

Contract 1730

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A G R E E M E N T

Between

THE NORTHEAST MONMOUTH COUNTY
REGIONAL SEWERAGE AUTHORITY

and

THE INTERNATIONAL UNION OF
ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO
LOCAL 417

April 1, 1989 through March 31, 1992

MURRAY & MURRAY, ESQS.
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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	AGREEMENT	1
II	UNION SECURITY	2
III	DUES CHECKOFF	3
IV	UNION REPRESENTATION	4
V	PLANT VISITATION	5
VI	HOURS OF WORK	6
VII	OVERTIME	8
VIII	REPORT TIME	10
IX	SENIORITY	11
X	GRIEVANCE PROCEDURE AND ARBITRATION	12
XI	PROBATIONARY EMPLOYEES	15
XII	PROMOTIONS AND UPGRADES	16
XIII	VACATIONS	18
XIV	HOLIDAYS	20
XV	SICK AND PERSONAL LEAVE DAYS	21
XVI	HEALTH	22
XVII	MERIT SALARY GUIDE FOR PLANT EMPLOYEES	24
XVIII	DISCIPLINE AND DISCHARGE	26
XIX	BULLETIN BOARD	27
XX	WASH-UP TIME	28
XXI	JURY DUTY PAY	29
XXII	BEREAVEMENT PAY	30
XXIII	SAFETY	31
XXIV	EDUCATION	32

XXV	SUPERVISORY WORK	33
XXVI	NO STRIKE - NO LOCKOUT	34
XXVII	MANAGEMENT RESPONSIBILITY	35
XXVIII	EMBODIMENT OF AGREEMENT	36
XXIX	WORKERS' COMPENSATION PROGRAM	37
XXX	DURATION	38

ARTICLE I

AGREEMENT

This Agreement, made and entered into this 1st day of April, 1989 to March 31, 1992, between the Northeast Monmouth County Regional Sewerage Authority, whose offices and main treatment plant are located at One Highland Avenue in the Borough of Monmouth Beach, New Jersey, hereinafter referred to as Authority or Employer, and the International Union of Electrical, Radio and Machine Workers, AFL-CIO, hereinafter called the Union, by, for and in conjunction with the IUE-AFL-CIO, Local 417.

ARTICLE II

UNION SECURITY

A. The Authority, for each of its employees in the bargaining unit who individually, in writing, authorizes the Authority to do so, will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for such employee's membership in the Union.

B. Subject to applicable law, any such authorization shall be revocable by the individual employee by individual notice in writing mailed by registered letter to the Authority and the Union postmarked not earlier than five (5) days prior to anniversary date of the signing of the authorization or five (5) days prior to the termination date of this Agreement, whichever is sooner.

C. Individual authorizations executed after the effective date of this Agreement shall be signed cards in the form set forth below, executed by the employee and transmitted to the Authority.

D. All present employees included in the bargaining unit who are not dues paying members of the International Union of Electrical, Radio & Machine Workers, Local. No. 417, IUE-AFL-CIO, shall be assessed eighty-five percent (85%) of the monthly dues deduction paid by Union members in accordance with the laws of the State of New Jersey, provided they have completed their initial probationary period.

ARTICLE III

DUES CHECKOFF

A. The Union will furnish the Authority a written statement of the dues and initiation fees to be deducted.

B. The Authority agrees that it will deduct the Union dues from the pay of each employee who has furnished the Authority with written authorization to do so, and transmit the same with a list of such employees to the Secretary-Treasurer of Local 417 within two (2) weeks after such deductions are made.

C. The Union agrees to furnish written authorization, in accordance with the statute (R.S. 52:14-15.9e) from each employee authorizing these deductions.

D. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Authority or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the Union's last known address, the Authority and its officers and employees shall be released from all liability to the employee-assignors and the the Union under such assignments.

ARTICLE IV

UNION REPRESENTATION

A. The Authority shall not deny the Union the right to have on (1) employee leave his job to attend out of plant Union meetings or conventions without compensation.

B. Upon notification to their supervisors, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable and devoted solely to the proper handling of legitimate Union business.

