

Anthony's Copy

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AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 676

and

BOROUGH OF BUENA MUNICIPAL UTILITIES AUTHORITY
ATLANTIC COUNTY, NEW JERSEY

Effective Dates:

January 1, 1993 to December 31, 1995

INTRODUCTION

THIS AGREEMENT is made by and between the BOROUGH OF BUENA MUNICIPAL UTILITIES AUTHORITY, with offices located in the Borough of Buena, County of Atlantic and State of New Jersey (hereinafter referred to as the EMPLOYER) and TEAMSTERS LOCAL UNION NO. 676, affiliated with the International Brotherhood of Teamsters AFL/CIO (hereinafter referred to as UNION).

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of the classes of employees hereinafter set forth, with respect to rate of pay, wages, hours of employment, and any and all conditions of employment designated by this Agreement.

ARTICLE II

OPERATIONS COVERED

Section 1

The execution of this Agreement on the part of the Employer and Union shall cover the operation of the sewer plant, the sewer system, and the water system, as may be agreed under this Agreement, and will have application to only the work performed within the

classifications hereinafter defined and set forth in this Agreement.

Section 2

CLASSIFICATIONS COVERED

This Agreement shall cover and govern the following classifications:

- A. Plant Superintendent
- B. Assistant Plant Superintendent
- C. Working Foreman
- D. Utilities Authority Employees
- E. Secretary/Clerk
- F. Office/Clerk/Typist
- G. Lab Worker

Section 3

The classifications set forth in Section 2 shall be deemed to be the only classifications covered by the terms and conditions of this Agreement.

ARTICLE III

EMPLOYER RESPONSIBILITIES

Section 1(a)

The Employer retains the sole right to manage its operations including, but not limited to, the right to decide the location of its facilities, types of equipment, methods of operation, procedures to be used, and any design and engineering requirement of any aspect of its operations, including, but not limited to, necessary production standards.

(b) The Employer reserves the right to hire,

transfer, assign, lay-off, terminate, furlough, discharge, and promote employees.

- (c) The Employer reserves the right to determine starting and quitting times, the number of hours to be worked on a daily basis, scheduling of the work week and the length of the work week of its employees in all classifications.
- (d) The Employer reserves the right to maintain order and efficiency in its operations, including the right to discipline and discharge employees for cause, and in such instances agrees that it will not act wrongfully, unjustly, or in violation of the terms of this Agreement.
- (e) The Employer shall conduct the operation of its sewer plant subject to regulations and restrictions as may be provided by law or governed by the exercise of those rights provided in this Agreement.

Section 2

The Employer retains the exclusive right to make such reasonable rules and regulations not in conflict with this Agreement as it may deem necessary to maintain order, safety, and efficient operation of its plant and sewer system.

Section 3

In the exercise of the foregoing powers,

rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE IV

UNION SECURITY - DEDUCTIONS FROM SALARY

Section 1

Employees have the right to join, not join, maintain, or cancel their membership in the Union at any time. Neither the Employer nor the Union shall exert any pressure upon, or discriminate against, any employee to influence the employee to join or not join the Union.

Section 2

The Union is required to represent all employees in the bargaining unit fairly and equally.

Section 3

The Employer shall deduct regular monthly dues from the pay of any Union member covered by this Agreement, upon receipt of individual written authorization cards executed by an employee and bearing his signature. The Employer shall remit to the Union all such

deductions within five (5) days from the last pay period of the month from which the deduction is made.

Section 4

It is agreed that the Employer shall not be required to deduct from the salary of employees who are not members of the Union any percentage of the regular membership dues, fees, and assessments as a representation fee.

ARTICLE V

WORK PERFORMED BY COVERED EMPLOYEES

Section 1

The work performed in any classification covered under this Agreement shall be as prescribed by the Employer. Work by Supervisory Plant personnel and independent contractors shall be permitted without interference from the Union. It is agreed, however, that the same shall not be utilized by the Employer as subterfuge to deprive the employee of his regular employment.

Section 2

The Union reaffirms its adherence to the principle of a fair day's work for a fair day's pay and also reaffirms the cooperation of its members to the conduct of orderly, peaceful and efficient operations.

Section 3

The Union will not cause or permit its members to take part in any strike, slowdown, sickout, boycott, secondary boycott, or job related

action affecting the Employer or its property or operations. Such actions will give the Employer the right to take whatever action is permitted by law to prohibit such action and to seek redress for the same.

