

Bayshore Regional Sewerage Authority
100 Oak Street
Union Beach, N.J. 07735

Contract no. 525

A G R E E M E N T

Between

BAYSHORE REGIONAL SEWERAGE AUTHORITY

And

GROCERY, CANDY, FOOD PROCESSING, ALLIED
INDUSTRIES, WAREHOUSE & DISTRIBUTION WORKERS

AFFILIATED WITH:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

APRIL 1, 1990 - MARCH 31, 1993

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This Agreement, made and entered into on the _____ day
of _____ 1990 by and between THE BAYSHORE REGIONAL
SEWERAGE AUTHORITY, a political subdivision, having its principal business
facility located at 100 Oak Street, Union Beach, New Jersey 07735
(hereinafter referred to as "Authority"), and Local Union 641, Merchandise
Drivers, Grocery, Candy, Food Processing, Allied Industries, Warehouse and
Distribution Workers affiliated with International Brotherhood of
Teamsters, Chauffeurs, Warehousemen & Helpers of America, a labor
organization having its offices located at 255 Route #3 East, Secaucus,
New Jersey 07094 (hereinafter referred to as "Union").

The term "Employees" shall be interpreted to include both male and
female employees, and when the masculine gender is used in reference to
employees, it shall be interpreted to be applicable to both male and
female employees.

W I T N E S S E T H:

WHEREAS, the parties hereto have negotiated hours of work, wages and
working conditions relative to the employees of the Authority represented
by the Union; therefore, in consideration of mutual covenants exchanged by
and between the Union and the Authority, the parties agree as follows:

Article 1

Recognition

In accordance with the "Certificate of Representative" of the Public
Employment Relations Commission dated November 23, 1976 (docket
No.RO-76-158), the Authority recognizes the Union as the exclusive
collective negotiations agent in matters pertaining to wages, hours of
work, and other conditions of employment for all professional employees,
including the Chemist, and all non-professional employees, employed by the
Authority including sewage treatment plant operators, electrician,
laboratory technicians, maintenance mechanics, mechanics, helpers,
laborers, purchasing-inventory clerk, office and clerical personnel.
Excluded are managerial executives, confidential employees, craft
employees, work study employees, temporary employees, trainees, police and
supervisors within the meaning of the Act.

Article 2

Dues Deductions

(a). The Authority agrees to deduct from the wages or salaries of its
employees, subject to this agreement, dues for the Union. Such deductions
shall be made in compliance with chapter 310, Public Law of 1967, N.J.S.A.
52:14-15.9 (e) as amended. Said monies together with records of any
corrections shall be transmitted to the Union office by the fifteenth (15)
day of the monthly pay period in which deductions were made.

(b) If, during the life of this agreement, there shall be any change
in the rate of membership dues, the Union shall furnish to the Authority,
written notice prior to the effective date of such change and shall
furnish to the Authority, either a new authorization from each of its
members showing the authorized deduction for each employee or an official

notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

(c) The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Executive Director of the Authority. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon wage or salary deduction authorization cards submitted by the Union to the Authority or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

(d) The amount of dues will be certified to the Authority by the Secretary-Treasurer of the Union.

ARTICLE 3

PROBATIONARY EMPLOYEES

(a) All newly hired employees shall be on probation for a period of ninety (90) days following their calendar date of hire. The Authority shall have the right to increase the aforesaid probationary period of any additional period not to exceed thirty (30) days if such extension is agreed to by the Union. A leave of absence for any reason, including sickness, will extend the probationary period by the number of days of absence taken.

(b) During the probationary period, an employee may be discharged for any reason which need not be stated by the Authority and, in which event, there is no recourse by the Union or any employee to the grievance or arbitration procedures in this Agreement.

(c) Unless specifically provided otherwise in this Agreement, during the probationary period, employees will be entitled to receive no paid benefits other than wages and will receive no credit for paid benefits following the probationary period.

Employees shall, following their probationary period, accrue seniority credits from the date of hire in order to determine their anniversary dates for vacation purposes.

(d) After the first ninety (90) days of the probationary period, employees will be entitled to receive holiday pay for any holidays occurring during the following days of the probationary period, if any.

(e) Continuous possession of a valid New Jersey Automobile drivers license shall be a condition of employment for all employees hired after April 1, 1984.

ARTICLE 4

HOURS OF WORK AND WORK WEEK

(a) The normal work day shall consist of eight (8) hours of work per day for plant employees exclusive of a one-half (1/2) hour unpaid luncheon period, and seven (7) hours of work per day for office personnel. The normal work week shall consist of forty (40) hours of work per week or five (5) eight (8) hour days of work for plant employees; and thirty-five (35) hours of work per week or five (5) seven (7) hour days of work for office personnel. For all purposes in this contract, the work week shall begin at 8:00 A.M. each Sunday. A work day shall begin at 8:00 A.M.

