

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **NOTICE**

The next Regular Meeting of the Northwest Bergen County Utilities Authority will be held on Tuesday, September 19, 2017 immediately following the Work Session at 7:00 pm, in the offices of the Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey. Formal action will be taken.

September 15, 2017

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## REGULAR MEETING September 19, 2017

1. Meeting called to Order
2. Chairman's statement in accordance with C. 231, PL 1975
3. Roll Call
4. Salute to the Flag
5. Chairman's Remarks
6. Approval of Minutes – Regular Meeting – July 25, 2017
7. Public Comments (any subject)
8. Consideration for approval list of Resolutions attached dated September 19, 2017
9. Reports of Committees
  - a. Finance Committee
  - b. Personnel Committee
  - c. Insurance Committee
  - d. Operating Committee
  - e. Strategic Plan Subcommittee
  - f. Buildings and Grounds Committee
  - g. Safety and Security Committee
10. Report of Treasurer.
11. Report of Counsel.
12. Report of Engineer.
13. Report of Executive Director.
14. Report of Superintendent.
15. Old Business.
16. New Business.
17. Public Comments (on subjects 5 through 16).
18. Adjournment.

September 15, 2017

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **LIST OF RESOLUTIONS REGULAR MEETING September 19, 2017**

### **RESOLUTIONS**

- 55-2017 Approval of Vouchers, Payroll and Tax Deposits
- 56-2017 Resolution of the governing body of the Northwest Bergen County Utilities Authority ratifying and authorizing execution of a Collective Bargaining Agreement
- 57-2017 Title Change for Ernst Brehm to Collection System Operator
- 58-2017 New Hire – John Navea
- 59-2017 Resolution for renewal of membership in the New Jersey Utility Authorities Joint Insurance Fund
- 60-2017 Resolution amending an Agreement with Chavond Barry Engineering Corp. to provide engineering services
- 61-2017 Retention of Engineer for 2017-2018 Stack Testing Services pursuant to NJSA 19:44A-20.4
- 62-2017 Authorization to enter into a Shared Services Agreement with the Borough of Midland Park

### **MOTIONS**

- 17-05 Motion to grant a 90 day unpaid leave of absence for Alexander Lerch

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 55-2017**

**Date: September 19, 2017**

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**APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS**

**WHEREAS**, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

**WHEREAS**, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

**WHEREAS**, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of July and August 2017 and Health Benefits and Dental Benefits transfers for August and September 2017; and

**WHEREAS**, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listing on the attached reports and have found them to be in order.

**NOW, THEREFORE, BE IT RESOLVED,**

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated August 15, 2017 and September 19, 2017 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account - JULY  
Net Payroll: \$202,447.83

ACCOUNT: Tax Deposit Account – JULY  
Total: \$98,768.20

ACCOUNT: Health Benefits Contribution Employer – AUGUST  
Total Transfer: \$103,032.72

ACCOUNT: Health Benefits Contribution Employee – AUGUST  
Total: \$17,445.21

ACCOUNT: Dental Benefits – AUGUST  
Total Transfer: \$4,209.20

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 55-2017**

**Date: September 19, 2017**

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**APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS**

ACCOUNT: PERS and Contributory Insurance – JULY  
Total Transfer: \$34,793.87

ACCOUNT: Defined Contribution Retirement Program – Employer - JULY  
Total Transfer: \$12.50

ACCOUNT: Defined Contribution Retirement Program – Employee – JULY  
Total Transfer: \$22.92

ACCOUNT: Operating Account – JULY  
Total: \$371,112.02

ACCOUNT: General Improvement Account – JULY  
Total: \$121,133.43

ACCOUNT: 2015 WWT Project Account – JULY  
Total: \$3,380.04

ACCOUNT: Payroll Account – AUGUST  
Net Payroll: \$305,537.55

ACCOUNT: Tax Deposit Account – AUGUST  
Total: \$141,132.04

ACCOUNT: Health Benefits Contribution Employer – SEPTEMBER  
Total Transfer: \$103,143.00

ACCOUNT: Health Benefits Contribution Employee – SEPTEMBER  
Total: \$17,334.93

ACCOUNT: Dental Benefits – SEPTEMBER  
Total Transfer: \$4,209.20

ACCOUNT: PERS and Contributory Insurance – AUGUST  
Total Transfer: \$33,527.49

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 55-2017**

**Date: September 19, 2017**

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**APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS**

ACCOUNT: Defined Contribution Retirement Program – Employer - AUGUST  
Total Transfer: \$12.50

ACCOUNT: Defined Contribution Retirement Program – Employee – AUGUST  
Total Transfer: \$22.92

ACCOUNT: Operating Account – AUGUST  
Total: \$250,092.22

ACCOUNT: General Improvement Account – AUGUST  
Total: \$4,911.55

ACCOUNT: 2015 WWT Project Account – AUGUST  
Total: \$360.00

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SECRETARY

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CHAIRMAN

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelاهر	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 56- 2017**

**Date: September 19, 2017**

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**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY RATIFYING AND AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT**

**WHEREAS**, various non-supervisory employees of the Northwest Bergen County Utilities Authority (“Authority”) are organized into a collective bargaining unit known as the Northwest Bergen County Utilities Authority Non-Supervisory Employees Group (“Group”); and

**WHEREAS**, the Authority and the Group have negotiated a successor collective bargaining agreement; and

**WHEREAS**, the Authority and the Group have negotiated such a successor agreement for the period of July 1, 2014 through June 30, 2018, and have reduced such agreement to writing, which requires execution by the appropriate Authority official; and

**WHEREAS**, the Group has ratified said agreement and the Authority’s Executive Director and Labor Counsel have recommended the adoption of same by the Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the Authority’s Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority’s Governing Body ratifies the collective bargaining agreement between the Authority and the Group for the period of July 1, 2014 through June 30, 2018.
3. The Authority’s Executive Director and/or his designee are authorized to execute any such documents, and undertake such other tasks that are reasonably required to execute said collective bargaining agreement on behalf of the Authority.
4. This Resolution shall be effective immediately.

**ADOPTED:** September 19, 2017

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 56- 2017**

**Date: September 19, 2017**

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**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN  
COUNTY UTILITIES AUTHORITY RATIFYING AND AUTHORIZING  
EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT**

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on September 19, 2017.

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**MICHAEL KASPARIAN  
CHAIRMAN**

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**ALISON GORDON  
SECRETARY**

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelاهر	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**AND**

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY  
NON-SUPERVISORY EMPLOYEES GROUP**

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**JULY 1, 2014 THROUGH JUNE 30, 2018**

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**PREPARED BY:  
ERIC M. BERNSTEIN & ASSOCIATES  
34 MOUNTAIN BOULEVARD, BUILDING A  
P.O. BOX 4922  
WARREN, NEW JERSEY 07059-4922  
(732) 805-3360**

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PREAMBLE

AGREEMENT made this \_\_\_ day of \_\_\_, 2017 by and between NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, a Body Politic of the State of New Jersey (hereinafter referred to as “NBCUA” or the “Authority”) and the NORTHWEST BERGEN COUNTY NON-SUPERVISORY EMPLOYEES GROUP (hereinafter referred to as the “Group”).

WHEREAS, it is the desire of the parties to enter into a labor agreement to implement the matters herein contained and negotiated;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Authority and the Group agree as follows:

ARTICLE 1 – RECOGNITION

Section 1.

NBCUA recognizes the Group, as certified on July 13, 2017 by the State of New Jersey Public Employment Relations Commission in Docket No. R0-2017-40, for the purpose of collective negotiations with NBCUA as defined by the statutes and Administrative Code in such cases made and provided.

Section 2. (“Bargaining Unit” Defined)

The provisions of this Agreement shall apply to all NBCUA employees in the following job classifications:

- Laboratory Technician;
- Maintenance Technician;
- Incinerator Operator;
- Plant Operator/Utility Stock Clerk/Collections System Operator;

- Building & Grounds Maintenance;
- Meter Maintenance Technician;
- Maintenance Person (Incinerator);
- Pump Station Operator;
- Electrician;
- Laboratory Analyst;
- Operations & Maintenance Helper;
- Principal Lab Analyst;
- Laborer B&G/O&M.

The Group reserves the right to petition the Authority to include any job classification not set forth above, if it believes the job classification must be included in the collective bargaining agreement during the term of this Agreement. If both parties cannot reach an agreement on the inclusion of a job classification, either party may pursue binding arbitration.

Section 3. (Work by Non-Bargaining Unit Employees)

Executives, administrators, and supervisory employees shall not be permitted to perform any work which is regularly performed by Bargaining Unit employees. In the event of an emergency work on overtime hours, Bargaining Unit employees shall be given the opportunity of performing such work before such work is permitted to be done by non-Bargaining Unit employees. The parties expressly recognize the environmentally sensitive and continuous, around-the-clock nature of the NBCUA's operations. As a result, the parties agree that flexibility shall prevail and it shall not be a violation of this Article for supervisory personnel to perform work otherwise designated as Bargaining Unit work, provided that the work performed by the supervisory personnel is not performed with an intention to supplant Bargaining Unit employees.

Section 4. (Recognition of Stewards)

NBCUA will recognize Chief Shop Steward and Assistant Shop Steward[s] as representatives of employees in the respective group or departments for which they are chosen. The Group agrees to limit the number of Stewards as follows: one (1) Chief Shop Steward and one (1) Assistant Shop Steward.