ARTICLE V

PLANT VISITATION

A duly authorized representative of the Union, designated in writing, after notice to the Executive Director or Supervisor in charge, during reasonable business hours, shall be admitted to the premises for the purpose of ascertaining whether or not this Agreement is being enforced, assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his visit. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE VI

HOURS OF WORK

A. The Authority agrees that forty (40) hours per week, eight (8) hours per day, five (5) days per week shall constitute a regular week's work here and after called work week and shall be paid for at the regular straight time rates of pay hereinafter provided.

B. The Union will be given one (1) week's notice of any change in the schedule of working hours within one (1) hour of the present schedule. Any other change exceeding one (1) hour shall be by mutual agreement of both parties.

C. Overtime will be computed as follows:

1. One and one-half ($1\frac{1}{2}$) times will be paid for all hours worked in excess of eight (8) hours in any one day.

2. One and one-half ($1\frac{1}{2}$) times will be paid for all hours worked on the sixth (6th) consecutive day of work.

3. Double time will be paid for all hours worked in excess of twelve (12) hours in any one day.

4. One and one-half ($1\frac{1}{2}$) will be paid for all hours worked on holidays as specified in this Agreement.

5. Double time will be paid for all hours worked on the seventh (7th) consecutive day.

6. The calculation of days for premium payment purposes shall define the week in accordance with the pay period.

D. Shifts for inside group shall be assigned for one (1) year on the basis of seniority in classification. Days off will be rotated every three (3) months or six (6) months for inside group.

E. The first six (6) months' work schedule for the following year shall be posted by December 15th. The second six (6) months' work schedule shall be posted by April 15th.

F. Weekend day shift schedule shall be changed to 8:00 a.m. to 4:00 p.m. with no loss of pay provided the respective operators on each shift shall actually and physically communicate with each other at the time of the shift change, and provided further that each operator shall sign-off at that time.

ARTICLE VII

OVERTIME

A. The Authority's need for and right to require a reasonable amount of overtime are recognized. Except in an emergency situation at least four (4) working hours notice of overtime shall be given. When practicable, overtime will be requested on a voluntary basis according to seniority, however in case of emergency, the Authority has the right to assign such overtime. It is understood and agreed that an employee may refuse an assignment on occasion for good and sufficient reason. Any employee who refuses to work overtime when requested to do so shall be considered for purposes of equalization as having worked the scheduled overtime period despite the fact that no payments of any kind shall be made for overtime not actually worked. If employee fails to report when he has agreed to work overtime, he shall be passed over for the next overtime assignment.

B. Overtime shall be equally distributed as near as possible among the employees. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.

C. Only for the purpose of equalization of overtime, the road crew and the plant crew shall be considered as separate units. Provided further, the I.P.P. program shall be considered as a separate program, same as road crew provision.

D. Employees to be paid \$3.50 for meal when they have worked three and a half (3½) hours overtime. Overtime and Holiday work

assignments are to be offered to full time union employees before offered to part time or summer employees.

ARTICLE VIII

REPORT TIME

A. Whenever an employee reports for work for his regularly scheduled shift he shall receive a minimum of four (4) hours work or pay at his regular rate, provided the employee accepts any job within his classification to which he may be assigned.

B. Whenever an employee is called into work after he has left from his regularly scheduled day's work, he shall receive a minimum of two (2) hours pay at time and one half, provided that the employee accepts any job in his classification.

C. The Authority shall not be liable to provide four (4) hours work or pay to the employee as aforesaid if there is no work or work stops because of an Act of God, power failure or other event which is beyond the Authority's control, provided the Authority has made a reasonable attempt to notify the employees not to report. Failure of an employee to report for work on account of a work stoppage or strike shall be considered a cause over which the Authority has no control and thereby the above guarantees will not be implemented.

ARTICLE IX

SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Authority, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leaves of absence or absence for a bona fide illness or injury certified by a physician not in excess of two (2) years. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge for just cause.
2. Resignation.
3. Failure to return promptly upon expiration of authorized personal leave.
4. Absence for three (3) consecutive working days without leave or notice.
5. Engaging in any other employment during a period of leave.
6. Absence for illness or injury for more than two (2) continuous years or any extension thereof agreed to by the Authority.
7. Layoff for longer than twelve (12) consecutive months.

