

1037

1990 - 1992

A G R E E M E N T

By and Between

UNION COUNTY UTILITIES AUTHORITY

and

LOCAL 575

AUTOMATIC SALES, SERVICEMEN AND ALLIED WORKERS

Affiliated with

INTERNATIONAL BROTHERHOOD OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMAN & HELPERS OF AMERICA

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 30 1992
RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT, entered into this 1990, by and between Union County Utilities Authority, a Municipal Corporation of the State of New Jersey, located in Union County, New Jersey (hereinafter referred to as the "Authority"), and LOCAL 575, AUTOMATIC SALES, SERVICEMEN AND ALLIED WORKERS, Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, located at 1034 Salem Road, Union, New Jersey (hereinafter referred to as the "Union"), represents the complete and final understanding on all the negotiable issues between the Authority and the Union.

ARTICLE I

RECOGNITION

The Authority recognizes the Union as the exclusive collective negotiations agent for the employees of the Union County Utilities Authority, Recycling Program excluding craft employees, mechanics, supervisors within the meaning of the N.J. Employer/Employee Relations Act, managerial executives, and clerical employees.

ARTICLE II

UNION RIGHTS

Employees shall have the right to organize, join and support their Union for the purposes of engaging in collective negotiations. Employees shall not be discouraged, coerced or discriminated against by the Authority with respect to hours, wages or any term or condition of employment by reason of membership in the Union or participation in any of its lawful activities.

ARTICLE III

MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Authority reserves and retains solely and exclusively all its statutory and Common Law Rights to manage the operations of all employees in the Union County Utilities Authority of Union County, New Jersey, as such rights existed prior to the execution of this or any other agreement with said employees. It is not the intention of the Authority, however, to waive any defense it may have to any Clause herein which purports to contravene any statute now existing or hereafter adopted which declares such matter to be non-negotiable.

The Authority retains the rights invested or conferred upon it pursuant to laws and the Constitution of the United States Government and the Government of the State of New Jersey, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Authority and its properties and facilities and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment and/or assignment and to provide for continued employment or transfers, subject to qualifications and ability to perform the work necessary. Bargaining unit seniority shall be determined as required elsewhere in this Agreement.

3. The exercise of the foregoing powers, rights, authority, duty and responsibility of the Union County Utilities Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States. The Union County Utilities Authority shall have the continued right to rely upon reasonable work rules which it has established and may be modified from time to time in order to suspend, demote, discharge or take other disciplinary action for good and just cause.

ARTICLE IV

WORK HOURS, OVERTIME,
HOURLY RATE, AND CALL-IN

A. WORK HOURS:

1. The normal work week for Drivers and Loaders shall consist of five (5) consecutive days, Monday through Friday.
2. Starting time for Drivers and Loaders shall be 7:30 A.M.
3. The normal work day shall consist of eight (8) hours, which shall exclude a thirty (30) minute unpaid lunch period.

B. OVERTIME:

1. The normal work week shall consist of five (5) days of eight (8) hours each for a total of a forty (40) hour work week, Monday through Friday, inclusive.
2. Time and one-half (1 1/2) the employee's regular straight-time shift rate of pay shall be paid for all hours worked by an employee in excess of forty (40) hours in any work week.
3. Overtime shall be as required and approved by the Recycling Operations Manager.

C. HOURLY RATE:

To compute the base hourly rate for overtime or other purposes, the employee's annual base salary shall be divided by 2080 hours or upon the hourly rate as may be specifically set forth in Schedule "A".

D. CALL-IN TIME:

An employee called in to work at a time other than his or her normal schedule shall be entitled to a minimum of three (3) hours of call-in pay. Call-in time shall mean three (3) hours of straight time or actual hours worked, at time and one-half (1 1/2), whichever is greater.

E. Employees who are out sick shall not be entitled to call-in overtime for the day on which they called in sick.

ARTICLE V

SALARIES

A. . SALARY SCHEDULE:

Salaries for all employees shall be provided for the years 1990 thru 1992 in accordance with Schedule "A", attached hereto.

ARTICLE VI

UNION RIGHTS AND PROBATIONARY PERIOD

A. UNION RIGHTS:

It shall be a condition of employment that all employees of the Authority covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement pay a representation fee to the Union pursuant to XXI.C. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members of the Union in good standing, or pay a representation fee to the Union pursuant to XXI.C.

B. PROBATIONARY PERIOD:

All new employees shall be on probation for a total of ninety (90) days from date of employment. A probationary employee may be terminated without recourse.