(b) Employees will be paid by check every week on Thursday. In the event Thursday is a holiday, employees will be paid the preceding work day.

(c) The unpaid luncheon period of the office personnel will be staggered so that the office is staffed and open during the lunch period.

(d) The Authority shall have the right to establish, change, modify and/or discontinue shifts as it determines necessary for the operation of the facility, and it shall have the right to establish and change shift hours. Except in cases of emergency, the Authority shall give one (1) week's notice of shift hour changes.

(e) The work day on which a scheduled shift starts shall determine the hourly rate applicable for all work on that shift, including overtime, even though the hours worked may run to another work day.

(f) Employees who work twelve (12) consecutive hours or more will receive three dollars and fifty cents (\$3.50) meal allowance.

(g) If the Authority is notified at least two (2) hours before a shift that there will be an opening on a shift, the Authority will notify an employee to fill the shift before the start of the shift, or permit the called employee to report up to one hour late without penalty.

(h) Some employees are required to work shifts and/or have days off other than Saturday and Sunday. Shifts and days off for those employees will be posted and bid for annually. Shift bids will be for a one year period starting and ending at the first work week in every new year. Shifts and days off will be assigned according to seniority.

ARTICLE 5

OVERTIME AND PREMIUM PAY

(a) Time and one-half the employees' regular straight time rate of pay will be paid to employees for all hours worked in excess of eight (8) hours in any work day or in excess of forty (40) hours worked in any work week.

(b) Time and one-half the employees' regular straight time rate of pay will be paid to employees for all work done on the sixth day worked in the work week, and double time the employees' regular straight time rate of pay will be paid to for all work done on the seventh day worked in the work week. The sixth day shall be defined as the first scheduled day off in the week that is worked and the seventh day is defined to mean the second scheduled day off in the week that is worked, provided that the sixth day has been worked. This clause will apply only where the Authority maintains a six (6) day or seven (7) day operation.

(c) Time and one-half the employees' regular straight time rate of pay will be paid for Saturday and Sunday work as such, unless sixth and seventh day premium pay shall be payable therefore under the other provisions of this Agreement, in which case the sixth or seventh day premium rate, whichever is applicable, shall be paid in lieu of time and one-half. Both parties agree that this subsection "C" is to continue to apply only when the Authority maintains a five (5) day Monday thru Friday operation.

(d) There shall be no pyramiding of overtime rates; that is, overtime shall not be required on overtime or on holidays or other premium rates.

(e) Overtime shall be divided as equally as practicable among the employees qualified to do the work. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

(f) The Authority may schedule work immediately before or after an employees regular shift. Any hours worked as such will be paid at time and one half the regular hourly rate. Scheduled overtime will not be considered a call out. Employees who are recalled from home to work after completing their regular shift shall receive for such "call-out", two (2) hours work or two (2) hours pay in lieu thereof, at the time and one-half rate of pay. Employees shall be required to perform only the job for which they were called out and, in addition, any emergency which arises. The Authority shall post weekly, a list of employees available for "call-outs" and employees are obliged to respond to and comply with the "call-out" requirement.

(g) When the Mechanics and Electrician are working on premium hours and all the mechanics have been asked and helpers are needed, then the Authority will use the Maintenance Men, allowing them to get a fair share of overtime.

ARTICLE 6

PART-TIME EMPLOYEES

(a) The term "part-time employees" means any employees hired after the execution of this Agreement whose regular work week involves twenty (20) or fewer hours of work.

(b) The Authority has the right to hire part-time employees and schedule such days and hours for part-time employees as it determines. The Union has the right to grieve if this provision is abused.

ARTICLE 7

HOLIDAYS

(a) The Authority shall provide all of the employees covered by this Agreement, except probationary employees during the first ninety (90) days of the probationary period, the following holidays with full pay at the employees' regular straight time rate of pay, though no work is performed on such days:

- | | |
|---------------------------|--------------------------------|
| (1) New Year's Day | (8) Election Day |
| (2) Washington's Birthday | (9) Thanksgiving Day |
| (3) Good Friday | (10) Friday after Thanksgiving |
| (4) Memorial Day | (11) Christmas Eve |
| (5) Independence Day | (12) Christmas |
| (6) Labor Day | (13) New Year's Eve |
| (7) Veterans Day | |

Employees will be entitled to two (2) Personal Days in each year of this contract. One personal day per year may be taken with 24 hours notice; employee's must give one (1) week's notice prior to taking remaining Personal Days.

(b) If work is performed on any of the aforementioned holidays, the employee performing the work shall receive time and one-half his regular straight time rate of pay for all hours worked on the holiday in addition

to the aforementioned holiday pay. Staffing on Holidays will be determined by the Authority.

(c) In order to qualify for holiday pay, the employee must work the last scheduled day before and the first scheduled day after the holiday, unless an approved absence has been authorized in writing by the Authority, or present a Doctors note for the absence.

