

UNION COUNTY UTILITIES AUTHORITY

-and-

INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND FURNITURE WORKERS/COMMUNICATION WORKERS  
OF AMERICA, AFL-CIO,  
LOCAL NO. 81427

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EFFECTIVE: JANUARY 1, 2006 through DECEMBER 31, 2008

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## PREAMBLE

This Agreement entered into by the Union County Utilities Authority (hereinafter referred to as the UCUA or the Authority or the Employer), and the IUE/CWA LOCAL NO. 81427 (hereinafter referred to as the Union), has as its purpose the promotion of harmonious relations between the UCUA and the Union, and to provide for conduct of the business of the UCUA under methods that will further to the fullest extent possible the economy and efficiency of operations, elimination of waste, realization of maximum quantity and quality of productivity and service to the public, cleanliness and protection of property. It is the further intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein agreements between the parties concerning rates of pay, hours of work and other conditions of employment.

The UCUA and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

## ARTICLE 1

### RECOGNITION

The UCUA recognizes the Union as the sole and exclusive representative for the collective negotiations unit set forth in the PERC Certification Docket No. RO-96-172 which consists of all blue and white collar non-supervisory employees employed by the Union County Utilities Authority, but excluding all other employees, and all employees represented by other negotiations units, police, fire fighters, craft employees, professional employees, managerial executives, confidential employees, and supervisory employees within the meaning of the Act.

## ARTICLE 2

### UNION SECURITY

Section 1. The Employer agrees to payroll deduction of union dues and initiation fees, if any, for bargaining unit employees when authorized in writing to do so by each employee. Such authorization shall be terminated automatically when an employee is removed from the payroll of the Authority. Where an employee takes a leave of absence without pay for one full calendar month or more, such deductions shall be suspended and the Authority shall be under no obligation to collect funds during such absence. Upon the employees return to employment, normal deductions shall resume.

Section 2. The amount of periodic dues will be certified by the President of the Local Union to the Employer in writing, and the amount so certified will be uniform for all members of the Union. Any changes in the amount of Union dues or Fair Share fees shall be provided by the Union to the Employer in writing, at least thirty (30) days in advance.

Section 3. Bargaining unit employees who do not become members of the Union shall, through payroll deduction, be assessed a fair share representation fee in lieu of dues, for services rendered by the Union. Such representation fees shall be transmitted to the Union in the same manner and with the same frequency as normal membership dues deductions.

Section 4. The Fair Share representation Fee, (Agency Shop Fee) in lieu of dues, shall be in an amount equivalent to the regular membership dues charged by the majority representative to its own members, less the cost of benefits financed through the dues which are available to, or benefit only, Union members, but in no event shall such Fee exceed eighty-five percent (85%) of the regular membership dues.

Section 5. Any public employee who pays a Representation Fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained by the Union, which shall be in accordance with appropriate statutory provisions and Court decisions, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a 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 IUE/CWA assumes responsibility to insure full compliance with the requirements laid down by the U.S. Supreme Court with respect to the Constitutional Rights of a representation fee payer. Representation Fee payers may object to the amount of the fee in accordance with the IUE Agency Fee Payer Objection Plan, as approved by the U.S. Department of Labor.

Section 6. The dues and representation fees shall be remitted to the designated financial officer of the Local Union, accompanied by a list of employees for whom the deductions have been made, not later than the fifteenth (15th) day of the month following the month in which the deductions were made. Deductions not withheld from an employee due to an error shall be deducted from the employee's next pay period.

Section 7. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of the action taken or not taken by the Authority for the purposes of complying with the provisions of this Article.

### ARTICLE 3

#### UNION REPRESENTATION

Section 1. A duly authorized Representative of the Local or international Union, after notice to the Executive Director or Supervisor in charge, shall be admitted to the premises of the Employer during reasonable business hours, for the purpose of ascertaining compliance with this Agreement and assisting in the resolution of grievances or disputes. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

Section 2. The Employer agrees to recognize one steward for the blue collar group and one steward for the white collar group. All stewards shall remain at work unless, after advance approval by their immediate supervisor, they are required to attend to a grievance or other contractual matter. Approval shall not be unreasonably denied and shall be consistent with the following guidelines:

- (a) Time spent for steward business shall not exceed 1 hour unless approved by the Executive Director or his designee.
- (b) Time shall be scheduled so as not to interfere with operational requirements.

Section 3. A written list of two stewards and other officers and/or representatives of the Union shall be furnished to the Executive Director. Any changes to said list shall also be made in writing to the Executive Director.

### ARTICLE 4

#### MANAGEMENT RIGHTS

Section 1. The Union recognizes that there are certain functions, responsibilities and management rights, exclusively reserved to the Employer. All of the rights, power, prerogatives and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as specifically provided in this Agreement.