ARTICLE X

GRIEVANCE PROCEDURE AND ARBITRATION

A. In the event that any difference arises between the Authority and the Union, or between the Authority and any of its employees affected by this Agreement and concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance.

B. The procedure for the settlement of grievances shall be as follows:

STEP I:

The employee or the employee and the Union's grievance representative shall present the grievance orally to the employee's immediate supervisor within ten (10) calendar days after the employee becomes aware of the grievance, but in no event later than three (3) calendar months after its alleged occurrence. The immediate supervisor shall meet with the parties involved to make every reasonable effort towards a proper disposition and settlement of the grievance. If no satisfactory settlement is reached within two (2) working days from the time the grievance was discussed with the supervisor, then the grievance shall be reduced to writing by the Union on a grievance form supplied by the Authority and presented to the supervisor who will return his written answer to the Union within three (3) working days.

STEP II:

In the event the grievance is not resolved under Step I hereof, the Union's grievance representative (who shall be the President of the local Union) shall present the written grievance as completed under Step I to the Executive Director of the Authority and arrange for a meeting for the purpose of reviewing the grievance. Should no mutually satisfactory settlement be reached within five (5) working days of the receipt of the written grievance, either party may refer the grievance to arbitration under Step III.

STEP III:

In the event the grievance has not been satisfactorily resolved in Step II hereof, the Union or the Authority may, within five (5) calendar days following the expiration of the five day period under Step II, resort to arbitration when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement.

1. A request for arbitration shall be initiated by the Union or the Authority by serving upon the other a notice in writing of its intent to proceed to arbitration.
2. Said notice shall identify the provisions of the Agreement involved, the employee involved and a statement of the grievance or grievances which were made the subject of the previous steps.
3. Upon receipt of a notice requesting arbitration, the party requesting arbitration shall make application to the Public Employment Relations Commission (PERC) and request that

PERC submit a list of possible arbitrators from which they may select an arbitrator.

4. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from nor modify the provisions of this Agreement, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this Agreement.

5. A decision of the arbitrator shall be binding on both parties.

6. All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expense pertaining to their respective witnesses from outside of the bargaining unit.

7. The arbitrator shall hold the hearing at a time and place convenient to the parties.

8. In cases involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.

C. All of the time limits contained in this Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance shall constitute an abandonment of a grievance and settlement thereof.

ARTICLE XI

PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first sixty (60) calendar days, during which time the Authority can reprimand or discharge without being challenged by the Union. There shall be no responsibility for reemployment of probationary employees if they are discharged or laid off during this probationary period. After sixty (60) calendar days, the said new employees will be placed on the seniority list from the first day starting work.

ARTICLE XII

PROMOTIONS AND UPGRADES

A. The Authority and the Union agree that promotions and upgradings shall be made from among the then current employees.

B. If a newly created job or open job exists which represents a promotion or upgrading for employees within the bargaining unit, such job will be posted on the bulletin board for three (3) working days. Such posting is to set forth Job Classification and description and rate of pay (minimum and maximum). At the end of the posting period, if no employees have bid for the job, the Authority has the right to go outside. Employees wishing to bid for said posted jobs shall sign their names to such posting.

C. After the above-prescribed period, the Authority shall make every reasonable effort to award the posted job to the most senior employee who signed the posting and who is capable of doing the job. Whenever a vacancy occurs in the unit, present employees may request a transfer to said opening prior to the hiring of any new employee for said position. A transferred employee shall have a trial period of up to thirty (30) days and, if he shall fail to qualify, he shall return to his former position. This is to be determined by the Authority. Such awards are subject to the grievance procedure of this Agreement.

D. While an employee is on layoff, no new employee will be hired in his or a lower classification.

E. Jobs shall be posted and awarded on the basis of seniority in each classification.

F. The Authority and the Union agree that employees shall not be granted downgrade rights.

ARTICLE XIII

VACATIONS

Employees who are in the Authority's active employ as of June 30 of any year will receive vacation pay during the said vacation period as follows:

A. Employees who have been in the continuous employ of the Authority for six (6) full months shall receive one (1) week's vacation, forty (40) hours at their base rate of pay as of June 30.

