personal religious belief, does not desire to have time off for Good Friday or Christmas Day because of such designation as a legal holiday may obtain an equivalent day or days at the convenience of North Jersey as a legal holiday in lieu thereof.

All employees working on a shift basis (shift workers), in lieu of the foregoing legal holiday, shall be entitled to thirteen (13) days, at such time as may be designated by North Jersey, in order that the functions of these departments may not lack continuity. Should the employees of these departments not receive said day or days, they shall be paid in accordance with Article VIII.

All regular employees shall be entitled to a personal day to be used for personal reasons provided said employee gives at least seventy two (72) hours notice of his intention to use same. This personal day is not cumulative. An employee shall receive a leave of absence with pay for a period of three (3) days by reason of the death of a member of the employee's immediate family, which shall include husband, wife, mother, father, grandparent, brother, sister, child, mother-in-law and father-in-law. A one (1) day leave of absence shall be afforded an employee by reason of the death in his family of an aunt, uncle, brother-in-law, sister-in-law or grandchild.

In special circumstances a one (1) day leave of absence shall be afforded an employee by reason of the death of a foster parent or legal guardian, at the discretion of North Jersey.

In the event an employee shall be entitled to a paid leave of absence pursuant to the foregoing paragraphs such employee shall be entitled to one additional personal day, on a noncumulative basis, to attend

memorial services pertaining to the death of a person residing more than 500 miles from the residence of the employee. North Jersey shall be entitled to receive independent substantiation of the employee's entitlement to the additional personal day.

ARTICLE X

UNIFORMS AND AUTOMOBILES

When North Jersey shall require an employee to wear specific uniforms, work clothes or accessories, the expense thereof shall be borne by North Jersey by supplying same to said employee. Each such employee is responsible for cleaning and maintenance of uniforms and accessories.

Where North Jersey presently reimburses an employee for use of his automobile in the performance of his duties, North Jersey reserves the right to revise and review such automobile use allowance monies from time to time, or to make other arrangements and discontinue the use of private automobiles. Car allowance at the time of the signing of this contract is \$.25 cents per mile.

ARTICLE XI

EMERGENCY CALL IN TIME

Whenever an employee is called into work from an off duty position to perform any work on any shift when he would normally be off duty, and does not coincide with his regular shift, he shall be entitled to a minimum of four (4) hours pay at the appropriate rate of pay. Said rate of pay shall be time and one-half (1½) for any time that the employee is called back to work after eight (8) hours per day or before the start of the employee's regular work day, time and one-half (1½) when called to work on a sixth (6th) day of work in a work week and two (2) times the hourly rate of pay when called to work on a seventh (7th) day of work in a work week.

If the employee is required to work more than four (4) hours, he shall be paid for the number of hours actually worked in accordance with Article VIII of the contract.

ARTICLE XII

LONGEVITY PAYMENTS

1. Every regular employee hired prior to January 1, 1978 shall, in addition to his or her future base annual salary, shall receive longevity payments during each calendar year on a pro rata basis with each salary check to be computed on the base salary as follows:

After 5 years of service	(2%) percent
After 10 years of service	(3%) percent
After 15 years of service	(4%) percent
After 20 years of service	(5%) percent
After 25 years of service	(6%) percent
After 30 years of service	(7%) percent
After 35 years of service	(10%) percent

2. There shall be no longevity service created for the period an employee is on leave of absence without pay or any interruption of service.

3. Any interruption of service due to a cause beyond the control of any 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 North Jersey.

4. Longevity payments shall be considered as part of the employee's salary for pension purpose.

5. Longevity payments shall commence and accrue and be computed on 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.

6. North Jersey shall keep a separate and distinct record of the base annual salary apart from the records of longevity payments being paid to each qualifying employee.

7. All longevity payments shall be paid as part of the employee's bi-weekly pay, or other periods of pay adopted by North Jersey, and not in one lump sum.

8. Any additional compensation from North Jersey of any nature, including but not limited to authorized overtime, shift differential, if any, or payment for assigned additional duties, shall not be included as base annual salary for the purpose of computing longevity payments.

9. It is specifically understood that all employees who were actually in the employ of North Jersey as of December 31st, 1977 shall receive longevity in accordance with the preceding schedule. All employees who enter the employ of North Jersey on January 1st, 1978 and thereafter shall not be entitled to receive any longevity payments during the term of their employment. It is the specific purpose of this clause to eliminate longevity for all new employees hired on or after January 1, 1978 and to retain the benefit of longevity in accordance with the above schedule for all employees in the employ of North Jersey as of December 31, 1977.