Section 4

The Employer agrees not to lock out any employee, except in response to those actions so prohibited.

ARTICLE VI

BLACKLIST

The Employer shall not establish or create a so-called "Blacklist", nor in any way become a party to the establishing of such a "Blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the employer or other employers.

ARTICLE VII

UNION REPRESENTATION

The Employer recognizes the right of the Union to designate Shop Stewards and alternates from the Employer's seniority list. The authority of Shop Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievance of grievable issues as defined by the Agreement to the Employer or to the Employer's designated representative, in accordance with the stated provisions of the Collective Bargaining Agreement.

(b) The transmission of the grievance shall be in writing. The Shop Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as may be authorized by law. The Employer recognizes

these limitations upon the authority of Shop Stewards and their alternates and shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdowns, or work stoppage in violation of this Agreement.

(c) Shop Stewards or alternates shall not give orders to employees nor countermand orders of management.

Section 2

Investigation of Grievances by Shop Stewards

Shop Stewards, when directed by the Union, be permitted to investigate, present and process grievances on the property of the Employer, without loss of time or pay. However, only those portions of such investigations that impact on normally scheduled work hours of that employee shall be paid.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employees. Such a dispute shall be defined as a grievance under this Agreement

and must be filed in writing within five (5) working days of its alleged occurrence and be processed in accordance with the following steps, time limitations and conditions herein set forth. Time limits may be extended by mutual agreement.

Step One

A meeting between the aggrieved employee, with the Steward and the Authority representative scheduled by the Authority representative within ten (10) working days from the date the written grievance is filed. If no satisfactory agreement is reached after the expiration of the foregoing ten (10) working day period, then,

Step Two

A meeting between an official of the Union with the Steward in conference with an Authority member(s) or their designated representative(s) at a mutually agreeable time to be fixed between the Authority member(s) or their designated representative(s) and an official of the Union. Should no acceptable agreement be reached within an additional ten (10) working days, then the matter may be referred to arbitration by the Authority or the

Union only.

Section 2

Either the Union or the Authority may have witnesses whose testimony is relevant at Step Two meeting. Any witnesses attendance will be limited, however, to the time required to present his testimony.

Section 3

Arbitration

- (a) If a grievance has not been resolved through grievance procedure and the parties have not settled the dispute, either party may request binding arbitration. The request must be in writing within thirty (30) working days following completion of the final step of the grievance procedure.
- (b) Within five (5) working days of the submission of the letter requesting arbitration, the parties will send a joint letter to the Federal Mediation and Conciliation Service or the American Arbitration Association requesting a panel of arbitrators. After drawing lots to determine first choice, each party will alternately strike a name from the list until one name remains. No arbitrator shall have the authority to change, alter, modify, or add to any terms of this Agreement. The decision of the arbitrator shall be final and binding on

both parties.

- (c) All expenses of the arbitrator shall be borne equally by the Employer and the Union. Any witnesses called by a specific party shall have his or her expenses paid by the party calling the witness.

ARTICLE IX

SENIORITY

Section 1

Qualification

After an employee has worked for at least ninety (90) days, an employee shall gain seniority status and his seniority date on the seniority list shall revert to the first day of his ninety (90) day qualification period. The Employer shall not deprive a qualified employee of the right to gain seniority status by any subterfuge or by any refusal to hire such qualified employee when work is available. The Employer may terminate the employee for just cause during the qualification period with no penalty. Any employee who is absent because of illness or injury so verified by medical documentation, shall accumulate seniority for the purpose of determining his or her place on the seniority list.

Section 2

Lay-Off and Recall

Should it become necessary in the opinion of management to lay employees off because of lack of work, the Employer shall resort to the seniority

schedule as long as the employee is qualified to do any work which is available. This means that the last employee hired shall be the first employee laid off. When the Employer recalls laid-off employees the Employer shall recall the employees in the reverse manner that they were laid off, which means the last employee laid off shall be the first employee to be recalled.

Section 3 Notification of Recall

The Employer, when recalling laid off employees, shall send a registered or certified letter to the employee's last known address (as indicated on employee's records) and the employee shall have five (5) working days from issuance of recall letter to respond to such recall notice. If the employee fails to report during the notice period, he or she shall lose all seniority rights under the contract, and his contract of employment shall be terminated.

Section 4 Notice of Lay-Off

The Employer agrees where possible, to give five (5) working days' notice, whenever making seasonal or permanent lay-offs, to the Union. Notice must be given in writing. Where such required notice is not given, the Employer shall pay the employee one (1) week's wages in lieu thereof.