A newly hired employee who commences employment prior to the fifteenth (15th) of a given month shall receive credit for the full month; a newly hired employee who commences employment on the fifteenth (15th) of a given month or later shall receive no credit for that month.

B. For each additional full month of employ, up to one (1) year, the employee shall receive one additional day of vacation until two (2) weeks (80 hours) are reached.

C. For each additional year employed, the employee shall receive one (1) additional day of vacation until three (3) weeks (120 hours) are reached.

D. The Authority will grant four (4) weeks vacation to employees completing eleven (11) years of service.

E. Should any of the recognized paid holidays fall within an employee's vacation period, the employee's vacation shall be extended for one (1) day or the employee may elect to receive holiday pay in lieu of the extended vacation.

F. Vacations are not cumulative from one (1) year to the next.

G. Vacation dates shall be posted by December 15th for the first six (6) months of the following year; the second six (6) months shall be posted by April 15th of each year. In case of conflict, the employee with the greater seniority shall have first preference.

H. When an employee is laid off, quits or is terminated, he shall be paid proportionately for earned vacation time.

ARTICLE XIV

HOLIDAYS

A. A regular, full-time employee, when not required to work by reason of his scheduled day off, shall nevertheless receive straight-time wages based upon his regular rate of pay, for each of the following holidays that occur on his day off, provided that he shall have served his probationary period and is on the job and available for work the last scheduled work day before and the first scheduled work day after the holiday, even though in a different work week, unless excused by the employer or is absent because of illness. The Authority may request a doctor's certificate as proof of illness.

B. Holidays under the scope of this Agreement shall be:

One-half day on the day prior to New Year's Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
One Half Day on the day prior to Christmas
Christmas Day

C. Holidays that fall on Saturday will be celebrated on Friday. Holidays that fall on Sunday will be celebrated on Monday. This affects only those employees working Monday through Friday.

ARTICLE XV

SICK AND PERSONAL LEAVE DAYS

A. An employee will be granted fifteen (15) days of sick leave per contract year.

B. Effective April 1, 1988, unused sick days can be accumulated from one year to the next for a total of one hundred (100) days.

C. In cases where the Authority suspects abuse of sick leave, it may request the employee's reason for use of the sick day. The Authority shall retain the right to request a doctor's certificate of illness in the event an employee utilizes three (3) or more consecutive sick days.

D. A form of Temporary Disability Benefits shall be furnished after seven (7) continuous days of illness. Disability benefits paid in lieu of wage payments shall be at the rate provided for by the State of New Jersey.

E. Upon death or retirement, the Authority will grant one-half (1/2) day's pay for each accumulated unused sick day up to the maximum figures set forth above. In the event of death, the benefits under this clause shall be paid to the employee's beneficiary.

F. Full time, permanent employees are entitled to two (2) personal days per year. Except in cases of emergency, the employee shall provide twenty-four (24) hours notice before using a personal day. Personal days are not cumulative from one year to the next. No personal days shall be granted the day before or the day after a vacation or holiday.

ARTICLE XVI

HEALTH

A. The Authority shall provide a dental plan covering employees and dependents. New Jersey Dental Services will provide the services for this plan.

B. The Authority will continue in effect the prescription drug plan.

C. The Authority and the Union agree that a Well Baby Rider is provided with the current health insurance.

D. Health care upon retirement shall be effective October 1, 1989. To be eligible, an employee shall have twenty-five (25) years of service with the employer and meet the minimum age of sixty (60) years old, provided that any employee in the service of the employer on May 12, 1989 who when reaching the age of sixty-five (65) cannot have twenty-five (25) years of service shall be deemed to have twenty-five (25) years of service for the purpose of this requirement and therefore qualify for this benefit if said employee works to age sixty-five (65) and retires then. Provided further, if an employee after retirement either is employed elsewhere and has or could have insurance or the retired employee becomes self-employed then the insurance on retirement shall be terminated and not be re-issued. Self-employed shall mean earning \$10,000 per year or more, which amount shall increase in proportion to contract increases.