Section 2. Except as modified, altered or amended by agreement, the Employer shall not

be limited in the exercise of its statutory management functions. The Employer reserves and retains unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in it by the laws and Constitution of the State of New Jersey and the Constitution of the United States of America.

Section 3. The Employer has the sole right to manage and conduct the business of the UCUA and, except as specifically limited by this Agreement, to:

- (a) Direct the employees;
- (b) Hire, promote, transfer, assign, schedule, layoff, recall, and re-assign;
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause;
- (d) Control all UCUA property;
- (e) Subcontract;
- (f) Transfer any or all operations to another location;
- (g) Discontinue, consolidate or reorganize any department or the operation of the Union County Utilities Authority in whole or in part, make technological improvements and install or remove equipment regardless of whether such actions cause a reduction in the number of employees, or transfers in the work force, or require the assignment of additional different duties to the employees in the work force, or cause the elimination or addition of titles or jobs.
- (h) Any actions contemplated by the Authority under paragraphs (e), (f) and (g) which may adversely impact the bargaining unit shall be discussed with the Union prior to implementation insofar as practical.

## ARTICLE 5

### NO STRIKES OR LOCKOUTS

Section 1. There shall be no strikes, work stoppages, slowdowns or other interruption of work of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a concerted violation of the provisions of this Article, and



against any employee representative who fails to perform the affirmative obligations required herein to prevent or stop such unauthorized conduct or activity.

The Union will not schedule any membership meeting or demonstration that may have the same effect as a strike or work stoppage. In the event that the Union's members participate in such activities, in violation of this provision, the Union, through its representatives, including employee representatives such as shop stewards, shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties, and shall otherwise take the steps required to prevent or stop those involved in such activity or conduct that causes a violation.

Section 2. The Authority agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

Section 3. Nothing contained in this Agreement shall be construed to limit or restrict the rights of the parties to this Agreement to pursue any and all remedies available under law in the event of a violation of this Article, including the right to institute civil action for damages and injunctive relief.

## ARTICLE 6

### PROBATIONARY PERIOD

Section 1. All full-time permanent employees shall serve a probationary period of ninety (90) calendar days. The probation period may be extended by two additional periods of forty five (45) additional calendar days of the parties which shall be in writing. During this probationary period the Employer reserves its absolute right to terminate a probationary employee subject to applicable provisions of law. Such termination shall not have recourse through any other provisions of this Agreement. Upon successful completion of the probationary period the employee shall be credited with seniority as of the original date of hire.

## ARTICLE 7

### SENIORITY

Section 1. Newly hired employees shall be considered probationary and shall have no seniority rights until they have completed their probationary period of employment. Upon successful completion of their probationary period, new hires shall be considered regular employees and seniority shall be calculated as of the date of hiring. If more than one (1) employee is hired *on* the same date, the lowest employee number will be issued to the individual accepted first for employment. The time and date of acceptance will be noted on the employment application.

Section 2. An employee shall lose all seniority, and his or her employment status shall be terminated for the following reasons:

- (a) Discharge for just cause;
- (b) Voluntarily quitting;
- (c) Resignation, disability, or retirement;
- (d) Absence from work for two (2) full consecutive work days without permission or

without properly notifying the Employer. Said notice to the Employer shall be given to the department supervisor.

(e) Failure to return to work after a layoff on the date specified in a notice of recall or layoff beyond the employee's recall eligibility period. It shall be the responsibility of each individual employee to notify the Employer of his current address or any change of address.

(f) Acceptance of employment or training for new job while on leave of absence, sickness or injury, unless expressly approved by the Employer.

Section 3. The Employer shall submit a current seniority list to the Union and maintain same on an annual basis. Errors must be brought to the attention of the Employer within thirty (30) days or the list will be deemed accurate.

Section 4. *Subject* to applicable provisions of law, employees on an unpaid leave of absence shall not accrue holidays, sick leave, or vacation benefits and shall make suitable arrangements for payment of medical, benefit continuation. Unpaid leaves of absence in excess of 30 days shall result in the employee's overall seniority calculation being reduced to correspond with the entire length of the leave of absence.

Section 5. Absences due to disability or work related injury will not reduce an employee's seniority.

## ARTICLE 8

### REDUCTION IN FORCE

Section 1. In the event of a reduction in force among the bargaining unit, the least senior employee(s) will be laid off from the affected position or positions, provided that the remaining employee(s), possess the ability, qualifications and physical fitness to perform the remaining work.

Section 2. Employees who are displaced will first be offered existing open positions within the bargaining unit provided they possess the minimal skills necessary to perform the job duties. Employees so displaced will be afforded a reasonable period of orientation in the new position.