ARTICLE XIII

TIME OFF - TARDINESS

a. No employee shall take time off without prior approval of North Jersey. Deductions shall be made for any employee taking time off for personal reasons except when such time is taken for an emergency visit to a doctor or visits to a doctor's office required for treatment of an ailment or injury, in which event such time off shall be charged against such employee's sick leave. No deduction for time off shall be made for visits to a doctor or confinement to a hospital or recuperation period authorized by North Jersey 's doctor because of injuries sustained in the performance of his work, provided, however, nothing in this Article XIII shall be deemed to entitle any employee who shall become disabled by reason of injury sustained or arising from employment with North Jersey to any compensation or benefit other than Workers' Compensation benefits available under North Jersey's Workers Compensation Insurance maintained as required by law.

b. All employees shall be available to commence work at the time of commencement of their designated shifts or work days as specified by North Jersey. North Jersey shall be entitled to deduct from the salary of any tardy employee one tenth of one hour's pay for each six minutes or portion thereof such employee is late for work. Notwithstanding the foregoing, if an employee's tardiness is justifiable in view of inclement weather or traveling conditions, as determined by North Jersey, such employee shall be entitled to work a complete shift or work day by working additional time equal to his period of tardiness without any reduction in salary.

ARTICLE XIV

SICK LEAVE

Effective January 1, 1990 North Jersey shall adopt the New Jersey state employees sick leave schedule of $1\frac{1}{4}$ earned sick days per month up to 15 earned sick days in a calendar year. Credits for sick leave shall be cumulative.

North Jersey may engage its physician to determine whether the employee is actually ill. A doctor's certificate shall be required from employees who are absent for three (3) days or more because of illness. However, North Jersey may require a doctor's certificate from an employee who claims sick leave time off when said employee established a pattern of absenteeism, such as, but not limited to, using sick leave prior to or after his normal work week or Saturday or Sunday and/or holidays and/or vacation.

All sick leave, properly taken, shall be charged against the employee's sick-leave credit. Upon exhausting the sick-leave credit, the employee shall not be paid until such time as he returns to work.

Any employee disabled through injury as a result of, or arising from his or her respective employment, shall be compensated exclusively in accordance with Worker's Compensation statutes.

An employee may apply for sick leave because of sickness of a spouse, child, parent, grandparent, parent-in-law, or grandparent-in-law living in the same household as the employee. The employee may be required to supply medical information upon request of North Jersey with respect to this request. North Jersey shall establish and maintain records of sick leave credits to which each employee is entitled.

Absence because of illness shall be charged against accumulated sick day credits.

All employees who will not be available for work, for whatever reason, other than an emergency, shall call in a least one hour prior to the start of the working day to notify the supervisor in charge. Shift employees shall call their supervisor four hours prior to the start of the shift.

ARTICLE XV

JURY DUTY

Every employee covered by this agreement who is ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay and his jury duty pay, up to a maximum of two (2) weeks. In the event such employee is required to participate on jury duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate judge a letter to that effect. In the case of shift workers an endeavor will be made to reschedule for a Monday-Friday shift.

ARTICLE XVI

UNION DUES DEDUCTION

North Jersey shall be authorized to make union dues deductions from wages provided the employee designates the commencement date, the amount of the deductions and the union to which the deduction shall be paid.

ARTICLE XVII

EMPLOYEE'S BENEFITS

A. GENERAL

The present North Jersey policy and practices pertaining to

life insurance, accidental death and dismemberment benefits, hospitalization, added medical insurance, medical surgical, major medical insurance and sick leave shall be continued by North Jersey for the duration of this agreement. The selection of the insurance underwriters is reserved to North Jersey provided equal or better coverage is provided. North Jersey shall undertake to provide all employees with information regarding their benefits provided for hereunder, including the procedures employees must utilize to avail themselves of such benefits.

B. PRESCRIPTION PLAN

The Commission shall obligate itself to contribute \$30.00 per employee per month in the year 1992 - \$32.00 per employee per month in the year 1993 - and \$35.00 per employee per month in the year 1994.