Shop Steward(s) shall be allowed to conduct their Group duties as defined by law during working hours after permission is granted by the Superintendent or designee and will be granted so long as it does not interfere with the operations of the Authority. Conducting Group business during the Shop Steward(s)'s off duty hours on the Authority's property shall only be granted by the sole, express prior written approval of the Supervisor.

Section 5. (Choice of Shop Stewards and Committees)

NBCUA understands that the choice of and removal from the office of Stewards or Committee Members is a function of the Group. The Group will notify NBCUA within twenty-four (24) hours of any changes.

Section 6. (Pay of Shop Stewards)

Conducting Group business while on duty shall not be financially penalized so long as the Shop Steward(s) is permitted to conduct Group business as per Article I, Section 4 above. There shall be no compensation for conducting Group business off hours except where it is mutually agreed to by both parties.

ARTICLE 2 – DUES DEDUCTION and CHECK OFF

Article 2 pertaining to check off of fees and dues have been deleted from this Agreement.

ARTICLE 3 – GROUP ACTIVITIES AND BUSINESS

Section 1.

The Group agrees that its members will comply with the Authority's policies, procedures,

rules and regulations relating to safety, economy, continuity of service and efficiency in service to the public. All bargaining unit members shall be governed by the Authority's Employee Handbook where same is not in conflict with the specific language of this Agreement.

Section 2.

Group Shop Steward and Assistant Shop Steward shall have reasonable access to the Authority's facilities and plant at reasonable times during the working hours of 8:00 A.M. to 4:00 P.M. Monday through Friday for the purpose of ascertaining whether this Agreement is being complied with, and for the purpose of adjusting grievances in accordance with the procedures specified elsewhere in this Agreement. All such representatives shall first report to the Office and notify the Executive Director or designee of his presence. The Group agrees that no such visitation shall, to any extent or degree, interfere with or interrupt in any way any employee in the performance of his duties.

Section 3.

The Group's Shop Steward or Group designee shall have the right, at all times during work hours, Monday through Friday, Day Shift, to inspect NBCUA's premises in the performance of their duties. In the absence of the Executive Director or designee, the Group shall notify the Assistant Executive Director or designee of his coming to the plant and that the meeting will occur in the Operations Building.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the Authority possesses all of the rights, powers, privileges, and authority it had prior to the execution of this Agreement, and nothing in this Agreement shall be construed to limit the Authority in the exercise of the regular and customary functions of management and the operation of its business, except as specifically relinquished or modified

herein by an express provision of this Agreement or the right to follow the grievance procedure.

The rights of management include, but are not limited to, the following:

- (a) The executive management and administrative control of the Authority and all of its aspects;
- (b) To establish and modify, when necessary, such rules and regulations of the Authority deemed to be best for the purposes of maintaining order, safety and/or the effective operation of the Authority after notice to the employees and the Group;
- (c) To hire, promote, transfer, assign and/or retain employees in positions with the Authority and direct the work of such employee in all respects;
- (d) To establish any new job classifications, job content and qualifications;
- (e) To lay off employees due to lack of funds and/or work and/or under any conditions where the continuation of such work would be contrary to the operations of the Authority; and,
- (f) To suspend, demote, discharge or take other disciplinary actions against employees for cause.

## Section 2.

The Authority shall also have the right to make reasonable rules for good conduct, fair play and the operation of its facilities which shall not be inconsistent with the provisions of this Agreement; provided, however, that no action shall be taken as a result of or based upon any rules which have not been published or otherwise brought to the attention of the employees.

## ARTICLE 5 – BULLETIN BOARDS

The Authority shall provide two (2) bulletin boards for posting notices to its employees in



the vicinity of both time clocks and agrees that the Group may use such bulletin board for notices addressed to its members as to Group meetings and other Group business. All postings shall be either on Group letterhead and/or signed by an authorized Group representative. No such material shall be derogatory, discriminatory, demeaning and/or inflammatory towards other employees, the Group and/or the Authority.

#### ARTICLE 6 – DISCRIMINATION

It is mutually agreed between the parties that neither shall in any way discriminate against any employee because of race, creed, color, sex, national origin, age, or to the extent not permitted by law. The Authority agrees to provide a training program for harassment in the workplace for all employees. Such training shall be provided by a consultant experienced with the policies of the State of New Jersey and/or by the New Jersey Joint Insurance Fund (NJJIF).

#### ARTICLE 7 – SENIORITY

##### Section 1.

After the probationary period, seniority shall be determined upon the length of service with the Authority from the original date of hire.

##### Section 2.

To the extent allowed by New Jersey statutes, court decisions and reported decisions of the Public Employment Relations Commission, the Authority agrees that, given equal qualifications as determined at the sole discretion of the Authority, the more senior of equally qualified candidates should receive the promotion.

##### Section 3.

A. The Authority shall notify all employees of layoff, simultaneously with posting of any vacancy on the bulletin board, to facilitate all members of the bargaining unit having the opportunity to apply for promotions. To the extent allowed by New Jersey statutes, court decisions

and reported decisions of the Public Employment Relations Commission, the parties agree that given equal qualifications, as determined at the sole discretion of the Authority, the most senior employee on layoff shall be given preference, even over a more senior employee still working at the Authority. Employees on layoff shall have five (5) calendar days from receipt of the notice to indicate their interest in the vacancy by phone, registered or certified mail, but in no event later than ten (10) calendar days after posting and sending of notice. The same form of notice shall be served upon employees on layoff as the notice posted. Such notice shall set forth the title of the job to be filled, anticipated hours of work and days of relief, the rate of pay and an outline of duties, as well as the person to contact.

B. When a job vacancy occurs in a job classification, a notice of such vacancy shall be posted on the Group bulletin board and sent to employees on layoff for ten (10) calendar days. Employees interested in obtaining the job may bid for same by submitting a completed Personnel Action Form and any other information on their qualifications within the ten (10) calendar day posting period.

#### Section 4.

It is understood and agreed that the Authority has the exclusive right to terminate or otherwise discipline any employees who are on a temporary basis or who are within their probationary period and in such event said employees shall have no recourse to any of the provisions within this Agreement nor shall they have any specific recourse to the grievance procedure.

#### Section 5.

Seniority and the employees' rights under this contract shall be terminated and lost for any of the following reasons:

- a. when an employee quits;
- b. when an employee is discharged;
- c. when an employee is laid off for a continuous period of twelve (12) months;
- d. when an employee fails to return upon expiration of leave of absence;
- e. accepting other employment when on a requested leave of absence;
- f. if an employee fails, on recall from lay-off, to comply with notice and reporting requirements following the receipt of notification of recall; and,
- g. except for extraordinary circumstances, when an employee is absent for three (3) consecutive working days without reporting. (It is understood, of course, that it is necessary for an employee to make an immediate report of any absence from work.)

Section 6.

All layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off; provided, however, that the senior employee has the demonstrated ability to immediately perform the available work to the sole satisfaction of the Authority.

In the event of a recall, employees shall be called back in seniority order, i.e., the last person laid off shall be the first person recalled; provided, however that the recalled employee(s) have the demonstrated ability to perform the available work to the sole satisfaction of the Authority. The laid off employees shall be given notice of recall by registered or certified mail, sent to the address last given to the Executive Director or his/her designee by the employee. It shall be the responsibility of the employee to keep the Executive Director or his/her designee informed of the employee's current address and telephone number. Within five (5) calendar days after receipt of the notice, the employee must notify the Executive Director or his/her designee by telephone, or

registered or certified mail, of his/her intent to return to work, and must actually report on the date specified in the recall notice, unless it is mutually agreed, in writing, that the employee need not return to work within said time or in the event that the recall notice is for another period. Every attempt shall be made to give at least one (1) week's notice of recall before the actual reporting date. In the event the employee fails to comply with these requirements, he/she shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

Section 7.

The Authority shall have the right to temporarily transfer employees for a period not to exceed sixty (60) working days, in which event and during which time the employee shall receive the higher rate of pay for either the new job or the employee's old job. Said person may be extended for as long as the Authority is making a good faith effort to permanently fill the job. The transfer does not cover intermittent or short-term (ten (10) working days or less) assignments.

Section 8.

The Authority shall submit a seniority list to the Chief Shop Steward on an annual basis, unless there is a change.

ARTICLE 8 – WORKING HOURS

Section 1.

The regular work week shall consist of forty (40) hours, from Saturday 11:00 p.m. through Saturday 10:59 p.m. In view of the fact that the Authority is a public utility, all personnel are subject to work calls for emergency conditions. A time clock is to be used to record the hours worked. All employees will punch in upon reporting for duty and shall be entitled to a ten (10) minute clean up period at the end of their shift and before meals. All employees properly leaving duty for any reason will punch-out and list the reason for leaving on his/her time card, provided,

however, he/she first notifies and is authorized by his/her supervisor to do so. All employees going out on lunch or dinner shall punch-out at the beginning of the meal-time and punch-in at the termination of the meal-time. At the completion of the assigned regular work period, the employee shall sign his/her time card attesting to its accuracy.

Section 2.

Plant operations personnel incinerator and wastewater (operators) shall normally work a rotating daily schedule consisting of three (3) separate shifts as follows:

Day Shift (Monday - Friday)

For Plant operators and Incinerator operators 7:00 AM - 3:00 PM

For all other bargaining unit members 7:00 AM - 3:30 PM

Day Shift (Weekends and Holidays) 7:00 AM - 3:00 PM

Afternoon Shift 3:00 PM - 11:00 PM

Midnight Shift 11:00 PM - 7:00 AM

The day shift of eight and one-half (8 ½ ) hours shall include a half (1/2) hour, duty free, unpaid lunch period. All plant and incinerator operators will be expected to remain available for duty at all times and will be expected to respond to emergencies as needed and maintain sufficient operations of the plant at all times.