Section 3. If no open position is available within the bargaining unit for the displaced employee to move to, or the displaced employee does not desire the open position, the displaced employee may then bump a less senior employee in another position, provided the displacing employee has the minimal skills necessary to perform the job duties. Such employee will be afforded a reasonable period of orientation in the new position.

Section 4. Employees who bump into another position as the result of a reduction in force, shall have first right of recall to their former position or a substantially similar position when and if it is filled again.

Section 5. Employees who are to be laid off shall be given at least thirty (30) calendar days notice of their separation from the payroll, and will be placed on a Recall List for a period of two (2) years, or a period equal to their length of service, whichever is less. Employees shall be recalled in the inverse order of layoff, to any position that becomes available for which the employee possesses the minimal skills to perform the job. An employee may decline recall to a position other than that which he/she was laid off from, without losing the right to future recall opportunities. Such notice of recall shall be sent by Certified Mail to the employee's last known address, and shall provide at least two week advance notice of the return to work date. It shall be the responsibility of the employee to maintain his/her current address with the Authority.

Section 6. Employees who are separated from the payroll as a result of a reduction in force shall have all Health Benefits continue for three (3) full calendar months following layoff, subject to the same conditions as active employees within the bargaining unit.

Section 7. Employees involuntarily displaced into a lower rated position shall be slotted into the new position at a Level equal to their existing rate of pay, or shall be placed at the maximum of the salary range for the new position if their existing rate of pay exceeds the salary range of the new position. In either event, the employee shall be entitled to any annual salary adjustments that would otherwise apply.

Section 8. Upon request, an employee on layoff shall be paid for all earned and unused vacation time for the calendar year in which the layoff occurs. There shall be no loss of sick time accrued at the time of layoff during a period of layoff.

## ARTICLE 9

## WAGES

The wages for employees covered by this Agreement are set forth on Appendix A attached hereto and made a part hereof.

## ARTICLE 10

### INSURANCE BENEFITS

Section 1. The Authority shall for the life of this Agreement, Medical, Dental and Health Insurance as enumerated below. The Authority shall provide to the employees during the term of this Agreement the health plan referred to as "Direct Access". The parties agree to explore other Health Insurance Options such as HMO's, PPO's Prescription Drug Cards, etc. during the term of this Agreement in an effort to contain costs while maintaining quality coverage. The Authority reserves the right to make alternative options available provided present coverage is not eliminated unless otherwise mutually agreed to in writing. The Authority reserves the right to change carriers or make modifications to the existing Plans provided the coverage is substantially similar to, or greater than, that which existed at the time of this Agreement. Prior to any such change in the existing coverage, the parties will meet to discuss same.

Section 2. The parties agree to the medical coverage as negotiated. The Authority shall provided the Union with a copy of the medical coverage plan. The annual deductible payable by the employee under the Health Plan shall be \$100.00 per individual/\$200.00 per family for out of network coverage.

Section 3. The Authority shall, for the life of this Agreement, continue to provide Life Insurance, Disability, Workers Compensation, Pension and other related fringe benefits at an equal or better level as that which was in existence at the time of this Agreement. The Authority reserves the right to change carriers or modify plans provided the level of coverage is substantially similar. Prior to any change being made under this Article, the Authority will notify

the Union President at the Union's offices located at Local 81427, 155 Changebridge Road, Montville, New Jersey 07045 in writing of proposed changes and offer to meet to discuss them. In the event the Union does not request in writing to meet within thirty (30) calendar days, the Authority shall be deemed to have met its obligation under this section.

Section 4. The Authority shall, for the life of this Agreement, provide employees with the Allied Industries Vision Care Plan at \$19.75 per month per employee at no cost to the employee.

## ARTICLE 11

### HOURS OF WORK AND OVERTIME

Section 1. The standard work week for all full time employees of the Authority will be Monday through Friday, seven (7) hours per day, thirty-five (35) hours per week, and shall be paid at the straight time rates of pay hereinafter provided. Straight time will be paid for hours worked in excess of 35 hours per week up to 40 hours per week. Time and one-half (1-1/2) will be paid for all time worked in excess of 40 hours per week.

Section 2. Time and one-half (1-1/2) the normal rate shall be paid for all hours worked on Holidays which are recognized under this Agreement.

Section 3. All paid earned time recognized under this Agreement (i.e., holidays, sick, personal, vacation, etc.), shall be considered hours worked when calculating an employee's weekly payroll.

Section 4. All employees shall have a one hour unpaid lunch period; and two fifteen (15) minute rest breaks during the normal daily work schedule unless an alternative arrangement is agreeable between employee(s) and supervision.

