

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SECAUCUS MUNICIPAL UTILITIES AUTHORITY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 11

JANUARY 1, 2016 - DECEMBER 31, 2020

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PREAMBLE

THIS AGREEMENT is made and entered into effective as of this ____ day of February, 2017 between the SECAUCUS MUNICIPAL UTILITIES AUTHORITY, hereinafter referred to as the "Authority", located at 1100 Koelle Blvd., Secaucus, New Jersey 07094, and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 11, hereinafter referred to as the "Union", located at 810 Belmont Avenue, North Haledon, New Jersey 07508.

Witnessed:

WHEREAS, the Union has engaged in an election to demonstrate that it represents a majority of the employees employed by the Secaucus Municipal Utilities Authority, excluding all clerical, craft employees, confidential employees, managerial executives, and supervisors within the meaning of the Act:

WHEREAS, the Public Employment Relations Commission, by virtue thereof, has certified the said Union as the sole and exclusive bargaining agent for all the blue collar employees, excluding all confidential employees, professional employees, craft employees, clerical employees, managerial executives and supervisors within the meaning of the Act;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

Section 1 - The Secaucus Municipal Utilities Authority hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time employees now employed or to be employed by the Authority, excluding all clerical employees, professional employees, craft employees, confidential employees, managerial executives, and supervisors of the Authority in all those matters specifically provided for herein pertaining to wage; hours and conditions of employment.

Section 2 - The Bargaining Unit shall consist of all blue-collar employees of the Authority.

Section 3 - Wherever used herein, the term "employees" shall mean and be construed only as referring to Authority employees covered by this Agreement.

ARTICLE 2 - UNION SECURITY

Section 1 - The Employer agrees that it will give effect to the following form of Union Security:

All present employees who are members of Local Union 11 on the effective date of this Agreement shall remain members of Local Union 11 in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty-one (31) days after the effective date of this Agreement will pay a representation fee as set forth hereafter.

Section 2 - The Authority agrees that it will institute a form of Union security by which an employee who elects to not become a member of the Union shall be set a service fee equivalent to 85% of the initiation fee and annual dues payable to the Union by members. The implementation of this Union Security Clause shall be in accordance with the rules and regulations promulgated in accordance with law.

Section 3 - Check-off of Union Dues

The Employer hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:1415.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month, and such deductions made the first month shall be a double deduction, and thereafter the regular deduction shall apply to dues owed for the following month. Any member who does not receive a paycheck on the first payday of the month shall have these deductions made from the first pay he receives in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he leaves the employ of the Employer or is discharged. The Employer agrees to forward the full name and address of any employee for whom initiation fees are deducted. The Employer agrees to notify the Union weekly when members are discharged, granted leaves of absence or leave the employ of the Employer for any reason whatsoever.

Section 4 - In making the deductions and transmittals as above the specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within 15 calendar days after such deduction is made. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees on the 31st day of employment.

Section 5 - The Employer agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

Section 6 - The Union, in exchange for the implementation of this Article, hereby agrees to hold the Authority harmless against any and all claims or suits or other liability occurring as the result of the implementation of this Article. In any such action, the Union agrees to reimburse the Authority for any and all costs, including legal fees, for the defense of said suit, but the Authority specifically reserves the right to name its own attorney with respect to its defense.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 1 - A grievance shall be a claim made by an employee that said employee has been harmed by interpretation or application of this Agreement.

Section 2 - A grievance to be considered under this procedure must be in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of grievance. If the grievance is unanswered by management within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next step.

Section 3 - Procedure

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. If the grievance is unanswered by management with the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next step.
- b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Superintendent. The Superintendent shall, within five (5) working days thereafter, give an oral or written decision on the grievance. If the grievance is unanswered by the Superintendent with the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next step.
- c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing, and the Shop Steward shall serve the same upon the Executive Director within five (5) working days. Within five (5) working days thereafter, the grievance shall be discussed between the Executive Director and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter. If the grievance is unanswered by the Executive Director within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next step.
- d. If the decision by the Executive Director is unsatisfactory the Union shall within five (5) working days of the date that decision was rendered, or should have been rendered, notify the Director that it wished the matter to be placed before the Board of Commissioners. The Board of Commissioners shall consider the grievance at its next following meeting and issue a response in writing to the Union within five (5) working days of such meeting.
- e. In the event the grievance is not satisfactorily resolved by the above steps, then both parties agree that within ten (10) calendar days, either party may request the Public Employment Relations commission to appoint an arbitrator according to

the rules and regulations of said Commission, who shall have the full power to hear and determine the dispute, and his decision shall be final and binding.