ARTICLE VII

WORK IN HIGHER POSITION

A. Any employee assigned to work in a higher job classification shall be compensated for such higher classification.

1. If an employee works in a higher classification for any part of one (1) day, the employee shall be guaranteed four (4) hours of pay at the higher rate for that day or each consecutive day thereafter.

2. Overtime work shall be equally distributed among employees as it is reasonably practical among those capable of performing the work to be done.

ARTICLE VIII

VACATIONS

A. Vacations for full-time employees shall be based upon the following schedule:

VACATION TO BE RECEIVED (AFTER 1-1-90)

Contract year One = 10 days 1990

Contract year Two = 10 days 1991

Contract year Three = 10 days 1992

B. Posting of vacation schedule for those employees desiring to go on vacation during the months of June, July, August and September shall be put up on the bulletin board, and they must make their selections during the one (1) month period of March 1st to April 1st, and then the posting will be taken down.

C. VACATION SCHEDULING:

The Supervisor (department head) shall allot vacation periods in order to assure orderly operations and adequate, continuous service, but will grant vacation periods so far as practicable in accordance with desire and seniority (length of employment with the Authority). Note-no more than two (2) drivers on vacation at one time.

D. All vacations days must be taken during the calendar year earned, except up to five (5) days if approved for carryover into the next succeeding year by the Operations Manager or if the Operations Manager determines it cannot be taken due to excessive work load, in which case, unused vacations may be carried forward into the next succeeding year only.

ARTICLE IX

HOLIDAYS

A. Employees will be given the following paid holidays:

New Year's Day	Thanksgiving Day/Day After
Good Friday	Thanksgiving
Memorial Day	Christmas Day
Independence Day	Labor Day

In addition, employees also will receive one (1) floating holiday per year which the employee may use at anytime during the year in which it was earned. Employees must schedule floating holidays with the Operations Manager in the same manner that vacation days are scheduled.

B. Holidays falling on Saturday will be observed on Friday, and holidays falling on Sunday will be observed on Monday. If a holiday falls during an employee's vacation, the employee will not be charged for a vacation day on the paid holiday.

C. Paragraph B notwithstanding, the holidays above set forth shall be taken on the same day as that taken by State employees. Should the State not celebrate one or more of the holidays set forth in A. above, then said holiday shall be celebrated as set forth in B.

ARTICLE X

SICK AND BEREAVEMENT LEAVE

A. SICK LEAVE:

1. Definition:

Sick days are provided by the Authority to its employees for their welfare and benefit during illness or sickness.

Sick leave time and/or sick days shall never be taken for personal reasons--only in the event of illness.

Sick leave may be utilized by the employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

2. Amount of Sick Leave:

a. For contract year 1990, all Authority employees will be entitled to six (6) days of sick leave.

b. On June 30th of contract year 1990, each employee shall be given the opportunity, at the employee's option, to "sell back" to the Authority up to three (3) unused sick days at one-half (1/2) of the employee's regular rate of pay. If the employee has taken three (3) sick days between January 1 and June 30th this provision will not apply.

c. On December 31st of contract year 1990, each employee shall be given the opportunity, at the employee's option, to "sell back" to the Authority up to six (6) unused sick days at one-half (1/2) the employee's regular pay.

d. For contract year 1991 and 1992, all Authority employees will be entitled to ten (10) days of sick leave.

e. On June 30th of contract years 1991 and 1992 each employee shall be given the opportunity, at the employee's option, to "sell back" to the Authority up to five (5) unused sick days at one-half (1/2) of the employee's regular rate of pay. If the employee has taken five (5) sick days between January 1 and June 30th this provision will not apply.

f. On December 31 of contract years 1991 and 1992, each employee shall be given the opportunity, at the employee's option, to "sell back" to the Authority up to ten (10) unused sick days at one-half (1/2) the employee's regular pay.

g. Once an employee sells sick days back to the Authority, the employee may not buy them back. Any sick leave allowance not taken or sold back to the Authority shall accumulate to the employee's credit from year to year to be used, if and when needed for purposes of sick leave.

3. Reporting of Absence on Sick Leave:

If an employee is absent for reasons that entitle him or her to sick leave, the supervisor shall be notified prior to the employee's starting time.

a. Failure to so notify his or her supervisor may be cause of denial of use of sick leave for that absence and constitute cause of disciplinary action.

b. Absence without notice for three (3) consecutive days shall constitute a resignation.

4. Verification of Sick Leave:

a. An employee who shall be absent on sick leave for three (3) or more consecutive days shall be required to submit acceptable medical evidence substantiating the illness. The Authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required.

c. The Authority may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined at the expense of the Authority by a physician of the Authority's choice. Such examination shall establish whether the employee is capable of performing his or her normal duties and that on the employee's return he or she will not jeopardize the health of other employees. The employee must show medical evidence on returning to work.