E. Employees retired by October 1, 1989 shall be grandfathered and receive the benefit of insurance on the basis such employee receives such benefit.

1989 SALARY GUIDE

April 1, 1989

ARTICLE 17

NORTHEAST MONMOUTH COUNTY REGIONAL SEWERAGE AUTHORITY
MERIT SALARY GUIDE FOR PLANT EMPLOYEES

<u>Job Title</u>	<u>Min. Hr. Rate</u>	<u>6-Month</u>	<u>1 Year</u>	<u>18-Month</u>	<u>2 Year Max.</u>	<u>Min. Yrly.</u>	<u>Max. Yrly.</u>
Mechanic	13.52	13.75	13.98	14.21	14.45	28,121.60	30,056.00
Asst. Mechanic	12.71	12.94	13.17	13.40	13.64	26,436.80	28,371.20
Operator	12.42	12.61	12.80	12.99	13.19	25,833.60	27,435.20
Utilityman	11.75	11.94	12.13	12.32	12.52	24,440.00	26,041.60
D.W.Operator	12.41	12.60	12.79	12.98	13.17	25,812.80	27,393.60
Sr. Plant Operator	13.66	13.82	13.98	14.14	14.31	28,412.80	29,764.80
Sr. Collect. Operator	13.66	13.82	13.98	14.14	14.31	28,412.80	29,764.80

ARTICLE 17

NORTHEAST MONMOUTH COUNTY REGIONAL SEWERAGE AUTHORITY
MERIT SALARY GUIDE FOR PLANT EMPLOYEES

<u>Job Table</u>	<u>Min. Hr. Rate</u>	<u>6-Month</u>	<u>1 Year</u>	<u>18-Month</u>	<u>2 Year Max.</u>	<u>Min. Yrly.</u>	<u>Max. Yrly.</u>
Mechanic	14.07	14.33	14.59	14.85	15.10	29,265.60	31,408.00
Asst. Mechanic	13.17	13.43	13.69	13.95	14.20	27,393.60	29,536.00
Operator	13.03	13.25	13.47	13.69	13.90	27,102.40	28,912.00
Utilityman	12.12	12.34	12.56	12.78	12.99	25,209.60	27,019.20
D.W.Operator	13.02	13.24	13.46	13.68	13.88	27,081.60	28,870.40
Sr. Plant Operator	14.23	14.42	14.60	14.79	14.98	29,598.40	31,158.40
Sr. Collect. Operator	14.23	14.42	14.60	14.79	14.98	29,598.40	31,158.40

NOTE: Payment of 73¢ (utilityman) and 75¢ (operator), night differential will be made to all employees on the second shift, and 99¢ (utilityman) and \$1.02 (operator) to all employees on the third shift, on hours actually worked.

Emergency Call-In pay - Time and one-half paid for all hours worked with a minimum guarantee of two (2) hours pay at time and one-half.

Wage rates shall be increased as follows: Effective April 1, 1991 - six percent (6%)

The Authority, in its discretion, may accelerate the steps in the above merit salary guide in adjusting employees' salary rate.

Licensing: The Authority shall pay a maximum of 70¢ per hour as follows:

- All Plant Operators with NJS-1 .35/hr.
- All Plant Operators with NJS-2 .70/hr.
- Maximum .70/hr.
- All Collection System Operators with NJC-1 .35/hr.
- All Collection System Operators with NJC-2 .70/hr.
- Maximum .70/hr.

1991 SALARY GUIDE

April 1, 1991

ARTICLE 17

NORTHEAST MONMOUTH COUNTY REGIONAL SEWERAGE AUTHORITY
MERIT SALARY GUIDE FOR PLANT EMPLOYEES

<u>Job Table</u>	<u>Min. Hr. Rate</u>	<u>6-Month</u>	<u>1 Year</u>	<u>18-Month</u>	<u>2 Year Max.</u>	<u>Min. Yrly.</u>	<u>Max. Yrly.</u>
Mechanic	14.91	15.19	15.47	15.75	16.01	31,012.80	33,300.80
Asst. Mechanic	13.96	14.23	14.50	14.77	15.05	29,036.80	31,304.00
Operator	13.81	14.04	14.27	14.50	14.73	28,724.80	30,638.40
Utilityman	12.85	13.08	13.31	13.54	13.77	26,728.00	28,641.60
D.W.Operator	13.80	14.03	14.26	14.49	14.71	28,704.00	30,596.80
Sr. Plant Operator	15.08	15.28	15.48	15.68	15.88	31,366.40	33,030.40
Sr. Collect. Operator	15.08	15.28	15.48	15.68	15.88	31,366.40	33,030.40