Section 4 - The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5 - The cost of the arbitration, other than the cost incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

Section 6 - The time limits set forth in the above steps may be expanded or contracted by mutual consent.

Section 7 - In the event an attempt is made by the Union to submit to arbitration a matter not deemed to be arbitrable under this Agreement, and it is necessary for the Authority to seek injunctive relief, in the event the Authority is successful in such action, the Union shall pay all cost involved in the processing of such application for injunctive relief, including but not limited to counsel fees, costs of suit, and attendant expenses.

Section 8 - The SMUA has a progressive level system of disciplinary actions. Verbal; Written; Suspension. If an employee receives a verbal warning for a minor infraction and then has no other disciplinary actions for the subsequent one (1) year period, this verbal will be removed from the disciplinary action file. However, a record will be maintained in the employee's files.

ARTICLE 4 - EMPLOYEE TRAINING AND PERFORMANCE

Section 1 - The Authority agrees to continue to provide on-the-job training to all employees employed the Authority.

Section 2 - The employees and the Union hereby agree that all employees are to be qualified to do all required jobs with the Authority. Any employee unable to perform all required duties within 12 months of the date of execution of this Agreement may be either reduced to a lower grade of pay or termination back without recourse.

Section 3 - At the sole discretion of the Authority, and as a condition of continued employment, new employees may be required to take and pass the Introductory Water and Wastewater Treatment course. Said employee will be scheduled accordingly so that attendance at the course does not interfere with the operation of the facility. Upon submission of proof of completion with a passing grade, the Authority will reimburse the employee for all costs of registration, tuition, and books and materials. Any employee who wishes to continue schooling for advanced courses in water and wastewater treatment may do so. Approval of the Executive director for courses shall allow said employee to apply for reimbursement for the cost of tuition and books upon submittal of proof of completion with a passing grade. Any employee who does not successfully complete the course the first time, may in the sole discretion of management, be permitted to retain employment while re-taking the course at his/her own cost and on his/her own time.

ARTICLE 5 – SENIORITY

Section 1 - The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire in a department basis, with the employee with the longest length of continuous and uninterrupted department service to be placed at the top of said seniority list. The names of all employees with shorter length of service appear at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer. If any employee shall date from the employee's date of last hiring with the Employer.

Section 2 - Other than seasonal and part-time employees, new employees retained beyond the probationary period shall be considered regular employees, and their length of service with the Employer shall begin with the original date of their employment, and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

Section 3 - Probationary Period

- a. The first sixty (60) scheduled working days of employment for all new employees shall be considered a probationary period. If the Employer request an additional sixty (60) scheduled working days, such additional period of probation shall be granted by the Union.

During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in, this Agreement. The Employer shall have no responsibility for the re-employment of, newly engaged probationary employees if they are dismissed during the probationary period.

Section 4 - Promotions and Vacancies

- a. The Authority specifically reserves the right to determine the number of classifications of all positions and the qualifications for employment in said positions.
- b. In the event that the Authority determines that a vacancy exists, or creates a new position within the unit, it shall post a notice of such new job or vacancy on the bulletin board for a period of 5 working days. Such notice shall contain a description of the job, the pay range, qualifications, when the job will be available, and to whom applications are to be submitted.
- c. Promotional Opportunities: All interested employees may submit applications for such openings. The Authority shall determine which, if any, of the applicants are qualified for the openings, in its sole discretion. If, in the discretion of the Authority, there are 2 or more equally qualified applicants, then the most senior employee shall be given an opportunity to perform the job.