(d) If a holiday occurs during an employee's scheduled day off, the employee shall receive, at the Authority's discretion, either an extra day's pay at the employee's regular straight time rate of pay or an extra day off with pay. If a holiday occurs during an employee's scheduled vacation period, the employee shall receive at his discretion, either an extra day's pay at the employee's regular straight time rate of pay or may schedule an extra day off with pay as long as no hardship to the Authority is thereby created. Any days taken in lieu of a Holiday must be taken within two (2) weeks of the Holiday.

(e) Notwithstanding anything to the contrary contained in this article, part-time employees shall not be entitled to receive any payment for an unworked holiday. However, part-time employees shall receive the holiday pay as described in paragraph (b) above in addition to his or her straight time rate of pay for all hours worked, in the event work is performed by the part-time employee on any of the aforementioned Holidays.

(f) The Authority shall give preference to full-time employees in assigning holiday work.

ARTICLE 8

VACATION

(a) Vacations with pay shall be provided to eligible full-time employees who qualify for same. The vacation benefits shall be determined in accordance with the following schedule:

<u>Period of Continuous Employment</u>	<u>Amount of Vacation</u>
Up to six months employment.	0 days
After six months employment, provided date of hire precedes April 1, of a calendar year	5 days
After one (1) year employment, commencing with the date of hire	10 days
After five (5) years employment, commencing with the date of hire	15 days
After seven (7) years employment, commencing with the date of hire	16 days
After nine (9) years employment, commencing with the date of hire	17 days
After ten (10) years employment, commencing with the date of hire	20 days

(b) Vacation pay shall be at the employees regular straight time rate of pay multiplied by 8 hours per day for plant employees and 7 hours per day for office employees.

(c) In scheduling vacations, the Authority, wherever possible, will grant employees' preferences; provided, however, that the Authority shall have the right to schedule vacations so that it has a minimal adverse effect on efficient operation and management of the Authority's facility. If more than one employee in the same Department or on the same shift requests the same vacation dates, and the Authority determines that all such requests cannot be granted, vacation requests will be granted according to seniority.

(d) Employees must request their desired vacation time by March 1st of each year of the contract. Such notice shall be in writing directed to the Authority. All vacation time accrued must be taken during the calendar year of accrual in increments of at least five (5) consecutive days. Vacations will be scheduled from Sunday through Saturday.

(e) In the event an eligible employee is laid off for any period during his vacation year, he shall receive a pro-rated vacation benefit computed on a monthly basis for any period he worked during a vacation year.

(f) In the event an eligible employee's services are terminated for any reason, or if the employee quits, he shall be entitled to any vacation benefits which has accrued during the vacation year prior to his termination, and any personal Days not yet taken; provided, however, that in the case of a quit, not less than two (2) weeks prior written notice of resignation is given to the Authority. In the event of the death of an employee, his personal representative shall receive his accrued pro-rata vacation benefits and remaining personal Holidays upon submission of proper instrument or authority. In the event of the retirement of an employee, he shall receive his accrued pro-rata vacation benefit up to the date of retirement, and any remaining personal Holidays.

(g) Part-time employees, who are otherwise eligible for vacation benefits, shall, after not less than one (1) years continuous employment, receive a pro-rated five (5) days vacation pay on the basis of the number of days hired to work during the work week.

(h) In the event an eligible employee is on a leave of absence, the period spent on such leave of absence shall not be included in determining the employees anniversary year for vacation purposes and shall not be credited as time worked for purpose of vacation time accruals; provided, however, that if the leave of absence is caused by an injury sustained by the employee within the scope of his or her employment with the Authority, the period spent on such leave of absence up to six (6) months shall be included in determining the employees anniversary year for vacation purposes and shall be credited as time worked for purpose of vacation time accruals.

(i) On a leave of absence due to disability, the period spent on such disability leave up to three (3) consecutive calendar months, shall be included in determining the employees anniversary year for vacation purposes and shall be credited as time worked for purpose of vacation time accruals.

(j) If an employee cannot take all vacation or personal Days in the year due to a Disability or Workers Compensation, the time not taken will be, at the discretion of the Authority, carried over into the new year or paid.

ARTICLE 9

(a) When a full-time employee loses time from work because of the death of his or her mother-in-law, father-in-law, sister-in-law, or brother-in-law the employee will be paid by the Authority his regular straight time rate of pay for each day so lost from work, up to a maximum of three (3) days, during the period commencing with the day of the relative's death and ending with the day of the funeral or memorial service. If the employee loses time from work because of the death of his or her spouse, father, mother, sister, brother, child, grandfather or grandmother or if the Funeral or Memorial service for one of the above relatives is out of State, the three day maximum leave will be allowed. It is understood that such payment will be made only when the employee attends the funeral or memorial service and for days when the employee is scheduled for work and would have worked except for the death of such relative. It is also understood that if such deaths occur during an employees vacation, this article will also apply, and that the maximum benefit allowance in any case will be three (3) days pay. No payment shall be granted where the employee fails to furnish the Authority with reasonable proof of death; and any request for such payment based on false statements shall subject the offending employee to immediate disciplinary action.