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

A. It is agreed that nothing herein shall in any way prohibit the Authority from discharging or otherwise disciplining any Authority employee, regardless of seniority, for just cause. In all cases of discharge or discipline, an employee has the right to have a Union representative present. Written notice of discharge or discipline shall be serviced upon the Union and the employee involved.

B. In the event that a discharged employee feels that he has been discharged or disciplined unjustly, said employee or the Union, with permission of the employee, shall have the right to file a grievance, which must be in writing, with the Employer within three (3) work days from the time of discharge or discipline. Said grievance shall be initiated at the second step of the grievance procedure and arbitration as herein provided. If no grievance is filed within the time period specified, then said discharge or discipline shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

ARTICLE XIX

BULLETIN BOARD

The Union shall have the use of a bulletin board on the Authority's premises for posting of notices relating to Union meetings, official business and social functions only. No notice shall be posted until it has been submitted to and approved by the Executive Director of the Authority. Such approval shall not be unreasonably withheld.

ARTICLE XX

WASH-UP TIME

Employees will be allowed ten (10) minutes to wash-up before lunch and ten (10) minutes for showers at the end of their regular shift.

ARTICLE XXI

JURY DUTY PAY

Each employee who has served his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the Authority an amount equal to the difference between the regular straight time earnings the employee otherwise would have earned by working during straight time hours for the Authority on that day and the daily jury duty fee paid by the Court for each day on which he reports for or performs jury duty or when summoned for appearance for examination as to competency and qualifications to serve as a trial juror, and on which he otherwise would have been scheduled to work for the Authority. It is agreed, however, that this section shall not apply if an employee serves on a jury while he is already on layoff, leave of absence or vacation or for more than one period of jury service in any calendar year when he is not required by law to do so.

ARTICLE XXII

BEREAVEMENT PAY

A. A regular, full-time employee shall be excused from work by his supervisor because of death in his immediate family, as defined below, and shall be paid his regular rate of pay for the scheduled working hours missed but not exceeding three (3) eight (8) hour days.

B. Immediate family is defined to mean parents, children, spouse, grandparents, brother or sister, mother-in-law and father-in-law only. Proof of death satisfactory to the Authority shall be furnished to it upon request.

ARTICLE XXIII

SAFETY

A. The Authority shall pay for one (1) pair of safety shoes per employee per year. The Authority shall select the supplier of the safety shoes.

B. Two (2) men shall work each shift together, except where it is not dangerous for a man to work alone.

ARTICLE XXIV

EDUCATION

Employees may take appropriate courses and attend the vocational school at Woodbridge. The Authority shall reimburse the employees for the cost of the courses upon proof of the successful completion of such courses.

ARTICLE XXV
SUPERVISORY WORK

Supervisors shall not perform any work in excess of one (1) hour per day normally performed by non-supervisory employees, except in cases of emergency and for purposes of training.

ARTICLE XXVI

NO STRIKE - NO LOCKOUT

A. It is recognized that the need for continued and uninterrupted operation of the Authority's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement that there will not be, and that the Union, its officers, members, agents or principals, will not engage in, encourage, sanction or suggest, strikes, slow-downs, job actions, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

C. The Authority shall have the right to discipline or discharge any employee encouraging or causing a strike, slow-down or other such interference.

ARTICLE XXVII

MANAGEMENT RESPONSIBILITY

It is recognized that the management of all operations, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the Authority. Accordingly, the Authority retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities and stations, determine the work to be performed within the Union, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent or contrary to this Agreement.