- d. Any employee promoted or transferred shall be probationary for 60 days, and if found unsatisfactory during that time, shall be returned to their prior duties.

Section 5 - Reduction in Force

- a. The Employer agrees that it will not engage any new employee in a department unless all of the regular, full-time employees in that department are working the scheduled hours noted in this agreement.
- b. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer. The employee with the least seniority shall be laid off first, and in re-hiring the reverse principle shall apply; namely the last employee laid off shall be the first to be re-hired.
- c. In the event of a reduction in the number of persons in a job classification, or of the abolition of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, and secondly, into a classification carrying a lesser rate of pay, only if said employee is qualified to perform the duties, in the sole discretion of management, and is of greater seniority than the employee who would be bumped.
- d. Notice of any impending layoffs shall be placed upon the bulletin board thirty (30) calendar days prior to the layoff.
- e. An employee's seniority shall cease under the following conditions:
 - 1. Resignation or termination of employment for cause
 - 2. Absence without notice or leave for 5 consecutive days shall constitute a resignation.
 - 3. Layoff of more than 12 consecutive months.
- f. An employee shall have 48 hours from receipt of a recall notice to report to work. If an employee does not report within the 48 hour period, all rights to recall are waived.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Section 1 - The regular workweek shall consist of 40 hours per week, scheduled in 8 hour shifts, as per past practice.

Section 2 - Employees required to work more than 40 hours in any 7 day period shall be paid for overtime at the rate of time and one-half in accordance with the following schedule:

0-15 minutes	no compensation
15-30 minutes	1/2 hour compensation
Over 30 minutes	a full hours pay

** Sick time shall not count as hours worked for purposes of overtime in compliance with the Fair Labor Standards Act.

Section 3 - Any employee scheduled to work on a sixth or seventh day shall receive overtime compensation at the rate of time and one-half, provided the 40 hour minimum has been achieved. In the event of a State declared emergency, an employee working more than sixteen (16) consecutive hours would be eligible for double time after the sixteen (16) consecutive hours has been worked.

Section 4 - In the event an employee is recalled after the completion of his shift at a time not contiguous with his shift, that employee shall be guaranteed a minimum of four (4) hours pay at the premium rate of time and one-half. The employer shall have the right to require the employee to work the four (4) hours minimum.

Section 5 - It is specifically understood that overtime is mandatory. Overtime, to the extent possible, shall be shared equally among employees qualified to do the work. A seniority system among qualified employees shall be utilized to this end.

Section 6 - All employees shall register their arrival and departure from work on the time clock. Late check-in shall result in docking to the nearest quarter hour.

Section 7 - Breaks - Employees shall be entitled to one fifteen (15) minute break in the A.M. and one fifteen (15) minute break in the P.M., during which the employees shall remain at their workstations. When crews are on the road, one employee shall go for coffee, etc.

Section 8 - Change in Shift

- a. The Employer shall have the right to alter shift assignments or schedules or hours, provided the employees shall be given 16 hours notice of such change.
- b. If the Employer shall determine to change an employee's shift or schedule assignment on a temporary or permanent basis and the employee is given less than

16 hours notice of such shift change, then in that event, the employee shall receive one and one-half hour times his normal rate of pay for the first shift so worked.

c. An employee's shift shall not be altered without good cause.

Section 9 Except in case of emergency or in the event of performance of an assignment job, no seasonal employees shall perform in excess of 40 hours per week, the duties of employees in the bargaining unit, nor shall seasonal employees be hired or retained if regular permanent employees are on a temporary layoff due to a reduction in force.

Section 10 - When an employee is called in on emergency or for snow removal, and the employee works 10 or more consecutive hours, said employee shall be granted a half hour meal period at no loss of pay for such period, and shall be granted additional one-half hour for each 5 hours over the above mentioned 10 hours. At each such meal period, the employee shall be reimbursed for his meal at the rate of \$12.00.