All other plant personnel will normally work a shift of eight and one half (8 1/2) hours, beginning at 7:00 AM and ending at 3:30 PM, which shall include a one-half (1/2) hour, duty free, unpaid lunch period as close to mid-shift as possible.

The Authority retains the right to adjust shift hours as may be reasonably necessary for efficient operations, and shall consult with the Delegates of the Group to the extent required by law over the shift change.

Section 3.

One (1) fifteen (15) minute coffee break will be provided each day to occur before the lunch period. The break shall be scheduled as close as possible at the mid-point between the start of the shift and the mid-shift lunch period, except when, in the sole discretion of the Authority, the coffee break must be scheduled at another time in the shift in order to insure efficient and effective operations.

Section 4.

An employee working the day shift must notify the Superintendent or designee that he/she is unable to report to work or will be late for work at least one (1) hour prior to the start of the day shift, except when extenuating circumstances prevent such notice. An employee working the afternoon or evening shifts must notify the Superintendent or designee at least two (2) hours prior to the start of his/her shift, except when extenuating circumstances prevent such notice.

ARTICLE 9 – SALARY AND WAGE SCHEDULE

Section 1.

A. For all employees hired before July 1, 2016 and promoted before January 1, 2017, except as noted in paragraphs B and C below, salary ranges for each job title or classification are set forth on Schedules annexed hereto and made a part hereof as Appendix A. Upon reaching the maximum wage rate for a given classification, additional increases may, in the sole and non-grievable discretion of the Authority, be allowed in accordance with an annual review of wages conducted by the Authority. When an employee is promoted to a job title which has a higher pay grade than he/she formerly held, he/she shall immediately be placed in a step within the higher pay grade which will guarantee him/her a higher regular hourly rate of pay than he/she was previously receiving. Step increases will thereafter be based upon the promotion date and not date of original

hire. Any bargaining unit employee receiving a step increase shall not be eligible to receive the annual increase(s) in the same year in which the employee receives a step increase.

B. For all new employees hired on or after October 1, 2017:

- (1) Initial salary shall be the starting salary for the position in question in effect on June 30, 2014.
- (2) Their next salary increase shall be on the 181st day at the 180 day salary for the position in question in effect on June 30, 2014.
- (3) Thereafter, their salaries shall increase by the percentage (%) or dollar (\$) increase afforded all other bargaining unit employees in that calendar year.
- (4) There shall no longer be a salary guide for these employees.
- (5) For the purposes of promotion to a new position, the employee will receive no less than Seventy-Two Cents (\$0.72/hour) Cents per hour (One Thousand Five Hundred Dollar (\$1,500.00)) increase to their pre-promotion base salary.

C. For all employees hired before October 1, 2017 and/or promoted within the bargaining unit on or after October 1, 2017:

- (1) Initial salary shall be as close to their previous rate at the next step of the promoted position based on the salaries in effect as of June 30, 2014 (i.e. a Laborer B&G/O&M making \$42,748 (top step) promoted to O&M helper will start as an O&M helper at the starting salary of \$44,674 and proceed upon that guide before being eligible for any additional percentage (%) or dollar (\$) increase.)

- (2) Any employee who has reached the top step salary shall thereafter see their salaries increased by the percentage (%) or dollar (\$) increase afforded all other bargaining unit employees in that calendar year.
- (3) If the promoted salary between the positions is less than the employee's base salary prior to the promotion, the employee will receive no less than Fifty Seven Cents (\$0.57/hr) Cents per hour (Twelve Hundred Dollar (\$1,200.00)) increase in his pre-promotion base salary to accept the promotion.

D. All employees, effective January 1, 2017, shall be paid on an hourly basis and all salary guides, where applicable, shall reflect an hourly base rate.

Section 2.

A. Effective the period of July 1, 2014 through June 30, 2015, only those bargaining unit members who were eligible for salary step increases shall have received an increase for that period; all other bargaining unit members shall not receive an increase for that period.

B. Effective the period of July 1, 2015 through June 30, 2016, only those bargaining unit members who were eligible for salary step increases shall have received an increase for that period; all other bargaining unit members shall not receive an increase for that period.

C. Bargaining unit members who have already received salary step increases in 2016 will not receive any additional increases in 2016.

D. Retroactive to January 1, 2016, bargaining unit members who are at the top of their respective salary guides shall receive a one and a quarter percent (1.25%) salary increase.

E. Effective January 1, 2017, bargaining unit members who are not at the top of their respective salary guides shall receive a step increase on the same date they have normally received



their step increase in previous years and will not receive any additional increases in 2017.

F. Effective January 1, 2017, bargaining unit members who are at the top of their respective salary guides shall receive a two percent (2%) salary increase.

G. Effective January 1, 2018, bargaining unit members who are at the top of their respective salary guides shall receive a one and a quarter percent (1.25%) salary increase.

H. Effective January 1, 2018, bargaining unit members who are not at the top step of their respective salary guides shall receive a step increase on the same date they have normally received their step increase in previous years and will not receive any additional increases in 2018.

I. All of the provisions of Section 2C through 2F shall not apply to the bargaining unit members covered in Section 1 above.

#### ARTICLE 10 – PAY SCHEDULE

##### Section 1.

Employees will be paid every second (2<sup>nd</sup>) Friday. Base pay will include the Saturday prior to pay day.

The paycheck will include base pay, overtime and premium pay for the previous payroll period.

##### Section 2.

If a holiday falls on a scheduled Friday pay day, pay day will be the immediately preceding Thursday.

#### ARTICLE 11 – OVERTIME WORK AND STANDBY

##### Section 1.

Overtime shall be compensated for by overtime pay at a rate of one and one-half (1 ½) times the normal hourly rate for all hours worked in excess of forty (40) hours in the same work

week, as defined previously hereunder. In the event of a holiday, an authorized vacation day or an illness which causes the employee to be absent, these days will be counted as time worked to compute overtime. Personal time off (PTO) and accumulated holiday time (AHT) will NOT count as time worked in the computation of overtime. Shift premium pay, where applicable, will be included in the calculation of an employee's overtime rate.

### Section 2.

Employees required to be available for emergency duty (standby), when actually called to report for work, will be paid for all hours so worked at time and one-half (1 ½ ) the base hourly rate of pay, without shift premium, but with two hours of pay as a guaranteed minimum. The Authority reserves the right to assign to the employee called in other tasks in addition to the emergency for which the employee was called. Effective upon ratification by the Group, bargaining unit members shall be compensated for standby when they are on standby as follows:

- (a) One Hundred Fifty Dollars (\$150.00) for employees hired on or after January 1, 2016;
- (b) Two Hundred Seventy-Five Dollars (\$275.00) for employees hired before January 1, 2016 and promoted on or after January 1, 2017; and,
- (c) Four Hundred Sixty Dollars (\$460.00) for employees hired before January 1, 2016 and/or promoted before January 1, 2017.

### Section 3.

Standby duty under this Article shall mean that the non-supervisory employee is required to be on call at some location within one (1) hour of the Waldwick facility and is required to respond to the Authority-issued cell phone or other means that the Authority uses to contact them to respond. All standby employees shall not place themselves in a condition (by alcohol, drugs,

etc.) that renders them unable to respond. Failure to respond or failure to be able to respond or failure to respond timely shall subject the employee to discipline up to and including termination. All standby employees shall provide the Authority with his or her home telephone number and personal cell phone number so that the Authority can communicate with him or her relative to standby duty and other Authority matters.

#### Section 4.

Non-supervisory employees (electricians and mechanics) who are on standby duty, and who are actually called to report for work, may request compensatory time off equal to the amount of time actually worked. The compensatory time off would be equivalent to time and one-half (1 ½). The Authority retains the sole discretionary right to grant such a request and the granting of such a request in any one instance is not a waiver of the Authority's sole discretionary right to deny a request in any subsequent instance(s).

The accumulation of compensatory time is hereby discontinued. Employees who are granted compensatory time must utilize it by the conclusion of the following payroll period in which the time is granted or it will be paid by the Authority.

#### Section 5.

In computing overtime compensation, the nearest one-half (1/2) of an hour shall be the smallest fraction of an hour to be reported and paid.

#### Section 6.

The Group recognizes the importance to the public health of the Authority's facilities and recognizes the full right of the Authority to maintain manning levels that it determines necessary, even if it means compelling unit members to work overtime from time to time.

#### Section 7.

A. If there is a need for overtime at the beginning of a particular shift, the Authority shall select employees for same as follows:

- (1) The employee(s) on the immediately preceding shift from where the overtime exists starting with the most senior employee first being offered the overtime down to the least senior employee on the previous shift from where the overtime exists, until someone volunteers.
- (2) If no one volunteers, the Authority shall select one (1) of the employees from the group identified above to handle the overtime.
- (3) In either case, it is the Authority's sole, non-grievable discretion to determine which employee(s) is capable of performing the overtime work.