ARTICLE 10

SICK LEAVE

(a) All full-time employees who have completed twelve (12) months of continuous and uninterrupted service as of the execution of this Agreement are entitled to ten (10) days annual sick leave every year of this Agreement. Eligible sick leave will be granted at the beginning of each Calendar year.

(b) All other full-time and new full-time employees shall become eligible to qualify for the same sick leave as provided in paragraph (a) above upon the completion of twelve (12) months of continuous and uninterrupted service, inclusive of the probationary period. Such sick leave benefits shall begin to accrue after the employee becomes eligible and shall be pro-rated on a monthly basis during the first year of his eligibility.

(c) Unused sick leave will be accumulated and not be paid by Company unless used.

(d) On a seven day operational schedule, paid sick days will be considered work days towards the sixth and seventh day premiums.

ARTICLE 11

REST BREAKS

All employees shall receive two (2) fifteen (15) minute rest breaks during their normal work day. The break time shall be at the discretion of the Authority as near the middle of the half day of each work day as may be determined by the Authority.

ARTICLE 12

JOB POSTING

Whenever job openings or newly-created jobs occur, the Authority shall post notices thereof for a period of three (3) working days in such place or places where notices are customarily posted. The notices shall include any schools which an employee might be required to attend. Where employee applicants, as determined solely by the Authority, are equal in ability and qualifications, seniority will prevail. The successful applicant shall be given sixty (60) days trial at such job. An applicant given the right of trial who does not qualify shall be entitled to his former position.

ARTICLE 13

SAFETY AND HEALTH

(a) The Authority shall continue its present policy and requirements of pre-employment physical examinations. It shall pay the entire cost of such examination. Such pre-employment physical examination must be performed within ten (10) days prior to the employees starting date of employment.

(b) The Authority shall have the right at its expense to have its physician make a physical examination of any employee at any time the Authority determines it is necessary to insure the maintenance of proper health and sanitary standards at the Authority's premises. Employees shall submit to such examination and tests as the physician desires at the Authority's expense. The employee shall also make available, promptly, such pertinent medical records that the Authority's physician determines are necessary to properly evaluate the employee's ability to work. In case of dispute between a physician selected by the Authority and the employee's physician as to the employee's condition, the parties agree to permit an examination by an impartial or third physician to resolve the dispute if the Union so requests. The third physician shall be agreed upon by the Authority and the Union, and shall make a determination that shall be binding on the Authority, the Union, and the employee. The cost of the examination by the third physician shall be borne equally by the Union and the Authority. The remedy herein provided shall be exclusive with regard to all disputes as to the physical condition of the employees. Disputes subject to the resolution procedure herein provided shall not be subject to the grievance and arbitration procedure contained in Article 19 of this agreement. The Authority reserves the right to take action against an employee based on the report of the Authority's physician pending the report of the third physician. If the third physician determines that the employee may return to work, then the employee shall receive the regular wage that would have been paid during the period the employee did not work and the third physician's finding.

(c) The Authority shall provide and pay for all tetanus and typhoid inoculations and boosters required of its employees.

(d) A safety committee, consisting of two (2) people designated by the Union and two (2) people designated by the Authority shall be continued for the purpose of discussing conditions at the Authority's facility and recommending measures to improve and maintain the health and safety of its employees.

(e) The Authority shall supply a clean uniform each day to all plant employees whose job requires same.

(f) Each plant employee is required to wear steel toe safety shoes and safety glasses. The Authority shall schedule a shoe-mobile at the plant at various times through the year. Employees may purchase from an approved selection of shoes up to two pairs of steel toe safety shoes per calendar year.

(g) The Authority will allow \$100.00 to each employee to visit a doctor of their choice once a year to have a physical examination.

(h) One pair of prescription safety glasses will be provided to employees presenting a prescription for themselves no more that two (2) months old in the first and third year of the contract. Damaged glasses will be repaired to a limit of once in each year of the contract. If the employee has a change of prescription in the second year, a new pair of glasses to the new prescription will be provided.

(i) Safety regulations established by the Authority must be followed at all times.

ARTICLE 14

SENIORITY

(a) Seniority shall be defined as the continuous length of employment of the employee with the Authority from his date of last hire. At the expiration of the probationary period, the employee's seniority shall date from the date of his last hire.

(b) Seniority shall prevail in the matter of selection of vacations and holidays; and also in promotions, demotions, transfers and layoffs, provided that qualifications and ability, as determined solely by the Authority, are equal.