Section 11 - Employee shall be paid \$14.00 per day for stand-by pay. Only the employees who are scheduled for stand-by pay shall be eligible to receive stand-by pay; alternates will not receive stand-by pay. Standby pay shall be increased as follows:

2016 - \$19.00

2017 - \$20.00

2018 - \$21.00

2019 - \$22.00

2020 - \$23.00

Section 12 - Effective January 1, 2009 a 10% night differential shall be paid for shift changes that are made by management to cover open shifts. Effective January 2, 2017, nighttime differential shall be paid at the rate of \$0.25 per hour for work performed between the hours of 6:00 p.m. and 6:00 a.m. This differential shall be paid only for hours that are actually worked by the employee. As this is a monetary issue, the positions have to be posted prior to award of an increase in salary.

Section 13 - At the discretion of the Executive Director and/or his designee, four (4) employees may be on site at times during snow storms/blizzards and heavy rain or flooding conditions.

ARTICLE 7 - HOLIDAYS

Section 1 - During each year of this Agreement, the Employer agrees to grant all full-time employees within the bargaining unit fourteen (14) paid holidays in accordance with the following schedule:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Day

In addition, each employee shall receive two additional holidays to be paid in cash at the employee's regular daily rate of pay. Payment shall be made in December of each year.

Section 2 - Employees who work on any of the above holidays shall be paid for such work at the rate of two and one half times the employee's regular rate, which shall include the holiday pay. To be eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work day after the holiday, unless the day is an excused day with pay, or there are extenuating circumstances to be stated in writing. If an employee provides a doctor's note of an illness, this may be considered as a legitimate excused day off. However, a patterned use of medical leave will result in denial of holiday pay. If an employee works the holiday, they shall be entitled to the determined overtime rate. To be eligible for the overtime rate, the employee must work the day prior to and following the celebrated holiday.

Section 3 - If a holiday falls on an employee's regularly scheduled day off, it may be celebrated and compensated accordingly on the day following or preceding such holiday, at the discretion of the Employer. An employee may request either the day before or after a celebrated holiday by providing a minimum of five (5) calendar day's written notice to management. The request will be granted or denied upon review by management.

ARTICLE 8 – VACATION

Section 1 - All full-time employees shall be entitled to vacation with no loss of pay in accordance with the following schedule of service to the Authority.

2016-2020

After completion of 1 year of service	8 working days
After completion of 2 years of service	13 working days
After completion of 5 years of service	14 working days
After completion of 6 years of service	15 working days
After completion of 7 years of service	16 working days
After completion of 8 years of service	17 working days
After completion of 9 years of service	21 working days
After completion of 16 years of service	21 working days
After completion of 17 years of service	21 working days
After completion of 18 years of service	21 working days
After completion of 19 years of service	21 working days
After completion of 20 years of service	24 working days
After completion of 25 years of service	25 working days

Section 2 - The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, the employee shall be compensated for a pro-rata share of vacation time that may be due said employee in accordance with the above schedule.

Section 3 - The vacation schedule shall be sent each employee to select his or her vacation period. In preparing the final vacation schedules, the Employer shall endeavor to assign vacations on the basis of department seniority of its employees.

Section 4 - Vacations may be taken any time between January 2nd and December 31st. Final scheduling shall be with the approval of the Employer.

Section 5 - Any employee may carry over up to two weeks vacation for one year only. Any such vacation not taken in the second year shall be lost. Accumulations shall be for one year only, and the entire carried over period in addition to the current vacation must be taken in the second year.

ARTICLE 9 – LEAVES

Section 1 - Leave of Absence Without Pay

- a. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding 30 days. Extensions for such leave may be granted for an additional 30 days. Such leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties. Such leaves granted for handicapped or incapacitated employees shall not affect the accrual of seniority rights of the employee. Seniority shall accrue as if the employee was working during the temporary leave of absence.
- b. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.
- c. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons, when the leave is desired, and the expected return to duty date.
- d. Any employee leaving a position prior to receiving such written authorization by the respective Department Head involved shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the employer.
- e. While on unpaid leave status, no seniority shall accrue, nor shall any employee be entitled to benefits under this Agreement. An employee may, however, make appropriate arrangements to repay health insurance premiums for the time of such leave.
- f. Donated Leave: Employees are entitled to participate in the Town-wide Donated leave Policy. All eligibility and procedural requirements are included in the Bulletin: "Town of Secaucus, Donated Leave Policy".
- g. All such leaves are at the specific discretion of the Board of Commissioners.