B. If there is a need for overtime during the course of a particular shift, the Authority shall select employees for same as follows:

- (1) The employee(s) on the next succeeding shift from where the overtime exists, starting with the most senior employee first being offered the overtime down to the least senior employee on the succeeding shift from where the overtime exists, until someone volunteers.
- (2) If no one volunteers, the Authority shall select one (1) of the employees from the group identified above to handle the overtime.
- (3) In either case, it is the Authority's sole, non-grievable discretion to determine which employee(s) is capable of performing the overtime work.

C. If a specific task or project requires an employee to handle the assignment on overtime, that employee assigned to the specific task or project during his regular shift shall maintain the overtime assignment irrespective of the provisions set forth above.

Section 8.

All overtime shall be offered or assigned, if necessary, on at least two (2) days' notice if possible, or as soon as management knows that overtime will be required if less than two (2) days' notice is to be given.

Section 9.

A Ten Dollar (\$10.00) meal allowance shall be granted to employees after working three (3) consecutive hours overtime beyond their regular shift, effective January 1, 2017.

ARTICLE 12 – PREMIUM PAY

Prior to July 17, 2017, the Authority will pay the following shift premiums:

Afternoon Shift - 15% of day shift base rate

Midnight Shift - 20% of day shift base rate

Effective July 18, 2017, the Authority will pay the following shift premiums:

Existing employees who are currently eligible for premium pay (hired before January 1, 2016) shall receive even if promoted into a title for which premium pay is eligible:

Afternoon shift - \$4.95/hour

Evening shift - \$6.95/hour

Employees hired before January 1, 2016 who are promoted on or after October 1, 2017 shall receive:

Afternoon shift - \$2.95/hour

Evening shift - \$4.95/hour

Employees hired on or after October 1, 2017 in any eligible position (hired and/or promoted) shall receive:

Afternoon shift - \$1.50/hour

Evening shift - \$2.00/hour

### ARTICLE 13 – VEHICLE USE

As a general rule, the individual(s) on standby shall report to the Waldwick plant to obtain a vehicle before reporting to an assigned work site. However, the Authority, at its discretion, may assign a vehicle to a duty person to permit direct transportation from his or her home to the work site or place of emergency.

### ARTICLE 14 – LEAVE OF ABSENCE

#### Section 1.

A leave of absence without pay may be requested by any employee who will submit in writing all facts bearing on the request to the Executive Director, who will consider each request on its merits, without establishing a precedent. No leave of absence without pay will initially be granted for more than three (3) months (90 calendar days).

#### Section 2.

In the event a second (2<sup>nd</sup>) leave of absence is requested, the procedures applying to such request shall be the same as in the case of a first (1<sup>st</sup>) request. No leave of absence shall be granted to any employee that totals more than six (6) months (180 calendar days) leave in any twelve (12) month period.

#### Section 3.

During leaves of absence, credits shall not accrue for sick leave, vacation time, and other benefits as well as other leaves of absence without pay, except for leaves of absence for military or other purposes if provided by statute.

## ARTICLE 15 – SICK LEAVE

### Section 1.

After completing six (6) months of employment with the Authority, full-time employees shall be allowed sick leave at the rate of one (1) day for each completed calendar month worked. Sick leave is available as set forth herein whenever an employee is required to be absent from work for a bona fide sickness or illness. Sick leave shall not be interpreted as including a period where the employee serves in the role of a nurse or housekeeper during an illness of another member of the family.

### Section 2.

In all cases wherein an employee requests a sick leave or day, the Authority reserves the right to send a doctor to examine and report on the conditions of the employee or, in its discretion, to require the employee to visit a physician designated by the Authority.

### Section 3.

Whenever an absence due to sickness or illness: (1) exceeds three (3) successive work days; or, (2) is on a day immediately before or after scheduled days off or holidays or other days not worked; or, (3) occurs when an employee is scheduled to work on a weekend or holiday, the employee may be required to produce a physician's verification of said illness. In its discretion, the Authority reserves the right to have the employee examined by a physician before returning to duty. The Authority's right to demand a doctor's note to verify sick leave will not be exercised arbitrarily, capriciously, discriminatorily, or in bad faith.

### Section 4.

Every absence on account of illness or disability in excess of three (3) successive working days must be certified by a written statement from a physician, using the form provided by the

Authority. The Authority reserves the right to waive this requirement or to require the employee to be examined by a physician of the Authority's choice before the employee may return to work.

In case of a prolonged illness beyond accumulated sick leave, the Authority will continue its payments to the New Jersey State Health Benefits Plan and Extended Sickness Benefit Plan to a maximum of one (1) year from the date accumulated sick leave was exhausted, provided the employee is on an authorized medical leave. The Group may request that payments be continued beyond the maximum one (1) year period which may be granted in the sole discretion of the Authority.

A request for medical leave shall be in writing and submitted to the Executive Director of the Authority together with the appropriate medical proof of illness. The Authority shall consider each such request on a case by case basis.

The grant of a request for an extension of benefits and/or a medical leave shall not be a waiver of the Authority's discretionary right to deny a request in any subsequent instance(s).

#### ARTICLE 16 – ACCUMULATED SICK LEAVE

##### Section 1.

Sick leave not used may be accumulated (saved for the future). Sick leave neither accumulated nor used will be compensated for at the normal base pay, without premium rates, by January 15 of the following calendar year.

In addition to the above, any employee who does not use sick leave, including converting sick leave to personal leave, during the calendar year will be paid one (1) full day's pay in the first (1<sup>st</sup>) regular pay check of the next calendar year.

##### Section 2.

When a full-time employee has accumulated the maximum of sixty (60) days of sick leave,



he/she shall be compensated at his/her normal base pay for the number of sick leave days in excess of sixty (60) days not used. Furthermore, any employee who retires on or after January 1, 2016 shall be dollar (\$) capped at \$7,500.00.

Section 3.

In the event of an employee's death, payment for all accumulated sick leave will be paid at the employee's base rate, without premium rate, to the employee's estate.

ARTICLE 17 – PERSONAL BUSINESS DAYS

Section 1.

Each regular full-time employee will be permitted two (2) paid personal business days in any one (1) calendar year under the conditions stated in Section 2 below. These days may not be accumulated and must be used within the calendar year. Employees will not be compensated for personal days not used. After completing six (6) months of their probationary employment with the Authority, full-time employees shall be eligible to use their two (2) personal business days.

Section 2.

Up to three (3) sick days *may* be taken in any one (1) calendar year for personal business upon prior notice and authorization from the Executive Director or his/her designee. Permission will be reasonably given based upon the work schedules and plant operations. Personal business is limited to business and personal affairs of the employee, not otherwise excused under Article 19, that cannot be accomplished other than during the employee's normal work hours. The employee shall state on his/her personnel action form the reason(s) for the personal day.

ARTICLE 18 – HOLIDAYS

Section 1.

The following fifteen (15) holidays shall apply to all plant personnel effective July 18, 2017:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

Section 2.

When a listed holiday falls on a Saturday, it will be celebrated the preceding Friday. When a listed holiday falls on a Sunday, it will be celebrated the following Monday.

Section 3.

If a holiday falls during a vacation period, the employee shall be granted an additional day of vacation which may be scheduled at the option of the employee either at the beginning or end of the scheduled vacation. An employee not scheduled to work on a listed holiday (regular day off) shall receive a compensatory day to be selected by the employee as set forth in Article 11,

Section 1.

Section 4.

Personnel working on a listed holiday shall be paid eight (8) hours for the day in money, and paid at the rate of time and one-half (1 1/2) the normal rate for the hours actually worked.

Section 5.

It is understood and agreed that the Plant Superintendent or Executive Director has the right to demand that an employee, who does not work on his or her regular work day immediately preceding or following a recognized holiday, produce substantive evidence that he/she was ill. Normally a doctor or licensed medical practitioner's note will suffice. If the employee does not produce such evidence, the Authority has the right to not pay the employee for the holiday or to take appropriate disciplinary action.

ARTICLE 19 – AUTHORIZED TIME OFF

Section 1.

In order to receive authorized time off with full or partial pay, the employee must have previously filed (except for Death in the Family which shall be addressed below), in writing, on the appropriate NBCUA form by written letter and receive prior authorization from the Executive Director or designee. Authorized time off shall include the following:

Death in the Family: If there is a death in the employee's immediate family, the employee will be excused from work up to three (3) calendar days without a loss of pay, one (1) of which shall be the day of funeral or the actual day of death, whichever the employee chooses. It is the intention of this provision to make sure an employee has three (3) bereavement days off without loss of pay. If an employee cuts short a scheduled vacation on account of the death, the employee shall be entitled to reschedule the remaining portion of the vacation in the same manner as other

compensatory days. Immediate family shall be limited to spouse or significant other, children, step-children, mother, step-mother, father, step-father, brother, sister, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, the maternal and/or paternal grandparents of the employee and his or her spouse/significant other, and grandchildren of the employee and/or his/her spouse/significant other. An employee shall be entitled to three (3) bereavement leave days in addition to any other regular time-off from work scheduled at the time when a death in the employee's immediate family occurs. In order to be eligible for bereavement leave, the employee must fill out and submit a bereavement leave request form with his/her supervisor, subsequent to the leave being taken.

Jury Duty: An employee called upon to serve as a juror will receive the difference between the jury payment and the employee's regular pay for a normal forty (40) hour work week, upon presentation of satisfactory proof of the amount received from jury duty.

Military Service: Unless State or Federal law requires more, employees required to serve on military reserve duty will be permitted to take up to fifteen (15) days off and will be paid the difference between their military pay and their regular pay for a normal forty (40) hour work week, upon presentation of satisfactory proof of the amount received for such military duty.