Section 5

Loss of Seniority and Job

Seniority shall be broken and the employee's name removed from the seniority list for the following reasons:

- (a) Discharge for just cause;
- (b) Voluntary quit;
- (c) Lay-off for one (1) year or more;
- (d) Failure to respond to notice of recall;
- (e) Unauthorized leave of absence;
- (f) Loss of seniority shall result in immediate automatic dismissal for cause, and
- (g) In the event an employee whose driver's license is required in the performance of his duties, should suffer a revocation of his or her driver's license due to his or her own negligence, his or her job and seniority shall be protected for a period not to exceed two (2) months in a one (1) year period.

ARTICLE X

PROMOTIONS

- A. Promotions shall be based upon merit and ability.
- B. The Union shall be notified of any opening in an affected classification and each employee selected shall have a fifteen (15) day trial period during which management may, at its option, disqualify that employee without

penalty and select a new candidate.

- C. A complaint that management has not exercised fairness in judging the qualifications of available candidates or in its conduct in selecting them may be processed through the grievance procedure.

ARTICLE XI

ABSENCE

Section 1

Personal Leave of Absence

Any employee desiring a leave of absence from his or her employment shall secure written permission in advance from the Employer. The maximum leave of absence shall be for fifteen (15) days without pay. Leave of absence may be extended for like periods but at the sole option of the Employer. Permission for extension must be secured from the Employer.

Section 2

Illness and Injury as it Affects Seniority

The inability to work because of a proven illness or injury shall not result in the loss of seniority rights unless absence from work because of a proven illness or injury extends beyond one (1) year.

ARTICLE XII

SICK LEAVE

- A. All employees shall receive after completion of their probationary period, for each year of this contract, fifteen (15) sick days. A total of forty-five (45) days are to be given. These

days are cumulative.

- B. All employees must submit medical verification of illness for any period in excess of two (2) days.
- C. If employees cannot report for work, they are to call in and notify the supervisor prior to their starting time. If employee is sick more than two (2) consecutive days said employee must bring in a doctor's certificate, if requested by the Employer. If Employer feels that the employee is abusing his or her sick leave then the Employer may request a doctor's certificate of illness even if the time loss is for intermittent one (1) day periods.
- D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose. Any employee who has worked for the Borough of Buena Municipal Utilities Authority for not less than twenty five (25) years and who retires in accordance with the Rules of the Public Employment Retirement System or any employee who has attained the age of sixty-two (62) years or older at the time of retirement and retires in accordance with the Rules of

the Public Employment Retirement System shall be entitled to be paid upon retirement fifty (50%) percent of all accumulated sick days up to a maximum of Twelve Thousand (\$12,000.00) Dollars.

ARTICLE XIII

DEATH IN FAMILY

In case of death in an employee's family, which consists of the members of the immediate family limited to the following:

- (a) Spouse
- (b) Mother
- (c) Father
- (d) Sister
- (e) Brother
- (f) Children
- (g) Mother-in-Law
- (h) Father-in-Law
- (i) Grandparents

The Employer shall grant such employee affected a maximum of three (3) days off with pay, at the regular straight time pay rate, for the purpose of attending services for the deceased, providing services are held during the employee's regularly scheduled work week. The employee must submit a death certificate as proof of such death to the Employer. All employees must be on the seniority

list for a period of three (3) months before this Article becomes effective.

ARTICLE XIV

HEALTH INSURANCE

Section 1

The Employer shall provide Blue Cross-Blue Shield, Rider J and Major Medical for employees and family, if so applicable, and for single person or single parent, if it so applies. Coverage, however, to be afforded to all employees based upon their classifications, which insurance shall be provided effective January 1, 1993, the cost of which shall be borne entirely by the Employer. The Employer will agree to reimburse employees for medical upon presentation of medical bills or prescriptions not covered by the present medical plan, said reimbursement, however, not to exceed \$300.00 for each employee for each Contract year.

Section 2

All plant employees shall submit to a complete physical examination by a physician selected by the Employer, every other year. The cost of the examination shall be paid by the Employer and shall include a chest x-ray and blood test. The physical shall be scheduled after working hours and the employee shall be given copies of all test results. Office workers may submit to examination and tests on a voluntary basis.

ARTICLE XV

VACATIONS

Section 1

Employees who have been actively and continuously employed by the Employer for the periods specified herein shall be eligible for the following vacations:

Up to the end of the first (1st) calendar year, one (1) working day per month of service.