Section 2 - Paid Sick Leave

- a. Service Credit for Sick Leave
 1. All permanent full-time employees shall be entitled to sick leave with pay based upon their aggregate years of service.

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

b. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment, and 15 working days in every calendar year thereafter. All employees hired on or after January 1, 2016 shall earn one (1) sick day per month for the first full year of employment. After the completion of the first full year of employment, the employee shall be afforded fifteen (15) sick days per year.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. In the event an employee suffering a bona fide long-term illness exhausts all accumulated sick leave, the Board of Commissioners, upon application by employee, may grant additional sick leave at their discretion.

c. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Authority shall be notified prior to the employee's starting time.
2. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.
3. Absence without notice for 5 consecutive days shall constitute a resignation. When an employee is returning from sick leave, said employee shall, whenever practical call, to inform the supervisor of his intended return at least 4 hours in advance of the scheduled start of the shift.

d. Verification of Sick Leave

1. An employee who shall be absent on sick leave for 5 or more consecutive work days or 5 or more days in any month shall be required to submit acceptable evidence substantiating the illness. The Authority may require proof of illness of an employee on sick leave, notwithstanding the limitation in the preceding sentence, whenever it is reasonably suspected that the employee is abusing it. Abuse of sick leave shall be cause for disciplinary action. The medical evidence shall indicate the extent to which it incapacitates the employee, and prognosis for recovery, all in the form of a Physician's certification. In the event of any question concerning

the above entitlement, the Authority may require the employee to be examined by the Authority's Physician.

2. In case of leave of absence due to exposure to a contagious disease, a certification form from the Department of Health shall be required.
3. The Authority may require an employee who has been out because of personal illness, as condition of this return to duty, to be examined at the expense of the Authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.
4. Any employee who retires in accordance with the requirements of the pension system for a regular retirement shall be entitled as a terminal leave benefit to be remunerated based upon 50% of his unused accumulated sick leave at the daily rate in effect at the time of retirement. This total is capped at 50% of 300 days, or a total of 150 days. All sick leave payouts for all employees must be in compliance with State law.
5. In the event of an on-the-job injury, such injury shall be reported immediately, and the employee shall be entitled to collect worker's compensation in accordance with the law.

e. Sick Leave Incentive

Employees who do not use a sick day in a full calendar year shall receive \$750.00 in January of the following year. Employees who use five (5) sick days or less for the full calendar year shall receive \$325.00 in January of the following year.

Section 3 - Bereavement Leave Pay

- a. Full-time employees shall be granted five (5) days off with pay at the employee's straight time rate in the event of the death of an employee's spouse or child or any other member of the immediate family, defined as parent, parent-in-law, sister, brother, grandparent, grandchildren, child or stepchildren, or any other member of the employee's household who resides with that employee. The Employer reserves the right to verify the legal relationship of a family member of the employee.
- b. Employees shall be granted 1 day off, the day of funeral, without loss of pay for the funeral of aunt, uncle, niece or nephew.

Section 4 - Jury Duty - Any full-time employee who is called for jury duty shall be paid his full compensation for each day of jury service. The employee shall be required to give prior notice to the Employer of the call to duty.

Section 5 - Personal Day - Upon completion of one year of employment each full-time employee shall be entitled to use three (3) personal days with no loss of pay. The personal days provided for herein shall not be accumulative. The employee shall provide at least 7 days notice of

intended use of the personal day, except in the event of an emergency. Personal days may not be used contiguous to any holiday.

Section 6 - Any employee whose work record exhibits a pattern of excessive absenteeism, whether from use of sick leave, injury leave or any other cause, shall be subject to disciplinary action up to and including discharge.

Section 7 - The parties acknowledge that the right of the Employer to require a physical or psychological examination of any employee at any time, provided the Employer assumes any cost not covered by the health insurance program. This shall include drug and alcohol abuse procedures.