5. Work-Incurred Injury:

a. The employee shall be required to present evidence by a certificate that he or she is unable to work from the Authority physician, approved treating physician, or its insurance company physician at the Authority's expense.

b. In the event the employee contends that he or she is entitled to a period of disability beyond the period established by the approved treating physician, or a physician employed by the Authority or by its insurance carrier, then the burden shall be on the employee to establish his or her entitlement to such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or by the final decision of the last reviewing court whose decision shall be binding upon the parties.

6. Record Keeping:

a. The record keeping of sick-day accumulation shall be the function of the Authority. The record shall indicate sick days accumulated to date and sick days taken to date.

b. Every employee has the right to the verification of his or her sick-leave accumulation at any time. The request is to be made to his or her Supervisor.

7. Advancing of Sick Days:

There shall be no advancing of sick days against time to be worked.

B. BEREAVEMENT LEAVE:

1. All permanent full-time employees covered by this Agreement shall be entitled to three (3) days of leave with pay upon the death of a member of his or her immediate family.

2. Immediate family shall include spouse, children, parents, brothers and sisters of the employee.

3. Such bereavement leave shall not be charged against the employee's vacation or sick leave.

4. Subject to the approval of the Operations Manager, and with the consent of the Executive Director, the leave may be extended for a reasonable period of time and shall be without pay or charged against available vacation time.

ARTICLE XI

LEAVE OF ABSENCE

Leaves of absence up to ninety (90) days may be granted to employees when reasons for such leave have been established based upon submission to and recommendation by the Operations Manager with final approval of the Authority. Such leave may be granted at the discretion of the Authority provided it will not interfere with the efficient operation of the department. In unusual cases, a leave of absence may be extended at the discretion of the Authority. All such leaves of absence shall not result in loss of seniority status and shall be without pay. However, vacation and sick days shall not be accrued or compensated for during said absence. It is understood that no individual on leave of absence will be gainfully employed by any other employer, or self-employed.

Upon the employee's return to work the allotted vacation time shall be diminished on a pro rate basis; i.e. ninety (90) days' leave of absence shall result in a loss of twenty-five (25%) percent of the allotted vacation time for that year.

ARTICLE XII

JURY DUTY

If selected to serve on either a Petit or Grand Jury, employees shall be excused from work so that they may serve on the same. During the period of time the employee is performing this public service, that employee shall be entitled to collect his or her full salary less those monies paid to each juror by the courts.

However, if an employee is not empanelled and/or is dismissed for the day (prior to 4:00 p.m.) or does not have to report on a specified day, then, in that event, the employee must report to work. Failure to do so will be considered as an act of insubordination and disciplinary action will be taken (i.e., suspension from work without pay, deduction of pay for those hours not worked and not used to serve on a jury, etc.).

At the termination of jury duty, the employee will have the County Clerk's officer or other officer of the Court certify and attest to the total number of days and the specific dates that the employee actually served on jury duty. Said form shall be provided to the employee through the office of the Authority.

There shall be an understanding by and between the Authority and the members of Local 575 that in the event the Authority can have the members exempted from serving jury duty they may do so.

ARTICLE XIII

TRAINING

A. In-service training may be made available to all Drivers and Loaders as scheduled by the Operations Manager, supervisor or appropriate designee.

B. In-service training is defined as any time allocated by the Operations Manager, supervisor or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employees, including safety training.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Operations Manager and having the grievance adjusted without the intervention of the Union.

3. These grievance procedures do not apply to probationary employees.

B. DEFINITION:

The term "grievance", as used herein, means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual through the Union, or the Authority.

C. STEPS OF THE GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any Step or timeframe is waived by mutual consent.

STEP ONE: The moving party shall present the grievance in writing signed by the aggrieved to the Operations Manager within five (5) working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve this matter. The Operations Manager shall make whatever additional investigation is necessary and shall, within five (5) calendar days after presentation of the grievance give his decision.

STEP TWO: If the grievance is not resolved in Step One, it may be appealed in writing within five (5) working days after receipt of the answer in Step One to the Executive Director or his designee. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) working days of receipt of the appeal unless extended by mutual agreement. The decision of the Executive Director or his designees shall be made not later than ten (10) working days after the Step Two meeting.

STEP THREE-ARBITRATION:

(a) In the event the grievance has not been resolved at Step Two, either party may, within ten (10) working days, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Public Employment Relations Commission.

(b) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

(c) The cost of the services of the arbitrator shall be borne equally between the Authority and the Union if necessary. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(d) The arbitrator shall set forth his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding.