From the beginning of the first (1st) full year up to five (5) years of service, twelve (12) working days per year.

After five (5) years of service up to fifteen (15) years of service, fifteen working days per year.

Over fifteen (15) years of service, twenty (20) working days per year.

Employees shall be compensated for all unused vacation days at the end of each Contract year, provided the failure to use said vacation days occurs as a result of Employer's requirements.

Section 2

The Employer shall have the right to schedule the vacation period of each qualified employee. Said vacation shall be designated by the Employer with due regard to the desires and preferences of the employees, also taking into consideration seniority of the employee. Vacations shall be scheduled on a year round basis. Any one week of any vacation period during one year may be taken one day at a time at the discretion of the employee with plant superintendent's approval. Where designated by the Employer, an employee at his or her request, may continue to work during his or her vacation period

and be paid in lieu of vacation.

Section 3

Vacation pay shall be paid to the employee on the pay day immediately preceding the commencement of his or her vacation.

Section 4

An employee who is discharged for cause or who resigns without giving two (2) weeks' written notice of his intent to resign shall not be eligible for proportionate vacation pay earned by him or her since January 1 of that credit year. Employees who are laid off for reasons other than discharge for cause, shall be eligible for proportionate vacation pay earned to date during that vacation year, on the basis of one-twelfth (1/12) of their normal vacation to which they would have been entitled the following January 1, for each calendar month worked.

ARTICLE XVI

PENSION

To be covered as provided by Law, under the New Jersey Public Employees Retirement System.

ARTICLE XVII

HOLIDAYS

The parties recognize the following holidays and shall be paid as more fully set forth hereinafter:

New Year's Day	Labor Day
President's Day	Columbus Day
Good Friday	Thanksgiving
	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day

Employees to have an additional four (4) personal

days; Employer, however, to receive a five (5) day notice of the taking of such a personal holiday.

Section 1

Any employee on the seniority list who does not work on one of the holidays specified above shall be paid at his ordinary rate of pay for such holiday if it falls within his or her normal work week. An additional eight (8) hours of pay at the ordinary wage rate shall be added to such employee's wages who works on any of the specified holidays.

Section 2

Any employee who prior to the holidays has resigned, is on military leave, is on a personal leave of absence or has been properly dismissed for cause, shall not be paid for said holiday.

Section 3

Any employee who has not worked the day immediately prior to the holiday and the day immediately subsequent to the holiday, provided said work days were regularly scheduled, shall not be paid for the holiday.

ARTICLE XVIII

MILITARY SERVICE

Section 1

In the event that an employee who has obtained seniority status volunteers for, or is called to the active military service in the Armed Forces of the United States, such employee during the period of such service shall not lose his or her seniority rights as herein provided. Upon his or her discharge from such Service he or she shall be



offered his or her former position or the next best available position, provided he or she: (a) Received a Certificate of Honorable Discharge (b) Qualifies to perform the duties of the assigned position, (c) Applies for reinstatement within thirty (30) days after discharge from the Service. Employees shall receive a written leave of absence from the Employer when leaving to enter the Armed Services of the United States.

Section 2

Summer Encampment

In the event an employee covered by this Agreement is a reservist or a member of the National Guard in the Armed Forces of the United States and is required to participate in maneuvers or summer encampment for a temporary period of time, not to exceed a period of one (1) month, the Employer agrees to supplement his or her military pay with an amount sufficient to equal his or her regular forty (40) hour weekly earnings straight time for his or her job classification. This section shall be limited to summer encampment and normal Reservist Guard functions. Any time spent in said functions which does not fall within the employee's regularly scheduled work period shall not be covered.

ARTICLE XIX

JURY DUTY

An employee who has attained seniority and who is

called to serve as a juror shall have any compensation received for jury duty supplemented to an amount equal to his regular forty (40) hour weekly earnings at the straight time rate for the period of actual jury time which said employee is called upon to serve.

ARTICLE XX

CONDITIONS OF WORK SAFETY

Section 1

The Employer shall do all things necessary to insure a safe working environment and shall not engage in any activity which would create dangerous conditions to person or property in violation of any applicable statute or court order or in violation of any government regulation relating to the work place, safety of personnel or equipment. The term "dangerous conditions of work" does not relate to the type of material which is hauled or handled.

Section 2

Reporting Accidents

Any employee involved in an accident must immediately report said accident to the Employer, in accordance with the Workers' Compensation Laws of the State of New Jersey.