Civic Duties: In the event of a serious emergency (not routine calls) an employee may be excused without a reduction in pay from his regular duties if he/she is a member of a local volunteer fire department, auxiliary police force, or ambulance corps. In order to qualify for this provision, the employee's service must be required by the commander of the unit involved. Said request shall be made to the Plant Superintendent.

Family Leave and Medical Leave Policy: Employees may be eligible for an unpaid family and medical leave under the NJ Family Leave Act ("NJFLA"). Employees also may be eligible

for family and/or medical leave pursuant to the Federal Family and Medical Leave Act (“FMLA”). Details are provided in the NBCUA Policies and Procedures Manual.

Section 2.

To allow sufficient time for the Authority to schedule a replacement, jury notices and military orders are to be presented to the employee’s supervisor or the Executive Director as soon as received but in no instance less than two (2) weeks before the date the employee is supposed to commence jury or military service, unless the employee did not receive two (2) weeks’ notice. Employees who do not provide this required notice will still be excused but will not receive payment under this Article.

Section 3.

Because the efficient operation of the Plant is also vital to the public health, all employees who wish to offer their time to voluntary fire, police and ambulance services must supply the Authority with some proof (such as a letter) from the head of such voluntary service acknowledging the active participation of the employee. The employee shall be required to coordinate their voluntary services with that of his or her work schedule at the Authority so that the service will first call other volunteers and avoid calling the employee away from his duty. No employee, while on duty, may leave his/her post or position for a civic matter without the express prior authorization of the Executive Director or designee. Failure to receive such authorization and leaving their post/position will result in immediate termination from the Authority’s employ.

ARTICLE 20 – ANNUAL VACATION

Section 1.

Effective January 1, 2018, all full-time employees are entitled to an annual vacation with pay according to the following schedule, based on the employee’s years of completed service:

After one (1) year of employment	80 hours
After five (5) years of employment	120 hours
After ten (10) years of employment	160 hours
After eleven (11) years of employment	168 hours
After twelve (12) years of employment	176 hours
After thirteen (13) years of employment	184 hours
After fourteen (14) years of employment	192 hours
After fifteen (15) years of employment	200 hours

Section 2.

Partial and split vacations may be granted at the discretion of the Executive Director.

Section 3.

Vacation time may not be accumulated and must be used within the anniversary year; however, a one (1) week carryover of vacation time from one (1) anniversary year to the next, not to exceed five (5) vacation weeks (200 hours) in any one (1) anniversary year, may be arranged provided it does not interfere with the plant work schedule and the “carryover week” is utilized within the first (1<sup>st</sup>) three (3) months of the following anniversary year.

Section 4.

In order to be eligible for full vacation pay in a particular year, an employee must have received pay in at least thirty (30) different work weeks during the fifty-two (52) week period immediately prior to the employment year in which the vacation would be taken. If an employee did not, he/she shall be entitled to the amount of time shown above based upon his seniority, multiplied by the fraction that is arrived at by the actual number of work weeks in which he/she has worked during the year over the number fifty-two (52).

ARTICLE 21 – HOSPITALIZATION AND DENTAL CARE

Section 1.

The Authority, being a participant in the New Jersey State Health and Dental Benefits Plan, offers all employees and their dependents benefits under this system. Enrollment shall include the

employee's family, as defined by the Plan. In order to be eligible, an employee must work at least thirty-five (35) hours per week on a regular basis.

Section 2.

Premiums for these insurance programs shall be borne by the Authority, subject to employee contributions (including applicable retirees) required by Ch. 78, P.L. 2011, effective July 1, 2014.

ARTICLE 22 – LICENSE INCENTIVES

Employees shall be entitled to the following stipends for attaining the following licenses, unless such payments are prohibited by New Jersey State Statute:

C-1	\$750.00	S-1	\$750.00
C-2	\$1,500.00	S-1	\$1,500.00
C-3	\$2,250.00	S-3	\$2,250.00
C-4	\$3,000	S-4	\$3,000.00

The license stipend shall be based on the highest level of license held. The license stipend shall be up to a maximum of \$6,000.00 in the aggregate. The license stipends set for the above shall be paid annually July 1, commencing on, July 1, 2010 on a lump sum basis. All employees who possess a license as defined above as of the current year shall be paid a license stipend. All stipends set forth above shall be paid less all applicable deductions.

In addition, effective July 18, 2017, a stipend in the amount of Seven Hundred Fifty Dollars (\$750.00), less all applicable deductions, will be paid to employees with a Sewerage Sludge Incinerator (SSI) Certified Operator license.

ARTICLE 23 – INCENTIVE FOR TRADES

All employees who qualify for a license in such skilled trades as a plumber, electrician, carpenter, etc. shall be eligible for a stipend by the Authority. The award of that stipend shall be controlled by the needs of the Authority and the prior request of the employee. The amount of the

stipend shall be determined exclusively by the Authority, but shall be at the rate less than the stipend paid for: S-3 and C-3 licenses.

On an annual basis, any O&M Helper that is qualified as a CDL driver with tanker and air brake endorsements can be eligible to be designated as CDL Driver #1 and CDL Driver #2. The Authority will designate drivers based upon qualifications first, then seniority. The drivers will be responsible for operating any Authority-owned vehicle that requires a CDL without question. The Drivers will receive an annual stipend at the Authority's discretion, at a rate not to exceed \$2,500 per year.

All other employees that hold proper CDL qualifications will be paid an annual stipend not to exceed \$500. If the employee utilizes their CDL in the performance of his duties during the period in question, they will receive, at the Authority's discretion, up to, but not exceeding, \$1,000.

#### ARTICLE 24 – EDUCATION & TRAINING/TUITION REFUND

##### Section 1.

All bargaining unit employees seeking payment pursuant to Article 22 and Article 23 above, effective January 1, 2017, shall bear all the costs for obtaining and/or maintaining said licenses. The Authority shall pay no costs/fees whatsoever nor shall reimbursement be permitted. The Authority will allow paid time off to obtain/maintain such licenses when requested in writing to the Superintendent at least ten (10) calendar days in advance of such time off and so long as the time off does not interfere with Authority operations as determined by the Authority or create an overtime opportunity for other bargaining unit members.

#### ARTICLE 25 – PHYSICAL EXAMINATION

All permanent full-time employees are required to have a comprehensive physical examination as a condition of employment, which they must pass in order to be employed.



NBCUA shall schedule and pay for physical examinations of all potential hires.

The Authority may request a physical examination of any employee at any time in its discretion. Said physical examination shall be made at the Authority's expense and by a doctor of the Authority's choice.

All employees are required to participate in the NBCUA Drug and Alcohol Screening Program which includes random testing for employees. Penalties for failure of the test(s) or failure to participate in the program are described in the Program which is distributed to each employee.

#### ARTICLE 26 – ON-THE-JOB INJURIES AND DISABILITY INSURANCE

##### Section 1.

Employees who are injured while working must make an immediate report of such injury to the Supervisor. All injuries, no matter how slight they may be, must be reported within four (4) hours after the injury. All injuries incurred in or arising out of the course of employment shall be subject to Worker's Compensation Law of the State of New Jersey. Any employee who on any day is unable to complete a full day's work because they suffered an accident within the course and scope of their employment shall receive full pay for eight (8) hours on that day.

##### Section 2.

An employee absent because of an injury arising out of his employment shall continue to receive his wages as long as the injured employee endorsed over to the Authority his/her temporary disability check received by reason of said injury. Such salary continuation shall be up to a maximum of six (6) months from the date of injury. The Group may request an extension beyond a six (6) month period which may be granted in the sole discretion of the Authority.

#### ARTICLE 27 – PENSION PLAN

This Article has been deleted.

ARTICLE 28 – UNIFORMS AND SAFETY EQUIPMENT

Section 1.

Uniforms, rain gear, boots, gloves, and safety shoes shall be provided to plant employees where working conditions warrant. Employees shall be required to wear Authority-issued clothing at all times. No outside clothing shall be worn while the employee is working.

Section 2.

Employees are required to wear protective clothing supplied by the Authority.

ARTICLE 29 – PRESCRIPTION EYE GLASS REPLACEMENT

Retroactive to January 1, 2015, the Authority will reimburse an employee up to Four Hundred Dollars (\$400.00) annually for the purchase of one (1) pair of prescription eyeglasses and a related eye examination for replacements of the same only, due to damage or loss while on duty.

ARTICLE 30 – GRIEVANCE PROCEDURE

Section 1.

Any difference that may arise during the term of this Agreement between the parties shall constitute a grievance hereunder.

Section 2.

All grievances shall be settled in the following manner:

Step 1

The grievance shall be discussed verbally between the Shop Steward or, when the Shop Steward is not available, their designated alternate(s) and the immediate supervisor of the affected employee.

Step 2

If the grievance is not satisfactorily resolved at Step I, the grievance shall, within no more

than five (5) working days (Monday through Friday), from the time the Group or the affected employee knew or should have reasonably known of the event giving rise to the grievance, be reduced to writing, dated and signed by the grievant unless a group grievance is filed, in which case such shall be signed by the Shop Steward. All grievances shall include the contract provision alleged to be violated and any and all reasonable statements of what the grievance is about and the facts surrounding it. Said grievance shall be forwarded to the Plant Superintendent and, unless resolved, the Plant Superintendent shall answer the grievance in writing. The above is subject to amendment and clarification throughout the steps of the grievance procedure. If the issue is not satisfactorily disposed of by the Plant Superintendent's answer within ten (10) working days (Monday through Friday), the Group shall have ten (10) working days (Monday through Friday) to request a meeting in writing with the Executive Director or designee.