C. OPTICAL INSURANCE

The Commission shall provide an optical insurance plan, to which its maximum liability or direct payment liability shall be \$25.00 per employee per year.

If the total premium or payment, covering an employee and such employee's immediate family dependents, exceeds \$25.00 such excess shall be collected through monthly payroll deductions from those employees who sign up for the plan or by direct payments from such employees. The Union and North Jersey will select the plan to be instituted.

D. ACCUMULATED UNUSED SICK LEAVE

Upon retirement of an employee, North Jersey shall pay that employee one (1) days pay for every two (2) days unused sick leave accumulated during the employee's employment, provided, however, the maximum pay off shall be \$15,000 as outlined in the New Jersey State (retirement) Sick Time Compensation Plan.

E. DENTAL PLAN

North Jersey will continue to pay for the cost of an organized and approved dental plan on behalf of each union employee and his or her family. Said plan shall be approved and mutually agreeable to both North Jersey and the Union. In the event that said plan must be approved by the Department of Health of the State of New Jersey and any other governmental agency, North Jersey and the Union will jointly seek said approval.

F. RETIREMENT BENEFITS

All employees who retire after January 1, 1980 with at least twenty-five (25) years of service with North Jersey shall continue to receive the health benefits indicated in paragraphs B,C and E of this article for the life of said employee to the extent permitted by law. All employees with at least twenty-five (25) years of credited service in an eligible State of New Jersey Retirement System shall be eligible to continue to receive the health benefits indicated in paragraph A of this article.

G. DISABILITY PROGRAM

Effective January 1, 1984, employees shall be enrolled in the New Jersey State Disability Program. In accordance with the statute, the payroll deduction should be in accordance with the requirements of law (N.J.S.A. 43:21-7 (d)).

ARTICLE XVIII

RIGHTS AND MANAGEMENT

It is agreed that North Jersey retains the exclusive right to direct its employees in the performance of their duties except as such right is affected or modified by the terms of this agreement. This right shall include but not be limited to the right to:

- (a) Direct;
- (b) Hire, promote and assign; and
- (c) Suspend, demote, discharge or take disciplinary action, for just cause, with reference to its employees.

The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of North Jersey as the employer, except as such right may be modified or affected by the terms of this agreement.

ARTICLE XIX

STRIKES & LOCKOUTS

It is agreed that the Union, its representatives and employees or either of them shall not call or engage in a strike or threat thereof for any cause whatsoever, nor shall the Union, its representatives or any of the employees cause or participate in any picketing or inducement of others to picket; cessation of work, slowdown, stoppage, job action, or interference of any kind with North Jersey's operations. North Jersey hereby agrees not to institute a lock out. The parties agree to this because of the inherent and essential public and governmental nature of its operations as it affects the general public and the law of this State.

ARTICLE XX

GRIEVANCE PROCEDURE

1. A grievance within the meaning of this agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto, relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation of the application of any provisions of this agreement either herein specified or incorporated by reference.

2. Any aggrieved employee shall present his grievance in writing to his or her supervisor in accordance with Step I (as set forth below) within five (5) working days of its occurrence or such grievance shall be deemed to have been waived by the employee and the Union.

3. In the event of such grievance, the following steps hereinafter set forth shall be followed:

STEP I Written grievance shall be made by the employee to his immediate supervisor within five (5) scheduled working days of its occurrence. Upon the making of such grievance, the employee and his or her supervisor shall promptly confer in an attempt to resolve the grievance. If the grievance is not settled during this conference, then said grievance shall be served upon the Executive Director of North Jersey in accordance with Step II herein or any such other person who may be designated by North Jersey.

The supervisor shall render a written determination not later than five (5) scheduled working days after the aforesaid conference. Copies of such determination shall be filed with the Secretary of North Jersey and supplied to the Union official and the Union representative.

STEP II In the event the employee's grievance under Step I is not satisfactorily settled, then the grievance shall be the subject of a conference among a Union official, the employee, the Union representative and the Executive Director.

STEP III In the event the Union representative is dissatisfied with the resolution of the grievance by the Executive Director, then the grievance shall be the subject of a conference among a Union official, the Union

representative and the Commissioners of North Jersey, which conference shall be held on the day of the next scheduled meeting of North Jersey, provided there is at least ten (10) days between the determination referred to in Step II and said meeting.