Section 5. Employees may elect to take Compensatory Time, in lieu of pay, for each hour worked in excess of thirty-five hours up to forty (40) hours in one week. Overtime in excess of (40) hours may be paid in cash or compensatory time at the discretion of the

Employee. Employees may request their preference for payment which request shall be given due consideration by the employer.

Section 6. If and when the Authority establishes a regular night-time shift for solid waste enforcement officers, the parties shall re-open negotiations as to hours of work and overtime.

## ARTICLE 12

### CALL-IN PAY

Section 1. An employee who is called into work before or after his regularly scheduled shift shall be guaranteed a minimum of three hours pay at the appropriate rate for the time worked outside the regularly scheduled shift hours. An employee working overtime after his normal shift, but in conjunction with it, is not entitled to Call-In Pay.

Section 2. No employee will be called at his home for the purpose of requesting the employee to work outside his normally scheduled shift between the hours of 10:00 p.m. and 5:00 a.m., except in cases of emergency.

## ARTICLE 13

### PERSONAL DAYS

Section 1. Employees shall be entitled to up to three (3) paid Personal Leave Days each calendar year. Employees shall provide their supervisor at least forty-eight (48) hours notice of their intention to use a Personal Day except in the case of an emergency. Use of Personal Time is subject to the approval of the Employer. Such approval shall not be unreasonably withheld. Unused Personal Days shall not be carried from year to year.

Section 2. Employees with less than one year of service shall, during their first calendar year of employment, be granted one (1) Personal Day after four (4) months of employment, and one (1) additional day after an additional four (4) months of employment.

ARTICLE 14

BEREAVEMENT LEAVE

Wages up to five (5) days will be paid during the absence from duty of an employee when such absence is caused by the death and attendance at the funeral of a spouse or child, and up to three (3) days will be paid during the absence from duty of an employee when such absence is caused by the death and attendance at funeral of a mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law.

ARTICLE 15

HOLIDAYS

Section 1. All employees shall receive one regular day's pay at straight time rate for each of the following holidays:

New Year's Day	Labor Day
Martin. Luther King, Jr.'s Birthday	Columbus Day
Lincoln's Birthday	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas. Day

Section 2. When a Holiday falls on a Saturday, the preceding business day shall be considered the legal holiday. When a Holiday falls on a Sunday, the following business day shall be considered the legal holiday.

Section 3. Employees who are absent on the day before or the day after a Holiday must present a physician's note, within five (5) working days, as proof or explanation of absence in order to be eligible for holiday pay.



ARTICLE 16

VACATIONS

Section 1. During the first calendar year of employment, employees shall earn one (1) vacation day for each month worked during the calendar year following the date of employment. Employees hired before January 1, 2003 are entitled to vacation leave in accordance with the following schedule:

One through Eight years	-	13 days
Eight through Ten years	-	14 days
Ten through Fifteen years	-	17 days
Fifteen through Twenty years	-	19 days
Twenty through Twenty-five years	-	21 days
Twenty-five or more years	-	25 days

Employees hired on or after January 1, 2003 are entitled to the following vacation schedule:

One through Ten years	-	13 days
Ten through Fifteen years	-	15 days
Fifteen through Twenty years	-	17 days
Twenty through Twenty-five years	-	19 days
Twenty-five or more years	-	21 days

Section 2. Requests for use of vacation time shall be submitted to the Department Head in writing. In the event that two or more employees are seeking the same time period off, and operational requirements prevent the granting of all requests, preference will be given on the basis of seniority for requests submitted prior to March 1st. Preference for vacation requests submitted after March 1st shall be on the basis of the earliest request. Vacation time may be taken in 1/2 day increments.

Section 3. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year, pro-rated upon the number of days worked in the calendar year in which the separation becomes effective, in

addition to any unused vacation due from the previous year. An employee who is retiring shall be entitled to pro-rated vacation pay for the calendar year in which he/she retires plus any unused vacation leave from the previous year.

Section 4. In the event an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the pro rated unused vacation at the time of his death, plus any unused vacation from the previous year.

Section 5. If a paid holiday occurs during vacation, it is not counted as a day of vacation.

Section 6. Employees on an unpaid leave of absence in excess of 30 calendar days do not accrue vacation time.

Section 7. Unused vacation, up to one week, may be carried over into the succeeding year, but must be used in that year. Carry-over of more than one week is subject to prior approval of the Executive Director and such request shall be made by September 1st.

Section 8. Employees may elect to "sell-back" up to one week of vacation time per year subject to approval by the Authority. An employee wishing to do so shall notify his or her Department Head by September 1st, and if the request is approved shall receive payment at their regular rate of pay for the days in the final pay period of the year.