Section 3

An employee who sustains injuries during and in the course of his employment and which are compensable under the Workers' Compensation Act of the State of New Jersey, which injuries prevent said employee from performing his work shall sustain no loss of

pay for the balance of the day on which said injury occurs.

A. The ability to perform services shall be determined by a doctor designated by the Employer.

ARTICLE XXI

DISCRIMINATION

The Employer shall not engage in any discrimination against any employee because of race, color, creed, sex, age or nationality, nor shall the Employer discriminate against any employee because of Union involvement.

ARTICLE XXII

SAVINGS AND SEPARABILITY CLAUSE

(a) The parties to this Agreement believe it complies with Chapter 303, Laws of 1968, State of New Jersey. Accordingly, it is agreed that nothing contained in this Agreement shall require the Employer or the Union to do anything which violates the law. The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under, or in contravention of any operable Federal or State law, or under which Employer or Union is required to do any act which is in contravention of any Federal, or State law, shall be null and void, but in such event remaining clauses shall continue in full force and effect for the terms of this agreement or any renewal thereof. The parties agree, in good faith,

to attempt to replace any such null and void clause with a clause which conforms with the law. The parties further agree that if during the term of this agreement or any renewal thereof any such null and void clause shall become legal or permissible by legislative enactment, a subsequent decision of the Court or otherwise, such null and void clause shall again become part of this Agreement. Any disagreement shall be submitted to the Grievance Procedure and processed thereby.

(b) Terms and Provisions Binding

The parties to this Agreement are bound by all the terms and provisions of the Agreement and the interpretation and enforcement thereof, and do further agree to participate in negotiations or renewal of the contract.

ARTICLE XXIII

GENERAL

Section 1

Posting of Notices

The Employer agrees to the posting, within the premises of operation, notices of Union meetings, etc.

Section 2

Sanitary Conditions

The Employer shall provide suitable sanitary conditions for the employees, such as toilets, hot and cold running water and showers.

Section 3

Wage Executions

No employee shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution or assignment of his wages, whether voluntary or involuntary.

ARTICLE XXIV

EXTRA CONTRACT AGREEMENTS

The Employer or Employee shall not enter into any Agreement or Contract with his employees or his Employer individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE XXV

CLASSIFICATIONS AND DUTIES

- (a) Plant Superintendent: Synonymous with leader and is defined as an employee who takes the lead and gives direction to other employees while he may be performing the same duties as these employees. The Plant Superintendent shall engage in all sewerage system work, including but not limited to plant operations, pumping stations, sewerage system lines, testing and maintenance.
- (b) Utility Authority Employees: Does all sewerage system work as well as water work, general maintenance of the buildings and grounds and the reading of water meters.

- (c) Secretary-Clerk: Performs all office duties including, but not limited to, receiving payment, disbursements, all reports - daily, weekly, monthly, quarterly, or yearly, etc.
- (d) The employer desires to utilize employees in their proper classification, except in those instances associated with normal supervisory operations, equipment, familiarization or training, or in those cases where there is a clear prospect of severe damage to Employer's property or danger to the health or safety to the users of the system. In addition, the Employer will not contract out work that would result in the laying off of employees covered by this agreement, but in no way shall be limited in its assignments of work which will result in a smooth and efficient operation of plant and the sewer system.

ARTICLE XXVI

WAGES AND HOURS

Section 1

General

The Union agrees that the Employer shall be entitled to a day's work for a day's pay. The work week shall consist of five (5) days, each day consisting of eight (8) working hours. The designated work day shall commence

at 8:00 A.M. and terminate at 5:00 P.M. with a lunch hour between 12:00 A.M. and 1:00 P.M. and/or commence at 3:00 P.M. and terminate at 12:00 P.M. with a lunch hour between 7:00 P.M. and 8:00 P.M. Payment of wages for the 3:00 P.M. to 12:00 P.M. shift shall be 10% more than the regular payment schedule. In the event that a third shift should be designated by the Employer, payment of wages shall be at the rate of 20% more than the regular payment schedule. The 10:00 A.M. to 7:00 P.M. shift shall be paid 10% more than regular wages, to include all hours worked.

Section 2

The designated work days for the Plant Superintendent shall be Monday through Friday. The designated work days for the Sewerage System employees shall be as designated by the Employer, said work days, however, to be five (5) continuous working days.