Section 8 - Disability - Any employee who exhausts sick leave shall be entitled to such rights as may be provided pursuant to the State and Federal Family Leave Act.

ARTICLE 10 - VETERAN'S RIGHTS AND BENEFITS

Section 1 - The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of Military Service. Each such employee shall have the right of reinstatement to the former position held, or to position of equal status. At the salary rate previously received by the employee, at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2 - Such reinstatement of veterans shall be upon application therefore made within 90 days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3 - The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called, with impairment of said employee's seniority rights, and shall pay the difference between such service pay and 8 hours straight time for scheduled working time lost.

Section 4 - The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.

ARTICLE 11 - WELFARE AND PENSION BENEFITS

Section 1 - The Authority will provide coverage for each member and the member's dependents utilizing the State Health Benefits Program (SHBP) and shall offer all plans to members of this unit as permitted by SHBP or an equal or better plan at the Authority's option. The Authority will provide the optional SHBP prescription drug plan or an equal or better plan to the members of this unit. The Authority will maintain a dental program equivalent to the coverage provided other municipal employees.

All employees shall contribute to health benefits pursuant to State law. The Employer will pay 50% cost of increase to member insurance contributions for any increases commencing on or after January 1, 2017. To the extent allowable by law, the Authority agrees to convert their present health benefits equivalent to a stipend for the waiver of health benefits equivalent to 25% of the cost of those benefits or \$5,000.00, whichever is less, unless this amount is changed by any future law or regulation. This payment shall be made in the year after the benefits are waived and will be prorated for any portion worked and/or portion the member was eligible for enrollment in SHBP.

Section 2 - The Authority reserves the right to change insurance carriers so long as substantially similar benefits are provided.

Section 3 - All members of the bargaining unit shall receive an annual payment of \$150.00 for the purchase of an optical benefit in December of each year. If an employee submits a receipt for an eye exam or eyeglasses, this benefit will increase to a total of \$300.00.

Section 4 - In the event the Authority increases the current insurance program for other municipal employees during the term of this Agreement, similar increases and benefits shall be provided to members of this unit.

Section 5 - Employees shall notify the Authority of any change in marital status or eligible dependents affecting insurance coverage within thirty (30) days of such change.

ARTICLE 12 – DISCHARGE

An employee shall not be discharged, except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

ARTICLE 13 – UNIFORMS

Section 1 - The Authority shall supply any new employee who passes the probationary period with a full set of uniforms. Said employee shall not be entitled the clothing allowance benefit for this first year.

Section 2 - The Authority shall provide each employee with rain gear.

Section 3 - Any employee not properly uniformed shall be sent home and docked for the day. Continued violation of safety or uniform requirement may subject employees to disciplinary action.

Section 4 - The Authority shall provide an allowance of \$1,050.00 per year. This allowance shall be paid in December of each year towards purchase and maintenance of work uniforms. This allowance includes work boot purchase.

Section 5 - The Executive Director shall establish a dress code for each department, and any employee without his/her proper uniform or safety equipment shall not be permitted to work, and shall be docked for time lost as a consequence of such failure to appear in proper attire and when the appropriate safety equipment as determined by the Executive Director.

ARTICLE 14 – GENERAL

Section 1 - It is agreed that the parties hereto will continue their practice of non-discrimination against any employee because of race, color, creed, religion, nationality, or sex, and further that no employee shall be discriminated against because of legal Union activities.

Section 2 - No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3 - The Employer will put into effect a weekly pay schedule for the employees of this Bargaining Unit as soon as practical.

Section 4 - The Employer shall provide reasonable bulletin board space for the posting of official Union Notices.

Section 5 - There shall be no strike or lockout during the term of this Agreement.

Section 6 - All new appointees shall hold a high school diploma or equivalency, a valid New Jersey driver's licenses as a minimum requirement for the job title within this Bargaining Unit. In an effort to maintain proper staffing requirements, the Authority reserves the right to waive the requirement of a high school diploma/equivalency.