Section 9. Vacation time may be taken at any time when approved by the employee's supervisor. To facilitate such approval staff members should avoid requesting vacation time during traditionally heavy workload periods and attempt to take into account the vacation periods of their co-workers. Every effort shall be made by the supervisor to honor individual vacation requests. If there is a conflict in schedule, the Supervisor will resolve the conflict based on the employee's length of employment with the Authority and in accordance with the needs of the organization.

- i. Vacation requests during the month of October must be submitted no later than

September 15<sup>th</sup> and shall be approved by seniority. Employees shall be notified of approval by September 20<sup>th</sup>.

ii. Vacation requests shall be submitted between October 1<sup>st</sup> and October 31<sup>st</sup>, and shall be approved by seniority. Employees will be notified of approval by November 15<sup>th</sup>.

iii. After November 1<sup>st</sup>, vacation requests will be approved on a first come, first served basis. If a request is denied, the employee must submit a new request as soon as possible.

## ARTICLE 17

### SICK LEAVE

Section 1. Sick leave may only be used in one-half (1/2) day increments, at a minimum, by an employee who is unable to work because of illness, injury, doctor visit, exposure to contagious disease or care, for a reasonable period of time, of a seriously ill member of the employee's immediate family.

Section 2. An employee utilizing sick leave shall notify his/her supervisor promptly. Failure to notify the supervisor may be cause for disciplinary action.

Section 3. Sick leave is earned in the following manner:

(a) New employees shall receive one (1) working day for the initial month of employment if they begin on the first through the eighth day of the calendar month; and one-half working day if they begin on the ninth through the twenty-third day of the month.

(b) After the initial month of employment and up to the end of the first calendar year, employees will be credited with one sick day for each month of service. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with fifteen (15) sick days.

(c) Paid sick leave shall not accrue during an unpaid leave of absence in excess of thirty (30) calendar days or during a suspension or after resignation or retirement even if the

employee is retained on payroll to exhaust pro rated vacation.

(d) Used sick leave shall accumulate from year to year without limit.

Section 4. Any employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness or injury. The Employer may require an employee who has been absent for three (3) or more consecutive working days, as a condition of his/her return to work, to be examined by a physician at the expense of the Employer.

Section 5. An employee who has been absent on sick leave for more than ten (10) days in one calendar year, consisting of a period of less than three (3) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature causing recurring absences of one day or less, in which event only one medical certificate will be required for every six (6) month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6. Paid sick leave is provided for the purposes set forth in Section 1 of this Article. Abuse of sick leave is a basis for disciplinary action even if the employee has some balance of paid sick time available at the time disciplinary action is taken. In addition to its right to take disciplinary action in case of sick leave abuse, the Authority may require substantiation of absences that occur after the Authority determines that an abuse has occurred, and abuse of sick time may also result in the employee being reduced to a monthly accrual of sick leave.

## ARTICLE 18

### JURY DUTY

Section 1. An employee summoned for jury duty shall receive his/her regular pay from the Employer for such period conditioned on the following:

- i. Employee must submit to Employer a copy of their Jury Duty notice

seven (7) days prior to the commencement of said service; and

ii. Employee has submitted to Employer a copy of their jury duty payment upon the completion of their service.

Such employee shall report for his/her regular work shift while excused from attendance in court, unless it is impossible or unreasonable for the employee to do so.

Section 2. Any payment received for jury duty must be returned to the Employer through the employee's Department Head.

## ARTICLE 19

### LEAVE OF ABSENCE

Section 1. Upon written application to the Executive Director, an employee may be granted a leave of absence without pay for a period of up to thirty (30) days for good cause shown. The granting of such leave is at the discretion of the Employer and requests for leave must be made at least thirty (30) days in advance except in cases of emergency. Any extension of a leave of absence shall be at the sole discretion of the Employer.

Section 2. No employee shall be allowed to work in a training program and employment with an employer other than the Authority undertaken during said leave of absence shall be grounds for discharge, unless approved by the Employer.

Section 3. Seniority shall not accumulate during the period of an approved leave of absence except as provided in the Seniority Article of this Agreement and as required by law.

Section 4. Failure to report for work on the next regularly scheduled work day following expiration of the leave of absence without approval by the Employer may be the basis for disciplinary action up to and including discharge.

Section 5. Military leave will be granted in accordance with applicable provisions of law.

Section 6. The parties will comply with all State and Federal Family Leave Act

requirements.

## ARTICLE 20

### PART TIME EMPLOYEES

A regular part time employee is defined as an employee who works less than twenty (20) hours per week on a regular basis. Regular part time employees will receive vacation, sick leave, holiday pay, personal time and bereavement leave on a pro rated basis.