### Step 3

The matter shall then be discussed amongst the Shop Steward and the Assistant Shop Steward of the Group and two (2) management representatives. The Executive Director will within ten (10) working days (Monday through Friday) respond to the grievance in writing. If not satisfactorily resolved at this level, then either party shall have an additional two (2) week period (14 calendar days) within which to file for arbitration, limited however to issues allowed by New Jersey Statutes, regulations, reported PERC decisions, and Court decisions affecting public sector employment.

### Step 4

Arbitration shall be initiated by filing a written demand for same with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, with a copy of the written demand being served upon the Executive Director of the Authority. The selection of an arbitrator and the conduct

of the hearing shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation. The decision of the arbitrator shall be final and binding on the parties and on the individual grievant.

Section 3.

Any grievance not appealed from one step to the other, within the time limits above set forth, shall be deemed settled on the basis of the previous answer and not subject to further review.

Section 4.

The cost of arbitration shall be borne equally between the parties; provided, however, that the Authority shall not be responsible for any time lost from work by employees who may be called as witnesses in the arbitration called by the Group, other than the aggrieved employee and the Steward of the Group. The arbitrator shall only have the power to render an award regarding the proper interpretation, application, or alleged violation of this Agreement and direct a remedy which makes the grievant whole consistent with the terms of this Agreement. In rendering such an award and remedy, the arbitrator shall not have the power to detract from, add to, omit, or otherwise modify in any way the terms of this Agreement.

ARTICLE 31 – GROUP/MANAGEMENT MEETINGS

Section 1.

There shall be a Group/Management meeting conducted at times mutually agreeable to the parties. These meeting shall be attended by the Executive Director or his/her designee and a delegate of the Group or his/her designee. The delegate or his/her designee shall attend these meetings without pay. The purpose of these meetings is to deal with various employer/employee relations problems in an effort to amicably resolve them before they become formal grievances. The Authority reserves the right to suspend these meetings if the Group attempts to use them to

circumvent the grievance/arbitration procedure, or to undermine and/or amend this Agreement. Moreover, the Group agrees that the Authority is under no obligation to discuss the subject matter of these meetings at any time other than the scheduled meetings.

It is the Group's responsibility to contact the Executive Director to arrange a mutually agreeable schedule for these meetings. Unless otherwise agreed, these meetings are to be conducted between 8:00 a.m. and 5:00 p.m., Monday through Friday, at times when the delegate of the Group or his/her designee is not scheduled to work.

#### Section 2.

The Northwest Bergen County Utilities Authority and the Group recognize that it is in the mutual interest of the Authority and its employees to enhance workplace safety. Accordingly, the parties agree to establish a Safety Committee which shall meet on no less than six (6) occasions during a twelve (12) consecutive month period at times and places mutually convenient to the parties. The foregoing safety meetings shall be conducted in accordance with Section 1 of this Article.

### ARTICLE 32 – DISCHARGE AND DISCIPLINE

#### Section 1.

The Authority retains the sole right to discipline or discharge employees for cause. Cause for such action shall include, but shall not be limited to, the following:

- a. proven theft of Authority or employee property;
- b. possession of or being under the influence of alcoholic beverages or non-prescribed drugs or abuse of prescribed drugs on company property;
- c. calling or participating in an unauthorized walkout, job action, or strike;
- d. proven assault or fighting while on company time;

- e. proven deliberate damage to company property;
- f. excessive absenteeism or tardiness;
- g. immoral or indecent conduct;
- h. insubordination or failure to follow instructions;
- i. falsification of records;
- j. abusive behavior toward coworkers or supervisory personnel;
- k. punching other employees' clock cards;
- l. violation of safety rules;
- m. smoking in areas where smoking is prohibited;
- n. gambling on company premises;
- o. leaving post without permission of the supervisor;
- p. leaving post before the relief shift or person has arrived;
- q. failure to fully perform job duties whether or not in response to a direct instruction (including failure to apply knowledge expected of an advanced license holder when the employee is receiving a license incentive);
- r. any other sufficient cause including conduct on the part of any employee of such nature as to disturb the harmonious relations between the Authority and the Group;
- s. conduct unbecoming a public employee;
- t. causing damage to an Authority vehicle or equipment and/or causing a violation of Federal/State regulations as to plant operations or maintenance; and,
- u. violation of the Authority Drug and/or Alcohol Policy.

Section 2.

Notice of appeal from discharge must be made to the Executive Director, in writing, within

five (5) working days (Monday through Friday) from the date of the discharge.

Section 3.

The inadvertent failure to discipline or discharge in any particular instance shall not be deemed a waiver of the Authority's right with respect to future instances, or as a precedent for other instances involving the same or other employees or conduct.

Section 4.

All employees are required to give two (2) weeks' notice to the Executive Director or his/her designee prior to their voluntary termination of employment. This notice shall be a condition precedent to the employee's entitlement to any unused and accumulated vacation or sick leave.

ARTICLE 33 – PROBATIONARY PERIOD

Section 1.

Effective October 1, 2017, the initial probationary period shall be extended from ninety (90) work days to one hundred eighty (180) work days. The Authority may extend said initial probationary period by another forty-five (45) work days with written notice to the Group. During the probationary period, an employee can be discharged for any reason which need not be stated by the Authority and, in such event, the employee shall not have resort to any provisions of this Agreement nor to the grievance procedure.

Section 2.

With respect to employees hired as temporary replacements for full-time employees out of work on an authorized leave of absence, medical or otherwise, the probationary period may be extended by the Authority, upon written notice to the Group prior to the expiration of the probationary period, for additional unlimited periods of ninety (90) days duration, each subject to

extension as provided herein.

ARTICLE 34 – SUBCONTRACTING

Nothing in this Agreement shall be interpreted to restrict the right of the Authority to contract for services of independent contractors, nor shall this Agreement be interpreted to restrict the right of the Authority to employ specialists from outside the bargaining unit.

ARTICLE 35 – LONGEVITY

Employees hired on or after July 1, 1984 will not be entitled to any longevity benefit.

ARTICLE 36 – FULLY BARGAINED STATEMENT

It is acknowledged that during negotiations which resulted in this Agreement, the Group had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Group agrees that the Authority shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. It is specifically understood that this contract reflects the entire Agreement between the parties, and unless a term or condition is specifically set forth herein, it shall not constitute a term or condition of employment.

ARTICLE 37 – TERMINATION

This contract shall be retroactive to and remain in effect from July 1, 2014 through June 30, 2018 and so long thereafter as the law requires.

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

By: \_\_\_\_\_

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY NON-  
SUPERVISORY EMPLOYEES  
GROUP

By:  \_\_\_\_\_

By: Jason Gascon \_\_\_\_\_

By: \_\_\_\_\_



By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**NON-SUPERVISORY PLANT EMPLOYEES \***  
**REFLECTING 0% INCREASE**  
**JULY 1, 2014 – DECEMBER 31, 2015**  
**HOURLY SALARY SCHEDULE**  
**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

	STARTING SALARY	90 DAYS	180 DAYS	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR	4 <sup>TH</sup> YEAR
LABORATORY TECHNICIAN	\$26.46/hr	\$28.48/hr	\$30.49/hr	\$34.55/hr	\$35.52/hr	\$36.96/hr	\$39.12/hr
MAINTENANCE MECHANIC	\$24.74/hr	\$26.67/hr	\$28.59/hr	\$32.44/hr	\$33.41/hr	\$34.85/hr	\$36.97/hr
INCINERATOR OPERATOR	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.17/hr	\$34.14/hr	\$35.57/hr	\$37.71/hr
PLANT OPERATOR/UTILITY STOCK CLERK/COLLECTIONS SYSTEM OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$34.81/hr
BUILDING & GROUNDS MAINTENANCE	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.37/hr	\$30.80/hr	\$32.85/hr
METER MAINTENANCE TECHNICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$39.76/hr
MAINTENANCE MAN (INC)	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$34.81/hr
PUMP STATION OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$34.81/hr
ELECTRICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$39.76/hr
LABORATORY ANALYST	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$37.71/hr
OPERATIONS & MAINTENANCE HELPER	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.76/hr	\$30.80/hr	\$32.85/hr
PRINCIPAL LAB ANALYST	\$25.76/hr	\$27.80/hr	\$29.78/hr	\$33.80/hr	\$34.79/hr	\$36.27/hr	\$38.46/hr
LABORER B&G/O&M	\$12.33/hr	\$13.36/hr	\$14.39/hr	\$15.76/hr	\$17.47/hr	\$19.18/hr	\$20.55/hr

\*This guide shall cover the period of July 1, 2014 through December 31, 2015 and shall continue to be in effect as to the salaries for new/promoted employees as set forth in Article 9 of this Agreement.