D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next Step. Failure to answer a grievance within the proper time shall move it to the next Step.

E. The arbitrator shall have no authority to add to or subtract from this Agreement when interpreting same.

ARTICLE XV

NO-STRIKE PLEDGE

A. Both parties recognize that work stoppages by Public Employees are illegal and agree that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenant and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Authority.

D. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, i.e., a "wildcat strike" or any job action identified above; the Authority agrees that there shall be no liability on the part of the International or Local Union, or any of their officers or agents, provided that the Union promptly orders its members to return to work. Failure of employees to return to work after being so ordered by the Union shall be cause for dismissal.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in the law or in equity for injunction or damages or both in the event of such breach by the Union.

ARTICLE XVI

DISCHARGE AND DISCIPLINE

A. The Authority and/or its representative will have the right to discharge, suspend or discipline an employee for just cause, to include violations of work rules.

B. In the case of suspension or discharge, the Authority will notify the Union in writing within five (5) working days of such action.

C. The Union may contest such action in the grievance procedure, and shall notify the Authority of its intent to contest within five (5) working days of receipt of the notice of suspension or discharge.

ARTICLE XVII

MEDICAL COVERAGE

A. The Authority will continue to provide and pay for the existing medical coverage or of any successor policy.

B. All increases in premiums during the term of this Agreement shall be borne entirely by the Authority.

ARTICLE XVIII

LIFE INSURANCE

The Authority shall provide, in accordance with present practice, at the Authority's cost and expense and without cost to the employee, a life insurance policy having a face amount of at least Ten Thousand (\$10,000.00) Dollars per employee.

ARTICLE XIX

PENSION FUND

It is a condition of employment, mandated by the State of New Jersey that Authority employees join the Public Employees Retirement System; (P.E.R.S.) Rules concerning enrollment in this system are as promulgated by the State.

ARTICLE XX

UNIFORMS

The Authority will provide each employee an allotted number of uniforms per year;

Spring/Summer - (5) five T-Shirts

(1) one baseball cap

Fall/Winter - (2) two insulated coveralls

Work footwear will also be issued to each employee during the term of this contract along with raingear.

The Authority will have the right to prohibit any employee from working for failure to wear any part of the specified uniform.

Any replacement of lost or unreturned uniforms/raingear will result in the employee paying the Authority's cost for said replacement.

ARTICLE XXI

DUES CHECKOFF

A. Upon receipt by the Authority of written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Authority and the Union and consistent with applicable State Law, and which shall call for deduction from the wages of such member of monies for payment to the Union of his/her membership dues (and initiation fee of \$100.00 for a new member, the Authority thereafter will deduct from the first (1st) pay each month of each such member during the full term of this Agreement and any extension or renewal thereof and during the existence of such assignment, his/her periodic Union dues (and initiation fee if a new member). The Authority will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address, 1034 Salem Road, P.O. Box 776, Union, New Jersey 07083, provided that the Union shall previously have notified the Authority of the amount of dues and initiation fees to be deducted and shall have furnished the Authority with the signed voluntary written assignment of each member whose dues and/or initiation fee are to be deducted.

B. The Union shall indemnify and save harmless the Authority against any and all claims, demands, suits or other forms of liability by reason of action taken by the Authority in reliance upon signed authorization cards furnished to the Authority by the Union and in compliance with the provisions of this Article.

C. In the event any member of the bargaining unit chooses not to become a member of the Union, said employee shall pay a registration fee of 85% of monthly dues to the Union in accordance with Chapter 477 P.L. 1979, after July 1, 1980, and after the signing of a withholding authorization card by said employee.

ARTICLE XXII

SUPPER MONEY

A. After twelve (12) consecutive hours of work the employee is entitled to receive supper money in the amount of Four Dollars and Fifty (\$4.50) Cents and for every consecutive six (6) hours worked thereafter until he/she is finished his/her working time.

ARTICLE XXIII

TEAMSTERS LOCAL 575 WELFARE FUND

A. The authority shall pay into the Teamsters Local 575 Welfare Fund, hereinafter referred to as the "Fund" 1034 Salem Road, Union, New Jersey 07083, on behalf of each of its full-time employees covered by this Agreement, upon completion of their probationary employment, amounts as follows:

The amount of \$18.00 per month per employee who performs five (5) days of work in any one (1) month subject to the terms and provisions of the Plan and the Trust Agreement covering the Fund.

B. Holidays with pay, vacation with pay, compensable injury absence up to and including thirteen (13) weeks, and any other absence from work for which pay is given or awarded by an arbitrator or judgment of a court, and any other absence for which pay is given by the Authority, shall be deemed to be time worked for the purposes of this Article.