## ARTICLE 21

### POLICIES AND DIRECTIVES

Section 1. All policies and directives determined by the Authority's management, which bargaining unit employees are expected to comply with or maybe affected by, shall be provided to the Union in writing.

Section 2. Any new. policies or changes to existing policies shall be posted on the bulletin board, in. addition to being provided to the Union in writing.

## ARTICLE 22

### BULLETIN BOARDS

The Authority agrees to provide space at the Facility for the posting of notices related to official business of the Union provided such postings are submitted to the Authority in advance for its approval and are not profane, obscene or defamatory of the Authority or its representatives or to any individual.

## ARTICLE 23

### PERSONNEL FILE

Section 1. Upon request by an employee made with reasonable advance notice, the Employer shall permit that employee to inspect his or her own personnel file at the Authority. Normally, such request shall not be more frequent than once per year.

Section 2. The employee will not be allowed to remove the file from the premises, but

shall be permitted to inventory or copy the contents. The Employer may require the inspection to take place in the presence of a designated Employer representative. The Employer shall retain the right to protect the files from loss, damage or alteration.

Section 3. If, upon inspection of the file, an employee disagrees with any information contained therein, the employee may submit a written statement of reasonable length explaining his or her position. Such statement shall be maintained as part of the employee's personnel file.

#### ARTICLE 24

##### NON-DISCRIMINATION

Section 1. The UCUA and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, creed, religion, marital status, gender, national origin, sexual orientation, sexual affiliation, military status, veteran's status, age, political affiliation, or involvement or non involvement in protected activity; nor will the parties limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of the aforementioned.

Section 2. Whenever any words are used in this Agreement in either gender they shall be construed as though they refer to both genders.

#### ARTICLE 25

##### DISCIPLINARY ACTION

Section 1. The Employer has the right to discharge, suspend or take other disciplinary action against an employee for just cause.

Section 2. The Authority shall issue written notice to the employee of disciplinary action within five (5) working days after having received notification that an offense charged has occurred. The Authority will also furnish a copy of the written notice to the Union President with the consent of the employee/employees involved.

Section 3. The written notice of discipline shall have a place for the employee to sign that

he/she has received a copy thereof and is aware that such notice is being placed in his/her file.

Section 4. An employee may request that an employee union representative be present at the time he/she is requested to attend an investigatory meeting which the employee reasonably believes could lead to discipline and/or when a disciplinary action is being issued to him/her.

## ARTICLE 26

### GRIEVANCE PROCEDURE

Section 1: A grievance is any formal dispute concerning the interpretation, application and enforcement of any personnel policy or procedure of the UCUA.

Step 1: All grievances must be presented to the employee's immediate supervisor within five (5) working days of the date upon which the grievance arises. Failure to report a grievance within such time shall be deemed as a waiver of the grievance. The grieving employee's immediate supervisor will discuss the matter with the Executive Director. The Executive Director or his designee will communicate the decision to the employee within five (5) working days of the initial presentation of the grievance. If the grievance is against the Executive Director, the grievance, if not resolved between the grievant and the Executive Director, shall be filed with the Chairperson of the Board.

Step 2: If the employee is not satisfied with the decision or, if no decision is rendered within five (5) working days, the employee may submit a written grievance to the Executive Director detailing the facts and the relief requested.

The decision in Step 1 will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step 1 decision. In the event no decision is issued at Step 1 and the employee fails to submit a written grievance within ten (10) days of the Step 1 grievance date, then the grievance shall be deemed without merit and any requested relief shall be denied.



If an employee submits a written grievance in accordance with Step 2, the Executive Director will issue a written decision to the employee within five (5) working days after receipt of the written grievance. If the Executive Director does not issue a written decision within five (5) working days after receipt of the written grievance, the grievance shall be deemed without merit and the requested relief denied.

Step 3: If the employee is not satisfied with the decision or, if no decision is rendered within five (5) working days by the Executive Director, the employee shall file the grievance with the Personnel Procurement and Insurance Committee (hereinafter referred to as "PPI") within five (5) working days thereafter. The PPI shall review the matter and, if deemed necessary by the PPI, address the matter with the grievant. The PPI shall issue a recommendation to the UCUA Board of Commissioners who shall issue a decision on the grievance no later than the second regular Board meeting. If the UCUA Board of Commissioners fails to render a decision by its second regular Board meeting following the filing of the grievance with the PPI, the grievance shall be deemed without merit and the requested relief denied.

Grievances filed with the Chairperson of the Board shall have the same timelines as above.

These limitations do not apply to employee complaints made under the General Harassment and Sexual Harassment Policy or the Conscientious Employee Protection Act Policy.