(c) An employee shall lose his seniority rights for any one of the following reasons:

- (1) if an employee quits; or
- (2) is discharged for proper causes; or
- (3) does not return to work in seventy-two (72) hours when recalled unless excused for illness or other valid reason; or
- (4) is absent for two (2) or more consecutive days or shifts without notifying his Supervisor or other superior, unless the employee can establish that it was impossible to so notify his Supervisor or other superior; or
- (5) is laid off for at lease twelve (12) months with up to 2 years service, or is laid off for at lease twenty-four months with 2 or more years of service ; or
- (6) is absent due to a disabling accident or illness extending beyond twelve (12) consecutive months, during which the employee cannot hold other employment. Seniority may however be extended by written consent of both the Union and the Authority.
- (7) leaves the bargaining unit for a period of at least three (3) months to accept jobs excluded from the bargaining unit.

ARTICLE 15

JURY DUTY

Employees performing jury duty shall receive the difference in pay between the amount received for the jury service and their base wages (excluding any overtime, holiday pay, etc.) which they would have earned on the particular day involved, where such jury service falls on their regular scheduled work days. Employees not called for jury service on any day of their jury duty, must report for their regular shift on that day.

Employees called for jury duty must notify their Supervisor or other superior at least one week prior to the date they are to report to jury duty and must furnish a copy of the summons.

ARTICLE 16

MANAGEMENT PREROGATIVE

(a) Except as specifically modified, delegated or granted in this Agreement, all rights and powers the Authority had, whether or not exercised, prior to the execution of this Agreement, shall be retained by the Authority and remain exclusively in the discretion of the Authority. Included in such rights, but not limited thereto, is the Authority's right to manage and operate its facility; to contract for or subcontract work and/or services unless there are qualified employees whom the Authority deems to be available and able to perform the work; to direct the activities of the working force and to determine its size; to add, change or terminate departments or working shifts; to hire, transfer, promote and lay off employees; to discipline and discharge members of the working force for just cause or reason; to introduce new methods or operation and administration; to determine, establish or modify job standards; to automate any and all of its facilities or equipment; to introduce and change machinery, equipment and technical apparatus; to discontinue or start any operation, department or service which it deems desirable and to determine the method and equipment to be used for rendering all necessary services or otherwise operating its facility.

(b) All employees are required to comply with the rules, regulations and personnel policies of the Authority.

(c) Management has the right to decide if work will be performed by the B.R.S.A. employees or contractors. If qualified employees are not available on or off the premises, Management may perform the work while using the opportunity for demonstration and instruction of B.R.S.A. employees. It is not the intent of B.R.S.A. to discipline or disqualify employees who are not capable of performing the job.

ARTICLE 17

MAINTENANCE OF STANDARDS

Subject in all cases to the rights of the Authority under Article XVI of this Agreement, the Authority will continue in effect for the duration of this Agreement any practice involving working conditions, not covered by this Agreement, the existence of which practice has heretofore been acknowledged as a permissible practice by the Authority unless it shall have been mutually agreed that the continuance of the practice is unreasonable.

ARTICLE 18

NON-DISCRIMINATION

The Authority and the Union agree that there will be no discrimination against any employee on account of race, color, national origin, sex, age or creed.

ARTICLE 19

GRIEVANCE AND ABRITRATION

(a) Any grievance arising out of the interpretation, construction or application of any provision of this Agreement, shall be settled in the following manner:

(1) The employee having a grievance shall immediately discuss same with his immediate supervisor. If the grievance is not fully resolved on this informal basis, the employee shall, within two (2) working days from the date the alleged grievance arose, put his or her grievance in writing and, together with the shop steward, will present said written grievance to the employee's immediate supervisor. Failure to so submit the alleged written grievance within two (2) working days from the date the grievance arose shall constitute a full bar to the employee asserting the grievance pursuant to this Article.

(2) If the alleged grievance is not satisfactorily adjusted pursuant to paragraph (1) above, the written grievance will be taken up within four (4) working days from the date the alleged grievance arose, by the shop steward and the aggrieved employee, with a representative of the Authority other than the employee's immediate supervisor.

(3) If the grievance is not satisfactorily adjusted pursuant to the provisions of paragraph (2) above, the written grievance will be taken up within six (6) working days from the date the alleged grievance arose, by a representative of the Union, the shop steward and the aggrieved employee, with a representative of the Authority. The Authority shall, within four (4) days following such meeting, render a written decision as to its position with respect to the grievance, a copy of which decision shall be submitted to the Union.

(4) If the grievance shall not have been resolved between the parties in accordance with the above grievance procedure, then either the Union or the Authority may, within the (10) working days after the Authority's answer as to the disposition of the grievance pursuant to paragraph (3) above, give written notice to the other party of its desire to arbitrate, and if timely written notice is so served, the matter shall be referred to final and binding arbitration, but not otherwise.

(b) Either the Authority or the Union may request the New Jersey State Board of Mediation, located in Newark, New Jersey, to submit a list of arbitrators from which an arbitrator may be selected in accordance with practices of that Board, and the decision of such arbitrator so selected shall be final and binding upon both parties.