**NON-SUPERVISORY PLANT EMPLOYEES**  
**REFLECTING 1.25% INCREASE IN TOP STEP ONLY**  
**AND ONLY FOR EMPLOYEES HIRED BEFORE JULY 1, 2016 AND**  
**PROMOTED BEFORE JANUARY 1, 2017**  
**JANUARY 1, 2016 – DECEMBER 31, 2016**  
**HOURLY SALARY SCHEDULE**  
**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

	STARTING SALARY	90 DAYS	180 DAYS	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR	4 <sup>TH</sup> YEAR
LABORATORY TECHNICIAN	\$26.46/hr	\$28.48/hr	\$30.49/hr	\$34.55/hr	\$35.52/hr	\$36.96/hr	\$39.60/hr
MAINTENANCE MECHANIC	\$24.74/hr	\$26.67/hr	\$28.59/hr	\$32.44/hr	\$33.41/hr	\$34.85/hr	\$37.43/hr
INCINERATOR OPERATOR	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$38.16/hr
PLANT OPERATOR/UTILITY STOCK CLERK/COLLECTIONS SYSTEM OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$35.24/hr
BUILDING & GROUNDS MAINTENANCE	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.37/hr	\$30.80/hr	\$33.27/hr
METER MAINTENANCE TECHNICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$40.26/hr
MAINTENANCE MAN (INC)	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$35.24/hr
PUMP STATION OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$35.24/hr
ELECTRICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$40.26/hr
LABORATORY ANALYST	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$38.16/hr
OPERATIONS & MAINTENANCE HELPER	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.76/hr	\$30.80/hr	\$33.27/hr
PRINCIPAL LAB ANALYST	\$25.76/hr	\$27.80/hr	\$29.78/hr	\$33.80/hr	\$34.79/hr	\$36.27/hr	\$38.94/hr
LABORER B&G/O&M	\$12.33/hr	\$13.36/hr	\$14.39/hr	\$15.76/hr	\$17.47/hr	\$19.18/hr	\$20.81/hr

**NON-SUPERVISORY PLANT EMPLOYEES**  
**REFLECTING 2.0% INCREASE IN TOP STEP ONLY**  
**AND ONLY FOR EMPLOYEES HIRED BEFORE JULY 1, 2016 AND**  
**PROMOTED BEFORE JANUARY 1, 2017**  
**JANUARY 1, 2017 – DECEMBER 31, 2017**  
**HOURLY SALARY SCHEDULE**  
**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

	STARTING SALARY	90 DAYS	180 DAYS	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR	4 <sup>TH</sup> YEAR
LABORATORY TECHNICIAN	\$26.46/hr	\$28.48/hr	\$30.49/hr	\$34.55/hr	\$35.52/hr	\$38.96/hr	\$40.40/hr
MAINTENANCE MECHANIC	\$24.74/hr	\$26.67/hr	\$28.59/hr	\$32.44/hr	\$33.41/hr	\$34.85/hr	\$38.18/hr
INCINERATOR OPERATOR	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$38.94/hr
PLANT OPERATOR/UTILITY STOCK CLERK/COLLECTIONS SYSTEM OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$35.95/hr
BUILDING & GROUNDS MAINTENANCE	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.37/hr	\$30.80/hr	\$33.93/hr
METER MAINTENANCE TECHNICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$41.06/hr
MAINTENANCE MAN (INC)	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$35.95/hr
PUMP STATION OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$35.95/hr
ELECTRICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$41.06/hr
LABORATORY ANALYST	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$38.94/hr
OPERATIONS & MAINTENANCE HELPER	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.76/hr	\$30.80/hr	\$33.93/hr
PRINCIPAL LAB ANALYST	\$25.76/hr	\$27.80/hr	\$29.78/hr	\$33.80/hr	\$34.79/hr	\$36.27/hr	\$39.72/hr
LABORER B&G/O&M	\$12.33/hr	\$13.36/hr	\$14.39/hr	\$15.76/hr	\$17.47/hr	\$19.18/hr	\$21.23/hr

**NON-SUPERVISORY PLANT EMPLOYEES**  
**REFLECTING 1.25% INCREASE IN TOP STEP ONLY**  
**AND ONLY FOR EMPLOYEES HIRED BEFORE JULY 1, 2016 AND**  
**PROMOTED BEFORE JANUARY 1, 2017**  
**JANUARY 1, 2018 – JUNE 30, 2018**  
**HOURLY SALARY SCHEDULE**  
**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

	STARTING SALARY	90 DAYS	180 DAYS	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR	4 <sup>TH</sup> YEAR
LABORATORY TECHNICIAN	\$26.46/hr	\$28.48/hr	\$30.49/hr	\$34.55/hr	\$35.52/hr	\$36.96/hr	\$40.90/hr
MAINTENANCE MECHANIC	\$24.74/hr	\$26.67/hr	\$28.59/hr	\$32.44/hr	\$33.41/hr	\$34.85/hr	\$38.66/hr
INCINERATOR OPERATOR	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$39.43/hr
PLANT OPERATOR/UTILITY STOCK CLERK/COLLECTIONS SYSTEM OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$36.40/hr
BUILDING & GROUNDS MAINTENANCE	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.37/hr	\$30.80/hr	\$34.35/hr
METER MAINTENANCE TECHNICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$41.58/hr
MAINTENANCE MAN (INC)	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$36.40/hr
PUMP STATION OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$36.40/hr
ELECTRICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$41.58/hr
LABORATORY ANALYST	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$39.43/hr
OPERATIONS & MAINTENANCE HELPER	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.76/hr	\$30.80/hr	\$34.35/hr
PRINCIPAL LAB ANALYST	\$25.76/hr	\$27.80/hr	\$29.78/hr	\$33.80/hr	\$34.79/hr	\$36.27/hr	\$39.95/hr
LABORER B&G/O&M	\$12.33/hr	\$13.36/hr	\$14.39/hr	\$15.76/hr	\$17.47/hr	\$19.18/hr	\$21.48/hr









**AGREEMENT TO RENEW MEMBERSHIP IN THE  
NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND**

WHEREAS, the New Jersey Utility Authorities Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Northwest Bergen County Utilities Authority is currently a member of said Fund, and;

WHEREAS, effective December 31, 2017, said membership will expire unless earlier renewed, and;

WHEREAS, the Governing Body of the Northwest Bergen County Utilities Authority has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Northwest Bergen County Utilities Authority hereby renews its membership in the New Jersey Utility Authorities Joint Insurance Fund for a three (3) year period, beginning January 1, 2018 and ending January 1, 2021.\*
2. The Northwest Bergen County Utilities Authority hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the New Jersey Utility Authorities Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The Northwest Bergen County Utilities Authority agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

\*12:01 am

4. In consideration of the continuing membership of the Northwest Bergen County Utilities Authority in the New Jersey Utility Authorities Joint Insurance Fund, the New Jersey Utility Authorities Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Banking & Insurance, to accept the renewal application of the Northwest Bergen County Utilities Authority.
  
5. Executed the 19th day of September, 2017 as the lawful and binding act and deed of the , which execution has been duly authorized by public vote of the governing body.

AUTHORITY CHAIRPERSON

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ATTEST

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NEW JERSEY UTILITY AUTHORITIES  
JOINT INSURANCE FUND

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**NO. 60-2017**

**Date: September 19, 2017**

---

**RESOLUTION AMENDING AN AGREEMENT WITH CHAVOND BARRY  
ENGINEERING, CORP. TO PROVIDE ENGINEERING SERVICES**

**WHEREAS**, by Resolution No. 18-2017, the Northwest Bergen County Utilities Authority (the “Authority”) identified a number of firms as qualified to perform engineering services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on January 13, 2017; and

**WHEREAS**, by Resolution No. 28-2017 (the “Original Resolution”) dated February 21, 2017, the Authority retained Chavond Barry Engineering Corp. (the “Engineering Firm”) to provide engineering services related to general incinerator advice and the Authority and Engineering Firm entered into a professional services agreement (the “Agreement”); and

**WHEREAS**, the Original Resolution and Agreement provides for the Engineering Firm’s compensation to be capped at \$35,000 and in the event the Engineering Firm anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

**WHEREAS**, the Engineering Firm has submitted a proposal dated September 12, 2017 to the Authority for additional engineering services related to the IDI Incinerator’s tuyere replacement; and

**WHEREAS**, this additional work will cause the Engineering Firm to exceed the budget of \$35,000 for general incinerator and has requested the Authority increase the not to exceed amount by \$21,400 for this additional work to \$56,400; and

**WHEREAS**, the Authority’s Certifying Finance Officer has certified that funds are available to increase the budget for the Engineering Firm.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The Original Resolution and the Professional Services Agreement with Chavond Barry Engineering Corp. be amended to increase the not to exceed amount to \$56,400 due to the additional engineering services related to the IDI Incinerator’s tuyere replacement.
2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. The Certifying Finance Officer’s Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
4. Notice of this amendment shall be published in accordance with applicable law.
5. This Resolution shall take effect immediately.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 60-2017**

**Date: September 19, 2017**

---

**RESOLUTION AMENDING AN AGREEMENT WITH CHAVOND BARRY  
ENGINEERING, CORP. TO PROVIDE ENGINEERING SERVICES**

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on September 19, 2017.