Step 4: If the grievance is not resolved at Step 3 or if no decision has been rendered within the prescribed time period, and the grievance involves discipline of four (4) or more days suspension in a twelve (12) month period or termination of employment or a contractual matter affecting the overall negotiation unit, the Union may submit the grievance for final, and binding arbitration. Any grievance that has not been satisfactorily resolved at Step 3 and does

not meet requirements for binding arbitration may be submitted by the Union for Advisory Arbitration through the procedures set forth herein. The Union shall submit a written notice for arbitration (either advisory or binding) to the New Jersey Public Employment Relations Commission, within ten (10) working days after issuance of the Step 3 decision or the date the Step 3 decision was due, with a copy of such notice provided to the Executive Director of the UCUA at the same time. The written notice to PERC shall request submission of a duplicate panel of arbitrators to each of the parties to the agreement in accordance with the rules and regulations of the Agency.

The cost of the arbitrator shall be borne equally by the parties. Each party shall be responsible for its own cost in preparing and presenting a case in arbitration.

Section 2. The time limits specified in the grievance procedure shall be construed as maximums. These time limits maybe extended by mutual written agreement.

Any grievance not presented within the time frame set forth herein, shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Authority are given.

Section 3. The arbitrator shall have no power to alter, add to or modify the terms of this Agreement or to impose upon the parties any obligation or liability, not expressly assumed by the parties under the provisions of this Agreement.

Section 4. An employee may be accompanied by his or her Union Steward or a non-employee Union representative at all Steps of the grievance procedure. The Employer shall not be responsible for lost wages of the grievant or Union Steward during any arbitration proceedings.

## ARTICLE 27

### UNIFORMS AND WORK SHOES

Section 1. The Authority shall provide all employees who are required to wear uniforms

with a full complement of uniforms, furnished and cleaned by a uniform service. A full complement of uniforms shall include both summer and winter coveralls and jackets.

Section 2. Employees who work in the operations area shall be entitled to a shoe allowance of up to \$100.00 every six (6) months. Employees may purchase work shoes that meet the approval, of the Authority at the Supplier of their own choosing. A paid receipt shall be required as proof of purchase for reimbursement by the Authority.

Section 3. If an employee is required to wear special protective clothing or protective devices as a condition of employment, such protective clothing or devices shall be furnished by the Employer at no cost to the employee.

Section 4. Employees required to wear safety glasses, including prescription safety glasses, shall have such glasses provided by the Employer with no cost to the employee.

Section 5. Employees shall exercise due care in the use of Authority issued safety equipment.

## ARTICLE 28

### HEALTH AND SAFETY

Section 1; This Authority shall provide safe and healthy working conditions and will provide employees with the safety equipment and devices it determines are required to insure the safety and health of the employees. Employees will abide by all applicable safety rules and will wear protective apparel that is provided by the Authority, and failure to do so will subject employees to disciplinary action.

Section 2. A safety committee will be established consisting of one representative from the negotiations unit and one representative from the Authority to meet as needed for the sole purpose of discussing health and safety issues in the work place.

ARTICLE 29

JOB OPENINGS AND PROMOTIONS

Section 1. Whenever a vacancy occurs within the bargaining unit and the Employer elects to fill the vacancy, notice of the vacancy shall be posted on the bulletin board for seven (7) business days during which time employees may apply. The notice shall contain the job title, requirements and rate of pay.

Section 2. Employees who are interested in being considered for the posted position may indicate their interest by submitting a written request to the Executive Director.

Section 3. Selection for filling job openings will be made from qualified applicants on the basis of skill, knowledge and ability to perform the required job duties. When two (2) or more applicants are equally qualified, seniority will be a major factor in the selection process. If no present employee has the necessary ability and aptitude to perform the required duties, the Employer may fill the job with a new employee.

Section 4. An employee who is promoted to a higher rated position shall serve a probationary period of up to thirty (30) calendar days. If the employee is removed from the new job during the probationary period for failure to perform the duties and responsibilities in a satisfactory manner, the employee shall be entitled to return to his/her former position without loss of seniority or other benefits. If the employee satisfactorily passes the probationary period, he/she shall receive the starting salary of the position, or be placed at the step above the employee's current rate but nearest to that rate. Step progression will continue to occur in accordance with the employee's date of hire, except that the first step increases shall not occur until at least three (3) months from the date the employee completes the probationary period for the new position.

An employee who bids and is selected for a position of the same rate shall maintain his/her current rate of pay.

An employee who is placed in a lower rated position shall receive the maximum for that position or his/her current rate of pay, whichever is lower.

### ARTICLE 30

#### EMERGENCIES

Non-essential personnel who are instructed not to report for duty or who are dismissed prior to their normal quitting time shall receive their normal compensation during a period of emergency. Essential personnel who are required to report for, or remain on duty, during a period of time when non-essential personnel have been dismissed, shall receive hour for hour Comp Time for all such hours worked, in addition to their normal rate of pay. The Executive Director or his designee shall determine what conditions constitute a period of emergency.