(c) In the event of arbitration pursuant to the provision of this Article, the cost and expense of the arbitrator shall be borne equally by the Union and the Authority.

(d) The Union and the Authority specifically agree that the decision of an arbitrator for any matter submitted under the terms of this Agreement shall not in any way alter, modify, substitute or change the terms of this Agreement.

(e) Only the Union and the Authority shall have the right to request arbitration.

(f) The parties hereto agree to expedite the grievance and arbitration procedures to the end that any controversy will be settled at an early a date as possible.

(g) In the event an arbitrator in his decision should award any pay or any benefit to an employee(s), it is agreed that there shall be deducted from said award any earnings or benefits the employee(s) earned elsewhere during the period involved.

ARTICLE 20

DISCIPLINE AND DISCHARGE

The Authority retains the right to discipline or discharge employees, who have completed their probationary period, for just cause. The right to discipline includes the right to issue oral or written reprimands or warnings, or suspensions. This Article is subject to Article XIX.

Employees can see his or her personnel file upon request. Any written reprimands over 18 months old will not be used for disciplinary action.

ARTICLE 21

NO STRIKE - NO LOCK OUT

(a) It is agreed that the Union, its officers and representatives and the employees covered by this Agreement, will not strike, slow down, picket, engage in job actions or in any other way interfere will or interrupt the Authority's operation of the facility during the term of this Agreement.

(b) The Authority agrees that there will be no lock-out of employees during this Agreement.

(c) Should there be a strike, slow down, picketing, job action or interruption or interference with the Authority's operations or violations of this Article in any manner by the Union and/or the employees covered hereunder during the the term of this Agreement, the Union, by its officers, agents and shop stewards, shall immediately declare, in writing, the strike, slow down, picketing, job action, or interference with operations illegal and unauthorized and order said employees to immediately cease the said activity and to resume their full job activities. The Union agrees further to cooperate with the Authority, to remedy any such situations by immediately giving written notice to the Authority and the employees involved declaring the said activity unlawful and directing the employees to return to work.

(d) The Authority shall have the right to take such disciplinary action which it deems necessary against any or all of the employees who participate in the aforementioned improper activity and such participation shall constitute just cause for discharge.

ARTICLE 22

WAGES AND SALARIES

(a) The wages and salaries for all job classifications covered by this Agreement are set forth in Schedule "A" of the Appendix attached hereto and shall remain for the period of this Agreement.

(b) The Authority will allow a day off for employees taking a State license examination at their regular day's pay.

(c) An employee using his vehicle for company business will receive mileage allowance, as prescribed by I.R.S. standards.

(d) Whenever a new job is established or there is a substantial change in the duties of an existing job, the Authority shall determine the duties thereof. The rate of pay for such new or changed job shall be negotiated between the parties.

(e) if any employee performs work for more than two (2) hours in any one (1) day in a job other than his regular job, and that job carries a higher rate of pay, the employee shall receive such rate for the entire day.

(f) Rates for employees working on the four to twelve (4 to 12) shift shall be thirty (.30) cents per hour more than rates paid for similar work performed on the day shift. Rates for employees working on the midnight to eight (12 to 8) shift shall be thirty-five (.35) cents per hour more than rates paid for similar work performed on the day shift. Those employees assigned to the four to twelve or midnight shifts due to the shift bid will receive the above shift differential during vacation, holidays, personal days, sick hours, and other regular hours of that shift.

(g) The Authority agrees to pay the cost of tuition for employees to obtain their New Jersey State Operator's License. After an employee secures each such license, he shall receive an increase of three (3) percent over his rate of pay for an S-1 license; he shall receive an increase of five (5) percent over his rate of pay for an S-2 license; he shall receive an increase of six (6) percent over his rate of pay for an S-3 license; and he shall receive an increase of seven (7) percent over his rate of pay for an S-4 license. These percentages will apply to all hourly wage increases of this contract and are not additive.

If an employee quits his employment with the Authority within one (1) year after obtaining any such license, he shall be responsible to reimburse to the Authority, the cost of the tuition which the Authority has paid. It is agreed that each employee will execute an agreement to this effect with the Authority upon his request for payment of tuition costs. Operating licenses must be renewed annually and copies supplied to the Authority. Employees who have received a license Bonus under a previous contract will receive their previous bonus amount plus any across the board increment until the new license bonus rate catches up with them. Any newly licensed employees will be paid under the new schedule, including upgrading.

ARTICLE 23

LEGALITY

If any provision of this Agreement shall be held or adjudicated illegal, or in violation of any present or future law, such adjudication shall not invalidate any other portion or provision of this Agreement, nor relieve either the Union or the Authority from their respective liabilities under this Agreement. In the event that any portion of this Agreement is held illegal as above mentioned, the Union and the Authority agree to meet promptly in order to negotiate a proper and legal substitute.