Section 3

Pay Day

All employees shall be paid in full every other week at the end of their shift on Thursday. Should the regular pay day occur on a holiday the Employer shall pay the employee on the regular work day immediately preceding the holiday. Not more than one (1) week's pay

shall be held by the Employer.

Section 4

Overtime

When in the judgment of the Employer overtime is necessary, the regularly assigned employee of that operation shall perform the overtime upon being called. Overtime shall be paid at the rate of one and one-half times the employee's regular wage rate. When overtime is scheduled on a Sunday, the employee shall be paid at double the regular wage rate for the hours worked. When overtime is scheduled on a designated holiday, the employee shall be paid at triple the regular wage rate for the hours worked.

Section 5

Recall Time

When in the judgment of the Employer recall time is required of an employee the minimum payment for said recall time is to be two (2) hours, payable at the applicable one and one-half times the hourly rate on any day of the week except Sunday, which shall be paid at double time or on a holiday which shall be paid at triple time.

ARTICLE XXVII

CLASSIFICATIONS AND RATES

Section 1

The following rates shall apply to the following classifications:

WAGES

<u>CLASSIFICATIONS</u>	<u>RATES PER HOUR</u>		
	<u>EFFECTIVE</u> 1-1-93	<u>EFFECTIVE</u> 1-1-94	<u>EFFECTIVE</u> 1-1-95
A. Plant Superintendent	23.61	24.60	25.59
B. Asst. Plant Supt.	16.59	17.78	18.97
C. Working Foreman	15.89	16.88	17.87
D. Utilities Authority Employees	15.27	16.14	17.01
E. Secretary-Clerk	16.71	17.50	18.29
F. Office/Clerk Typist	10.15	10.70	11.25
G. Lab Worker	8.00	8.50	9.00

Any new employee hired as a full time employee shall have a starting rate of \$7.00 per hour. Each 120 days thereafter said employee shall receive a 5% increase in his rate per hour, which increases shall continue each 120 days until such time as the employee has reached the regular hourly rate set for Utility Authority employees under this contract.

Section 2

Retroactivity

Salary shall be retroactive January 1, 1993.

ARTICLE XXVIII

NEW ARTICLE

A. EDUCATIONAL CLAUSE

Section 1

The Authority is committed to the continuing education and pro-

11 1

12 1

13 1

professional development of its employees. The Union recognizes, accepts and agrees with the concept of continuing education and professional development of employees.

Section 2

An employee who obtains prior approval from the Authority to take courses and who complete the course, shall be reimbursed for the tuition and for course materials. No employee shall be eligible for reimbursement unless the employee has first obtained the permission of the Authority to attend the class.

Section 3

An employee shall not be compensated for any time spent in taking courses or in study or preparation for course work. The Authority, however, shall compensate the employees for any time spent in taking examinations for licenses, if those examinations are offered only during the regular workday. If the employee prefers to take an examination during the workday which is offered at night, or fails an examination during the workday which is offered at night, or fails an examination taken during the workday, the employee shall not be compensated for that time except, however, an employee may use a vacation or personal day in order to be compensated for such day.

B. AGENCY SHOP

It is understood and agreed upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the New Jersey Employer-Employee Relations Act (P.L. 1941, c.100, c.34:13A

1, et seq) shall take effect. Those employees of the Buena M.U.A. that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

The Union's entitlement to the representation fee shall continue upon the termination date of this Agreement only so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

ARTICLE XXIX

P.A.C. - TEAMSTERS LOCAL UNION 676

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to P.A.C. Local 676.

P.A.C. Local 676 shall notify the Employer of

the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to Teamsters Local Union No. 676, 101 Crescent Blvd., Collingswood, NJU 08108 on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

ARTICLE XXX

TERMS OF AGREEMENT

Section 1 This Agreement shall be in full force and effect as of January 1, 1993 and shall remain in effect until and including December 31, 1995 and shall continue in force from year to year thereafter unless and until either of parties hereto shall give to the other party sixty (60) days written notice prior to the end of the original term and if extended, sixty (60) days written notice prior to the end of any subsequent year of any intention to terminate at the end of the original term of the then current year. If notice is given in accordance with the provisions of this Section the

expiration date of this Agreement shall be the 61st day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of April, 1993.

FOR THE COMPANY:

BOROUGH OF BUENA MUNICIPAL
UTILITIES AUTHORITY

Louis Sansalone VC

Louis Sansalone, Vice
Chairman

FOR THE UNION:

TEAMSTERS LOCAL UNION NO. 676

John J. Fisher

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