### ARTICLE 31

#### EDUCATION

Section 1. Employees who are requested or required to attend training classes or courses related to their position at the Authority shall be compensated for travel at the rate of .48 cents per mile if the employee uses his own vehicle. If such course requires an employee to attend outside his normal hours, the employee may, at the discretion of the Authority, receive additional compensation for time spent.

Section 2. The Authority shall pay all costs associated with such training courses, including tuition and required textbooks and/or lab fees.

Section 3. The Authority will cover the cost of any license or certification fee, including renewal fees, which an employee is required to have and maintain in the course of their employment with the Authority.

### ARTICLE 32

#### MISCELLANEOUS

Section 1. The Authority will continue to provide vehicles, insured by the Authority, for

use by employees who are assigned duties, which include the operation of a motor vehicle to perform Authority business,

Section 2. Effective January 1, 2007, employees who are requested to use their own vehicles from time to time in the course of Authority business, shall receive payment of .48 cents per mile. No employee shall be reimbursed for use of a personal vehicle without prior approval of the Executive Director or his designee.

### ARTICLE 33

#### SEVERABILITY

Section 1. If any Article or Section or part thereof of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain full force and effect; and to this end the provisions of the Agreement are hereby declared to be severable.

Section 2. If any Article or Section or part thereof is held invalid or enforcement of or compliance with which has been restrained, the parties shall enter into immediate negotiations after receipt of written notice of desired amendments by either the UCUA or the Union for the purpose of arriving at mutually satisfactory replacement of such Article or Section or part thereof during the period of invalidity or restraint.

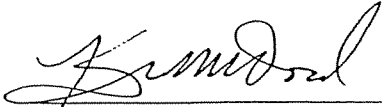
### ARTICLE 34

#### TERM AND RENEWAL

The term of this Agreement shall be from January 1, 2006 through December 31, 2008, and from year to year thereafter; subject to a written notice, pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission., from either party to the other of the desire to change or amend this Agreement.

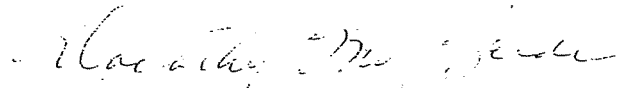
IN WITNESS WHEREOF, the parties have caused the said to be  
executed by its respective officers or agents on this 19<sup>th</sup> day of March 2008.

For Authority

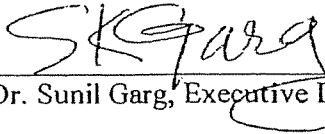


Kraig M. Dowd, Esq.

For Local



Dorothy McBride, IUE-CWA  
Local 81427



Dr. Sunil Garg, Executive Director

Sunil K. Garg, Ph.D., Esq.  
Executive Director



APPENDIX "A"

<u>Union County Utilities Authority</u>			
<u>IUEE Employees Salaries as of the January 1, 2005</u>			
	2006	2007	2008
Employee Name	Base Salary	Base Salary	Base Salary
Anita Novy *Senior Bookkeeper	\$68,463.90	\$71,202.45	\$74,050.55
Minerva Rosa Secretary	\$47,156.29	\$49,042.54	\$51,004.25
(a) calculated at 4.0% Per Annum			

\* Current rate for Senior Bookkeeper (Anita Novy) is to be redcircled and eliminated when Ms. Novy no longer works for UCUA. During term of this contract, Miss Novy to receive general wage increases.

**PLACEMENT AND MOVEMENT  
ON WAGE SCALE**

Progression along the Wage Scale shall continue to occur on the employee's Date of Hire with the Authority provided that the employee has received a satisfactory evaluation. These anniversary Step increases will be factored into the retroactive payments due for calendar year 2000.

All employees will continue their normal anniversary date progression along the Wage Scale from the point at which they were placed on January 1, 2000. Each employee will be advised in writing, at least thirty (30) calendar days before the employee's anniversary date, of unsatisfactory performance which, if not corrected, could result in the employee's Step Increase being withheld.



APPENDIX "B"

1. Effective January 1, 2006, the salary ranges for the following positions are as follows:

Senior Solid Waste Enforcement Officer:	\$35,360.00-\$46,800.00
Solid Waste Enforcement Officer:	\$29,120.00-\$37,440.00
Secretary:	\$20,800.00-\$47,840.00

2. For the calendar years 2006, 2007 and 2008, the salaries for the employees listed in paragraph 1 of this Appendix "B" shall be increased by 4% effective January 1<sup>st</sup> of each year.