ARTICLE 15 – WAGES

Section 1 - Salaries shall be increased as follows:

- Calendar Year 2016 - Whichever is greater, \$2,000 or 3% increase on base salary.
- Calendar Year 2017 - Whichever is greater, \$2,000 or 3% increase on base salary.
- Calendar Year 2018 - Whichever is greater, \$2,000 or 3% increase on base salary.
- Calendar Year 2019 - Whichever is greater, \$2,000 or 3% increase on base salary.
- Calendar Year 2020 - Whichever is greater, \$2,000 or 3% increase on base salary.

Section 2 - The salaries for all employees hired prior to December 1, 2002 shall be set forth in the following salary guide:

Years of Service	2015	2016	2017	2018	2019	2020
6-10 Years	\$57,805.69	\$59,805.69	\$61,805.69	\$63,805.69	\$65,805.69	\$67,805.69
11-15 Years	\$58,927.01	\$60,927.01	\$62,927.01	\$64,927.01	\$66,927.01	\$68,934.82
16-20 Years	\$60,048.32	\$62,048.32	\$64,048.32	\$66,048.32	\$68,048.32	\$70,089.77
21-25 Years	\$61,732.56	\$63,732.56	\$65,732.56	\$67,732.56	\$69,764.54	\$71,857.47
25+ Years	\$62,294.72	\$64,294.72	\$66,294.72	\$68,294.72	\$70,343.56	\$72,453.87

Section 2a - For employees hired on or after January 1, 2012, the starting salary shall be as follows: On the employee's anniversary date of hire, \$1,000.00 shall be added to their base salary for the first five (5) full years of employment.

Calendar Year 2016	\$28,840.00
Calendar Year 2017	\$29,705.20
Calendar Year 2018	\$30,596.36
Calendar Year 2019	\$31,514.25
Calendar Year 2020	\$32,459.67

Section 2b - Upon completion of the first full year of service credit for years of service will be granted for an entire year if the date of hire is between January and June 30th. Any employee hired after June 30th will not receive credit for that year until the following January 1st.

Section 3 - The Authority agrees to the following for the "S" grade license attained.

Any employee who currently holds an S1 license will receive a one-time \$1.00 per hour increase in base salary.

Any employee who currently holds an S2 license will receive a one-time \$2.00 per hour increase in base salary.

Any employee who has an S1 license and obtains an S2 will get an additional \$1.00 per hour one-time increase in base salary.

Any employee who obtains an S1 license during the length of this contract will receive a one-time \$1.00 per hour increase in base salary.

Any employee who fails to obtain an S1 license by the conclusion of this Collective Bargaining Agreement shall not be eligible for the higher license stipend in the future.

Christopher Clynes is currently the only employee with an S2 license. As such, Christopher Clynes shall receive a one (1) time increase in base salary by \$4,160.00. No other employees shall be afforded this roll in in salary.

Section 4 - the Authority agrees to the following for the "C" license attained:

Any employee currently maintaining a C1 license shall have the \$350 (C1 License Stipend) rolled into base salary.

Any employee currently maintain a C2 license shall have the \$500 (C2 License Stipend) rolled into base salary.

Section 5 - The qualified Alternate Jet Truck Operator shall receive a one-time increase in base salary of \$0.50 per hour. As this is a monetary issue, the positions have to be posted prior to award of an increase in salary.

ARTICLE 16 - MANAGEMENT RIGHTS

Section 1 - The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the forgoing, the following rights:

- a. To the executive management, and administrative control of all Authority Functions, properties and facilities and the activities of all Authority Employees;
- b. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of the continued employment or their dismissal or demotion and to promote and transfer employees as necessary;
- c. To maintain the efficiency of Authority operations;
- d. To take all necessary action to carry out its mission in emergencies;
- e. To exercise complete control and discretion over its organization and the technology of performing work;
- f. To schedule employee hours;
- g. To take disciplinary action;

Section 2 - The exercise of the forgoing rights, powers, authorities, duties and responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement, and then only to the extent such specific express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

Section 3 - It is understood and agreed that the Authority, at its sole discretion, possesses the right, in accordance with applicable law, to manage all operations, including the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the Employer, except as specifically modified by this Agreement in accordance with Section 2 above.