ARTICLE 24

COMPLETE AGREEMENT

This Agreement contains the full understanding between the Union and the Authority and shall be binding upon all of the employees within the bargaining unit. The Authority agrees not to enter into any agreement with the employees which in any way conflicts with the terms and provisions of this Agreement. This Agreement may not be modified except by a written understanding mutually acceptable to the Union and the Authority.

ARTICLE 25

WELFARE PLAN

A) FULL TIME EMPLOYEES

1. The Authority agrees to continue to provide a Comprehensive Medical/Hospitalization plan such as Blue Cross-Blue Shield Medallion; or a plan with equal or better coverage. The Authority will also provide a comprehensive dental insurance plan. The Authority will pay premiums for the above two insurance plans.

2. An Eyeglass plan for employees and their dependants will be provided by the Authority. All family members covered under the health benefits plan shall be included. Benefits shall be paid according to the following schedule for each family member one every twelve months.

Comprehensive Eye Examination	\$35.00
Frames (per family member once every 24 months)	\$15.00
Lenses - Single vision	\$15.00
Bifocal (single)	\$30.00
Bifocal (double)	\$60.00
Trifocal	\$45.00

3. A prescription plan, with co-pay provision will be provided to all eligible employees and their dependants. The premiums for the above two plans will be paid for by the Authority. The Authority reserves the right to cancel this plan and substitute a plan, offered by a different carrier, that provides equivalent or better benefits.

4. The Authority will continue the existing practice of providing full pay for eligible employees absent due to on the job injury or illness. The Authority shall pay to each employee the difference between workers compensation or disability insurance, as the case may be, and the employees normal pay, based on the employees hourly base rate. Such payments shall commence on the day the employee begins to receive workers compensation or disability payments, as the case may be, and shall continue to a maximum of thirty calendar days per calendar year. This

provision will not take the place of sick pay as provided in article 10. When an employee is absent due to disability, sick or personal time may be taken for the first seven calendar days that are not covered, or will otherwise not be paid.

B) RETIREES

1. The Authority will provide Medical/Hospitalization Insurance to all eligible retiring employees, and their dependants covered under the program, with 20 (twenty) years or more of credited service, or are retiring on a disability pension based on fewer years of service credit in such retirement system.

2. Because of the present composition of the work force, the Authority will provide Medical/Hospitalization Insurance to its retiring employees who were hired before April 1, 1987, as follows. For employees retiring with fifteen (15) years or more of service and attaining the minimum age of sixty two (62) the coverage shall be for the individual employee only (single coverage). This coverage shall not be changed during retirement. Employees retiring with ten (10) or more years of service and attaining the minimum age of sixty five (65) may continue the coverage in force at the time of retirement.

3. At age sixty five, all retirees must enroll in Medicare, and will be provided with Med/Hosp. coverage under the carve out program.

ARTICLE 26

DURATION

(a) This Agreement shall become effective on the first day of April 1, 1990 and shall continue in full force and effect, and expire on the Thirty-first day of March, 1993.

(b) This Agreement shall continue in full force and effect for an additional period of one (1) year thereafter unless written notice of termination or modification is given by the party desiring the same to the other party at least sixty (60) days prior to the expiration date provided in this Agreement. The procedure to be followed in the event such notice of termination or modification shall be given, is the procedure set forth in the National Labor Relations Act, as amended.

IN WITNESS WHEREOF, the parties have hereunto, by their duly Authorized representatives, executed this agreement the day and year first above written.

BAYSHORE REGIONAL SEWERAGE AUTHORITY

DATED: 5/21/90

by: Francis X. Shields

Francis X. Shields, Chairman

I.B.T. Local #641-Merchandise Drivers
Grocery, Candy, Food Processing, Allied
Industries, Warehouse & Distribution
Workers.

DATED: 5/29/90

by: Martin Gillen

Martin Gillen, Vice President

APPENDIX

SCHEDULE "A"

	As of 4-1-90 after One (1) year	Starting Rate	After Ninety (90) days	After Six (6) months
CHEMIST	13.73	13.13	13.43	13.73
ELECTRICIAN	13.65	13.05	13.35	13.65
MECHANIC ELECTRICIAN (*1)	13.65	13.05	13.35	13.65
SENIOR LAB TECHNICIAN	13.28	12.68	12.98	13.28
LABORATORY TECHNICIAN	12.53	11.93	12.23	12.53
LABORATORY HELPER	11.25	10.65	10.95	11.25
UTILITY MAN	12.00	11.40	11.70	12.00
OPERATOR (*2)	12.16	11.56	11.86	12.16
LABORER	10.95	10.35	10.65	10.95
PURCHASING INVENTORY CLERK	10.15	9.55	9.85	10.15
CLERICAL	10.15	9.55	9.85	10.15
SECRETARY- CASHIER	12.65	12.05	12.35	12.65
PAYROLL, ACC./PAY TYPIST CLERK	11.94	11.34	11.64	11.94

*1- Hourly Rate for D. Weist to be Rate plus \$1.69

*2- Hourly Rate for R. Kopka to be as per Article XXII.