STEP IV In the event the grievance is not satisfactorily resolved by the foregoing grievance procedure, then the Union may, if it desires, require arbitration by the Public Employment Relations Commission in accordance with its rules and procedures. North Jersey and the Union shall request and obtain arbitration through P.E.R.C. for any matter which cannot be mutually agreed to by the Union and North Jersey during the period of this agreement. The decision of the arbitrator or arbitrators of P.E.R.C. shall be final and binding upon all parties. In the event of arbitration, the costs, fees and expenses of such arbitration proceedings shall be shared equally by North Jersey and the Union. The parties further agree that any arbitrator or arbitrators appointed pursuant to this agreement, may not change, modify or substitute, add to or subtract from the provisions of this agreement. Arbitration shall not apply in any event to the renewal of this agreement or the terms of any such renewal agreement unless mutually agreed to by North Jersey and the Union.

In the event an employee shall be awarded retroactive pay as a result of arbitration, it is agreed that the wages or salary that such employees may have earned elsewhere during the period covered by the award, shall be deducted from such award.

An authorized Union representative and/or Union official shall have reasonable opportunity to confer with any employee having a grievance during working hours with regard to any matter arising from the employer/employee relationship, but such opportunity to confer shall

not substantially interfere with the employee's duties and only after such representative shall have given timely notice and secured permission from the employee's supervisor before the employee is absent from his work assignment.

ARTICLE XXI
DISCRIMINATION

It is agreed that the parties hereto shall not discriminate against any employee because of race, color, creed, religion, nationality or sex and further that no employee shall be discriminated against or interfered with because of proper Union activities.

All employees shall be entitled to fair and equitable treatment by North Jersey District Water Supply Commission and Union with regard to terms and conditions of employment that affect them.

Employee complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action if required shall be initiated at the earliest practicable time to bring such conditions within safety guidelines.

No employee covered by this agreement shall be required to enter into any agreement or understanding inconsistent or conflicting with the terms and conditions of this agreement.

ARTICLE XXII
WAGE PROVISION

All employees covered by this agreement shall receive a five and one-half (5½%) percent increase in their respective base annual salary rates over the base annual salary rates applicable for 1991. The 1992 salary increase shall be retroactive to January 1, 1992.

Effective January 1, 1993, all employees covered by this agreement shall receive a five (5%) percent increase in the base annual salary rates applicable for 1992.

Effective January 1, 1994, all employees covered by this agreement shall receive a four (4%) percent increase in the base annual salary rates applicable for 1993.

a. Effective January 1, 1990, shift employees who shall work on the shift commencing either at 11:00 P.M. to 7:00 A.M. or at midnight to 8:00 A.M. shift shall be entitled to receive an incremental shift differential of 4% of their base annual salary rate and overtime pay, wherever applicable.

b. Effective January 1, 1990, shift employees who shall work on a shift commencing either at 4:00 P.M. to 12:00 A.M. or 3:00 P.M. to 11:00 P.M. shall be entitled to a shift differential of 3% of their base annual salary rate and overtime pay wherever applicable.

ARTICLE XXIII

RETROACTIVE FEATURES

All provisions of this agreement shall be effective as of January 1, 1992. Nothing in this contract shall invalidate any resolution or motion of the Commission referred to in the prior contract, which terminated December 31, 1991.

ARTICLE XXIV

JOB CLASSIFICATION AND DESCRIPTION

During the term of this contract, the Commission will reduce in writing job classification and description for each employee.

ARTICLE XXV

DURATION

It is specifically agreed and understood that all of the rights and duties of the respective parties to the agreement are set forth in the written 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 signed and negotiated this agreement. Any modification to the within agreement shall be made in writing duly executed by both parties.

ARTICLE XXVI

TERMS OF AGREEMENT

A. This agreement shall be in full force and effect from January 1, 1992 through and including the 31st day of December, 1994. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than 60 days prior to such expiration date.

B. This agreement shall remain in full force and effect during collective negotiations between the parties extending beyond the date of expiration set forth herein above.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized officers or agents effective the 1st day of January, 1992.

(s) Robert C. Rubino
Robert Rubino, Chairman

(s) Arnold Ross
Arnold Ross, President

(s) Michael Restaino
Michael Restaino
Executive Director

(s) Andrew D. Trause
Andrew D. Trause
Secretary-Treasurer

(s) Patrick Nardolilli
Patrick Nardolilli
Representative