---

**MICHAEL KASPARIAN  
CHAIRMAN**

---

**ALISON GORDON  
SECRETARY**

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

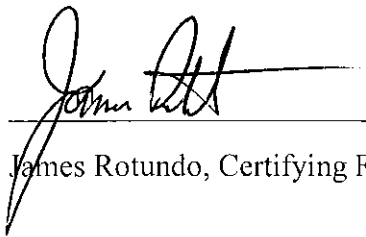
**CONTRACT NO.:** Engineering Services for General Incinerator Advice

**VENDOR:** Chavond Barry Engineering Corp.

**AMOUNT:** \$21,400

**ACCOUNT NO.:** 5000-6370 Solids Disposal, Miscellaneous

Date: 9/15/17

  
\_\_\_\_\_  
James Rotundo, Certifying Finance Officer

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 61-2017**

**Date: September 19, 2017**

---

**RETENTION OF ENGINEER FOR 2017-2018 STACK TESTING SERVICES  
PURSUANT TO N.J.S.A. 19:44A-20.4**

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) has adopted the fair and open process pursuant to N.J.S.A. 19:44A-20.7 with respect to the retention of the following professional:

**CONSULTING ENGINEER**

**WHEREAS**, the Authority issued a Request for Qualifications for such position and notice thereof was published on **January 13, 2017**; and

**WHEREAS**, the Authority received responses to the Request for Qualifications for the aforementioned position by the deadline date of **January 31, 2017**; and

**WHEREAS**, the Authority convened to evaluate the Request for Qualifications; and

**WHEREAS**, the Authority structured a competitive procurement process that sought to assure that each person and/or firm was provided an equal opportunity to submit a Qualification Statement in response to the Statements for Request for Qualifications; and

**WHEREAS**, the Authority intended to qualify persons and/or firms that (i) possessed the professional, financial and administrative capabilities to provide the proposed engineering services, and (ii) would agree to work under the compensation, terms and conditions determined by the Authority to provide the greatest benefit to the ratepayers of the Authority’s service area; and

**WHEREAS**, by **Resolution 18-2017** the Authority identified a number of Engineering Firms as qualified to perform Engineering Services required by the Authority; and

**WHEREAS**, the firm of Chavond Barry Engineering Corp. was determined to be highly qualified and eminently capable of providing Consulting Engineering Services to the Authority; and

**WHEREAS**, the Authority is required to conduct mandatory Stack Testing on its NIRO and IDI Incinerators in compliance with all incinerator air contaminant emission limits and operating requirements; and

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 61-2017**

**Date: September 19, 2017**

---

**RETENTION OF ENGINEER FOR 2017-2018 STACK TESTING SERVICES  
PURSUANT TO N.J.S.A. 19:44A-20.4**

**WHEREAS**, Chavond Barry Engineering Corp has submitted a proposal in the amount of \$172,800 to provide engineering services related to the required 2017-2018 Stack Testing and for the hiring and coordination of a qualified stack testing firm to perform the tests; and

**WHEREAS**, the Authority's Certifying Finance Officer has certified that funds are available for the award of a professional services contract to Chavond Barry Engineering Corp; and

**WHEREAS**, the Authority has determined that it is in its best interest to accept the proposal from Chavond Barry Engineering Corp. for services related to the 2017-2018 Stack Testing as set forth in this Resolution.

**NOW THEREFORE BE IT RESOLVED** by the Commissioners of the Northwest Bergen County Utilities Authority:

1. The Authority hereby retains Chavond Barry Engineering Corp. as a Consulting Engineer for services related to the 2017-2018 Stack Testing of the IDI and NIRO Incinerators with compensation to the professional in an amount not to exceed \$172,800.
2. The Chairman or Vice-Chairman of the Authority shall be and hereby is authorized to execute a professional services agreement for the aforementioned.
3. The Certifying Finance Officer's Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
4. If Chavond Barry Engineering Corp. anticipates it will exceed the amount set forth above, it shall seek further authorization from the Authority at such time.
5. Notice of the contract award shall be advertised in accordance with applicable law.
6. This Resolution shall take effect immediately upon adoption.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 61-2017**

**Date: September 19, 2017**

---

**RETENTION OF ENGINEER FOR 2017-2018 STACK TESTING SERVICES  
PURSUANT TO N.J.S.A. 19:44A-20.4**

**IT IS HEREBY CERTIFIED** that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on September 19, 2017.

---

**CHAIRMAN**

---

**SECRETARY**

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

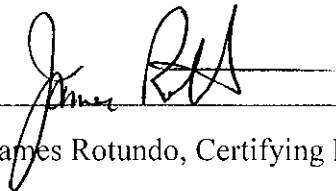
**CONTRACT NO.:** Engineering Services for General Incinerator Advice

**VENDOR:** Chavond Barry Engineering Corp.

**AMOUNT:** \$172,800

**ACCOUNT NO.:** 5000-6380 Solids Disposal, Air Quality Testing

Date: 9/15/17

  
\_\_\_\_\_  
James Rotundo, Certifying Finance Officer

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 62-2017**

**Date: September 19, 2017**

---

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF MIDLAND PARK**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

**WHEREAS**, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Midland Park (the “Borough”) had entered into an Shared Services Agreement on October 11, 2016 with a termination date of October 10, 2017 for the Authority to act as the New Jersey Licensed Operator for the Borough; and

**WHEREAS**, the Borough has adopted its Resolution No. 006-17 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

**WHEREAS**, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year subject to the terms and conditions set forth in said agreement attached hereto.

**NOW THEREFORE BE IT RESOLVED** by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The Authority shall enter into a Shared Services Agreement with the Borough of Midland Park for a duration of one (1) year to act as the New Jersey Licensed Sewer Operator for the Borough.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 62-2017**

**Date: September 19, 2017**

---

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF MIDLAND PARK**

2. The Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Midland Park annexed hereto and made a part thereof.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on September 19, 2017.

---

CHAIRMAN

---

SECRETARY

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									

## SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this 24 day of August, 2017, by and among:

THE BOROUGH OF MIDLAND PARK, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Midland Park" and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as "NBCUA".

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough of Midland Park and the NBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Midland Park the services of a licensed sewer operator, and

WHEREAS, Midland Park has adopted Resolution #006-17 which authorizes Midland Park to enter into an agreement with the NBCUA, for the services of a licensed sewer operator as requested.

NOW, THEREFORE, this Agreement is entered into by and among the Borough of Midland Park and the NBCUA for the purpose of defining and specifying the obligations of the parties and the Borough of Midland Park and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40:8A-3 and N.J.S.A. 40:8A-4, both the Borough of Midland Park and the NBCUA shall adopt the appropriate Resolutions, which will formally authorize the entering into of this Agreement between the parties.

2. The duration of this Agreement shall be for a period of one (1) year following the commencement date and will supersede any previously agreed upon agreement between the Borough of Midland Park and NBCUA for the services of a licensed sewer operator. The commencement date shall be October 11, 2017.

3. The NBCUA shall provide the following services to the Borough of Midland Park:

A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for the Borough of Midland Park.

4. In consideration for the services to be rendered by the NBCUA to Midland Park, pursuant to Paragraph 3 above, the Borough of Midland Park shall pay the NBCUA four (4) equal installments of \$800.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year, for a total annual compensation of \$3,200.00

5. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Starting six (6) months from the Commencement Date, either party may terminate this Agreement by giving at least six (6) months written notice to the other party.

6. Each party to this Agreement represents to the other party thereto that the Officials executing this Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.

7. The parties recognize that the individuals who shall be designated as the Primary Contact Persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Manager of the Borough's Public Works Department, for Midland Park. The Primary Contact individual shall be noticed on all issues of importance and shall be responsible for initiating all requests for repairs and corrective actions to be carried out by NBCUA or Midland Park, as applicable.

8. Midland Park assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Midland Park, its agents, servants or employees.

9. The effective date of this Agreement shall be October 11, 2017 and the expiration shall be October 10, 2018, unless the agreement is terminated pursuant to paragraph 5 above.

10. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.

11. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

BOROUGH OF MIDLAND PARK

Adeline M. Hanna

By: Hayshon J

Date: 8/24/17

ATTEST:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_  
CHAIRMAN

Date: \_\_\_\_\_

**BOROUGH OF MIDLAND PARK  
RESOLUTION #006-17  
JANUARY 1, 2017  
REORGANIZATION**

(2017 Borough Professionals)

**WHEREAS**, a need exists for professional services for the Borough of Midland Park for the calendar year 2016 and

**WHEREAS**, funds are available for such services and have been properly appropriated in the temporary Local Municipal Budget; and

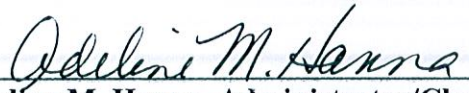
**WHEREAS**, N.J.S.A. 40A:11-1, (Local Public Contracts Law) allows municipalities to contract for such professional services without the drawing of specifications for the receipt of competitive bids,

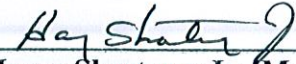
**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Midland Park that the following appointments for professional services for the year 2017 be and are hereby approved.

The appointment of the following professionals is hereby authorized and directed:

Stephen Puntasecca - Municipal Risk Manager  
 N.W.B.C.U.A. - Licensed Sewer Operator Services  
 Steve Rogut, Esq. - Bond Counsel  
 (Rogut McCarthy Troy LLC)  
 Northwest Regional - Health Services (Board of Health)  
 Health Commission  
 Izenberg Appraisal Associates – Borough Appraiser

**BE IT FURTHER RESOLVED**, by the Council of the Borough of Midland Park that aforementioned appointments for professional services be published in accordance with the Local Public Contracts Law.

  
 Adeline M. Hanna, Administrator/Clerk

  
 Harry Shortway Jr., Mayor

Member	Motion	Second	Aye	Nay	Abstain	Absent
Iannone			✓			
Kruis			✓			
Sansone			✓			
Braunius			✓			
Peet		✓	✓			
DeLuca	✓		✓			