ARTICLE XXVIII

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective negotiations. Any prior commitment or agreement between the Authority and the Union or any individual employee covered by this Agreement is hereby superceded.

ARTICLE XXIX

WORKERS' COMPENSATION PROGRAM

The Authority shall continue payment, pursuant with the current practice for a period of ten (10) weeks; this payment shall terminate after ten (10) weeks.

ARTICLE XXX

DURATION

This Agreement shall become effective as of April 1, 1989 and shall remain in effect as otherwise provided herein, up to and including March 31, 1992, and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend the Agreement is given by either party to the other at least sixty (60) days prior to its expiration or any annual renewal thereof.

IN WITNESS WHEREOF, the parties hereunto have set their hands and affixed their seals the day and year first above written.

ATTEST:

Marguerite

ATTEST:

NORTHEAST MONMOUTH COUNTY
REGIONAL SEWERAGE AUTHORITY

Michael J. Lopez

Roll M. Gallo

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO

Lynne J. Lewis

George E. Thomas

Jerry Beal

Richard Day

MEMORANDUM OF AGREEMENT

DATED: JULY 06, 1989

1. Except as otherwise provided in this Memorandum, all terms of the last Agreement shall continue.
2. Terms: Three Years; April 1, 1989 through March 31, 1992
3. Wage increases as follows:

	<u>April 1, 1989</u>		<u>April 1, 1990</u>	
	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>
Mechanic	+.65	.55	.65	.55
Assistant Mechanic	+.56	.46	.56	.46
Operator	+.71	.61	.71	.61
Utilityman	+.47	.37	.47	.37
Dewatering/Operator	+.71	.61	.71	.61
Senior Operator	+.67	.57	.67	.57
Senior Collection/Operator	+.67	.57	.67	.57

April 01, 1991

6.0% increase across the board.

Provide minimum starting rate; maximum rate and mid point rate for 1 year of service; maximum rate at 2 years of service. Employees with 6 months or more but less than full year shall move to the full 1 year or 2 year step, if 1 year then move to 2 year after 1 more year. Employees less than 6 months shall wait until reaching the 6 month mark then proceed to full year step. Said employee shall be red circled until advancement.

4. Worker's Compensation Program:

Provide employer shall continue payment for a maximum of ten (10) weeks on current practice basis; this payment shall terminate after ten (10) weeks.

5. Licensing:

The employer shall pay a maximum of .70 per hour as follows:

All Plant Operators with NJ S-1	.35/hour
All Plant Operators with NJ S-2 or above	.70/hour
Maximum	.70/hour
All Collection System Operators with NJ C-1	.35/hour
All Collection System Operators with NJ C-2 or above	.70/hour
Maximum	.70/hour

6. Provide Article VI the calculation of days for premium payment purpose shall define the week in accordance with the pay period.

7. Shift differential increase:

Second Shift +.12 to .73 and .75 respectively
Third Shift +.12 to .99 and 1.02 respectively

8. Emergency call in time and one half paid for all hours worked with a minimum guarantee of 2 hours pay at time and one half.

9. Clarify I.P.P. program to provide as a separate program, same as road crew provision.

10. Health care on retirement effective October 1, 1989.

Plan A

To be eligible an employee shall have 25 years of service with the employer and meet the minimum age of 60 years old, provided that any employee in the service of the employer on May 12, 1989 who when reaching the age of 65 cannot have 25 years of service shall be deemed to have 25 years of service for purpose of this requirement and therefore qualify for this benefit if said employee works to age 65 and retires then. Provided further, if an employee after retirement either is employed elsewhere and has or could have insurance or the retired employee becomes self employed then the insurance on retirement shall terminate and not be re-insured. Self employed shall mean earning \$10,000/yr or more, which amount shall increase in proportion to contract increases.

Employees retired by October 1, 1989 shall be grandfathered and receive the benefit of insurance on the basis such employee receives such benefit.

The respective committees shall recommend for ratification to their respective people this memorandum of Agreement.

Local 417

George E. Shomo
Timothy Burke
Richard J. Dey
Richard Fiore (In't Rep IUE)

Northeast

Michael J. Lyons
R. Michael Gambino
Robert Murray