C. Employees and eligible dependents shall be entitled to the benefits provided under the Plan coverage for the amount contributed in their behalf.

D. Employees and eligible dependents shall become eligible for benefits seven (7) months after their date of hire, but in no event earlier than six (6) months after the effective date of this Agreement.

E. The aforesaid contribution by the Authority shall purchase certain dental and other benefits in accordance with the Rules and Procedures of the Fund and within the discretion of the Trustees thereof.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XXV

SENIORITY

A. Bargaining Unit seniority shall prevail for any vacant job that is posted for the bargaining unit (the most senior employee may sign the posting and because of his/her seniority shall receive said job), if senior employee meets and is qualified for said job.

B. The employee bidding on the job must have the ability and the training as referred to prior to this Agreement.

C. The job shall remain posted for a minimum period of five (5) days.

D. It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of layoff and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.

E. The seniority of an employee is defined as the length of continuous service as an Authority employee dating back to his or her last date of hire.

F. In the event of layoff and re-hiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority, provided that, in the judgment of the Authority, the more senior employee is able to do the available work in a satisfactory manner, and provided further that he/she has the proper qualifications.

G. When promotions to a higher position or transfers to other positions are in order, the Authority shall first attempt to make promotions or transfers from its regular employees.

Considerations for such promotions or transfers shall be based first upon ability to perform the work and qualifications, and then upon seniority, and if any employee so promoted or transferred is not deemed qualified after a three (3) month trial period, the Authority may remove the employee and re-transfer him/her to his/her former position. The decision as to whether an employee is qualified shall be made by the Authority.

H. Once a year, the Authority shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Authority. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employees' names, classifications and seniority dates.

I. Seniority shall terminate: when the employee resigns; when the employee is discharged; when the employee is laid off for a period of in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess of ninety (90) days; upon absence without leave in excess of three (3) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working week's notice of recall from the Authority.

J. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Authority record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

ARTICLE XXVI

NOTICE PROVISION

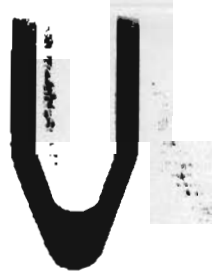
Any notices or other communications required or permitted hereunder shall be in writing and will be deemed sufficiently given only if delivered in person or sent by telegram or by first-class mail, postage prepaid, and addressed as follows:

(a) The Authority at: Union County Utilities Authority
24-52 Rahway Avenue
Elizabeth, N.J. 07202
Attention: Joseph E. Kazar
Executive Director

(b) The Union At: Union Local 575
1034 Salem Road
Union, New Jersey 07083
Attention: John Murawsky
Vice President

Either party may add or change any of its addressees or addresses listed above by notice delivered in the manner provided for above.

ARTICLE XXVII



TERM OF AGREEMENT

This Agreement shall take effect from January 1, 1990 and shall remain in full force and effect through December 31, 1992 and from year to year thereafter unless either party shall give notice in writing no sooner than one hundred and twenty (120) days nor later than sixty (60) days in advance of the expiration of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have sixty (60) days to give notice of proposed changes and/or counter-proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Article.

FOR THE UNION:

FOR THE UNION COUNTY UTILITIES
AUTHORITY:

Witness:

Witness:

SCHEDULE "A"

SALARIES

Effective January 1, 1990, employees shall be paid at the following rates:

<u>Classification</u>	<u>Length of Service</u>	<u>Rate</u>
Drivers	New Hire	\$ 9.00
	6 Month Service	9.25
	1 Year Service	9.65
Loaders	New Hire	7.50
	6 Month Service	7.75
	1 Year Service	8.15

Effective January 1, 1991, employees shall be paid at the following rates:

<u>Classification</u>	<u>Length of Service</u>	<u>Rate</u>
Drivers	New Hire	\$ 9.00
	6 Month Service	9.25
	1 Year Service	9.65
	2 Year Service	10.25
Loaders	New Hire	7.50
	6 Month Service	7.75
	1 Year Service	8.15
	2 Year Service	8.75

Effective January 1, 1992, employees shall be paid at the following rates:

<u>Classification</u>	<u>Length of Service</u>	<u>Rate</u>
Drivers	New Hire	\$ 9.00
	6 Month Service	9.25
	1 Year Service	9.65
	2 Year Service	10.25
	3 Year Service	10.80
Loaders	New Hire	7.50
	6 Month Service	7.75
	1 Year Service	8.15
	2 Year Service	8.75
	3 Year Service	9.30