S C H E D U L E "B"

	As of 4-1-91 after One (1) year	Starting Rate	After Ninety (90) days	After Six (6) months
CHEMIST	14.48	13.88	14.18	14.48
ELECTRICIAN	14.40	13.80	14.10	14.40
MECHANIC ELECTRICIAN (*1)	14.40	13.80	14.10	14.40
SENIOR LAB TECHNICIAN	14.03	13.43	13.73	14.03
LABORATORY TECHNICIAN	13.28	12.68	12.98	13.28
LABORATORY HELPER	12.00	11.40	11.70	12.00
UTILITY MAN	12.75	12.15	12.45	12.75
OPERATOR (*2)	12.91	12.31	12.61	12.91
LABORER	11.70	11.10	11.40	11.70
PURCHASING INVENTORY CLERK	10.90	10.30	10.60	10.90
CLERICAL	10.90	10.30	10.60	10.90
SECRETARY-CASHIER	13.40	12.80	13.10	13.40
PAYROLL, ACCOUNTS PAYABLE TYPIST CLERK	12.69	12.09	12.39	12.69

*1- Hourly Rate for D. Weist to be Rate plus \$1.69

*2- Hourly Rate for R. Kopka to be as per Article XXII.

SCHEDULE "C"

	As of 4-1-92 after One (1) year	Starting Rate	After Ninety (90) days	After Six (6) months
CHEMIST	15.23	14.63	14.93	15.23
ELECTRICIAN	15.15	14.55	14.85	15.15
MECHANIC ELECTRICIAN	15.15	14.55	14.85	15.15
SENIOR LAB TECHNICIAN	14.78	14.18	14.48	14.78
LABORATORY TECHNICIAN	14.03	13.43	13.73	14.03
LABORATORY HELPER	12.75	12.15	12.45	12.75
UTILITY MAN	13.50	12.90	13.20	13.50
OPERATOR (*2)	13.66	13.06	13.36	13.66
LABORER	12.45	11.85	12.15	12.45
PURCHASING INVENTORY CLERK	11.65	11.05	11.35	11.65
CLERICAL	11.65	11.05	11.35	11.65
SECRETARY-CASHIER	14.15	13.55	13.85	14.15
PAYROLL, ACCOUNTS PAYABLE TYPIST CLERK	13.44	12.84	13.14	13.44

*1- Hourly Rate for D. Weist to be Rate plus \$1.69

*2- Hourly Rate for R. Kopka to be as per Article XXII.

MEMORANDUM OF UNDERSTANDING

The Bayshore Regional Sewerage Authority (The Authority) and Merchandise Drivers, Grocery, Candy, Food Processing, Allied Industries, Warehouse and Distribution Workers, Local 641 (The Union) entered into a collective bargaining agreement dated April 1, 1990 and expiring March 31, 1993.

In the interest of settling certain disputes regarding working conditions and contract language, the Authority and The Union agree that the following contract provisions shall effective July 1, 1991, replace the existing language:

Article 10 Sick Leave paragraph (b)

All other full time and new full time employees shall become eligible to qualify for the Sick Leave benefits upon completion of twelve (12) months of continuous and uninterrupted service, inclusive of the probationary period. Such Sick Leave shall begin to accrue after the employee becomes eligible, and shall be earned and pro rated on a monthly basis for the balance of the year in which he or she becomes eligible. These employees, after the year in which they become eligible, shall be granted Sick Leave at the beginning of the calendar year as stated in (a).

Article 12

Job Posting

Whenever job openings or newly-created jobs occur, the Authority shall post notices thereof for a period of three (3) working days in such place or places where notices are customarily posted. The notices shall include any schools which an employee might be required to attend. Where employee applicants, as determined solely by the Authority, are equal in ability and qualifications, seniority will prevail. The successful applicant shall be given sixty (60) days trial at such job. The Authority, in its sole discretion, shall determine whether the applicant has qualified for the posted position, and shall have the right to extend the trial period with notification and consent of the Union to further review the performance of the applicant. If the applicant has bid for a higher paid position, he shall receive his existing rate of pay during the trial period. If the applicant successfully completes the trial period, he shall become eligible to receive the full rate of pay for the position. If the applicant has bid for a lower paid position, he shall receive the full rate of pay for the position bid during the trial period. An applicant given the right of trial who does not qualify shall be entitled to his former position.

The Authority and The Union agree that this Memorandum of Understanding shall not apply retroactive of its effective date. The parties further agree that neither party shall be compelled in the future to engage in any other mid-term negotiations or contractual modifications solely on the basis of the parties having done so on this occasion.

9/26/91

date

Martin Hillen

For The Union

9/23/91

date

James Mc. Boyer

For The Authority