ARTICLE 17 - FULL-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered in this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 18 - EDUCATIONAL PROGRAMS

The Employer agrees to contribute \$0.02 per hour to Teamsters Local 11 Educational Program, or their designee, for all hours an employee receives pay in accordance with memorandum executed by the parties. Such fund is to be administered in accordance with the Northern New Jersey Teamsters Benefit Plan Trust Agreement by an equal number of Employee Trustees.

ARTICLE 19 - UNION VISITATION

Section 1 - An official representative of the Union shall be allowed to visit the Company's plant for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting the adjustment of grievance. This right shall be exercised reasonably. Such visit shall be done with minimum interference with production and other work functions in or upon the Company's premises.

Section 2 - The representative of the Union in such cases shall notify the Employer upon his arrival at the plant and upon his leaving the plant.

ARTICLE 20 - SHOP STEWARD

Section 1 - The Union may appoint one of their accredited members to act as Shop Steward. It shall be his duty to receive complaints, and dispose of them in the manner provided under Grievance Procedure and Arbitration. It is the intention of the parties hereto that the Shop Steward will, to the best of his ability, attempt to carry out the terms, provisions and intentions of this Agreement, and to that end will cooperate with management to the fullest extent. It is understood and agreed however, that the Shop Steward shall have no authority of any kind save that given under this Agreement. It is also agreed that the Shop Steward will be the first man to report to work and the last man to be laid off, regardless of seniority rating, and shall be subject to all other provisions of this Contract.

Section 2 - The Shop Steward shall not be discriminated against, because of his faithful performance of duties as such.

Section 3 - The authority of the Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 1. that have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods or any other interference with the Employer's business.

Section 4 - Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

Section 5 - The Employer shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Section 6 - Stewards shall be permitted to investigate, present and process grievances on the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. Overtime hours may be paid in compensatory time off.

Section 7 - The Shop Steward shall have seniority preference for layoff purpose ONLY.

Section 8 - The Chief Steward or his designated alternate will be permitted to attend arbitration hearings without loss of pay and without applying compensatory time or overtime.

Section 9 - The Employer agrees to allow reasonable time for the Shop Steward or the designated alternate to hand out Union receipts, communications, etc., which have been sent by the Union office to be distributed to its members, at a time designated by the Employer so as not to affect plant efficiency.

ARTICLE 21 – DURATION

Section 1 - This Agreement shall become effective January 1, 2016 as to wage rates, and for all other purposes upon the date of execution of this Agreement, and shall continue in full force and effect until December 31, 2020.

Section 2 - This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least 60 days prior to the expiration date to change or modify or terminate this Agreement. In such case, the parties shall endeavor to negotiate a new Contract within 60 days prior to the expiration of this Agreement.

Section 3 - Except as set forth above, all provisions of the Collective Bargaining Agreement between the parties remain unchanged.

ARTICLE 22 – CLASSIFICATIONS

In the event a new labor classification is required, said requirements and compensation shall be revisited with the union representation.

ARTICLE 23 - PART-TIME EMPLOYEES

The Secaucus Municipal Utilities Authority shall be afforded the right to hire part-time employees to perform the duties of employees in the bargaining unit. Part-time employees shall not work in excess of twenty-four (24) hours per week. Except in the case of an emergency or in the event of an assigned job, a part-time employee shall perform in excess of twenty-four (24) hours per week. Part-time employees shall not be hired or retained if regular permanent employees are on a temporary layoff due to a reduction in force.

Part-time employees shall not be afforded any benefits, including but not limited to leave time and/or health benefits.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

SECAUCUS MUNICIPAL UTILITIES
AUTHORITY

By: [Signature]

By: [Signature]

By: _____

Dated: 4/26/17

I.B.T. LOCAL UNION NO. 11

By: [Signature]
Michael Curcio, President

By: [Signature]
Matthew McGourty, Business Agent

By: [Signature]
John Baer

By: [Signature]
Luke Smentowski

Dated: 4-26-17