AGREEMENT

between

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 866

EFFECTIVE

January 1, 1993

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This Agreement made and entered effective the 1st day of January, 1993, by and between THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY, a municipal utilities authority of the State of New Jersey, hereinafter referred to as the "Authority", and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 866, hereinafter referred to as the "Union";

WHEREAS, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Authority recognized as being represented by the Union as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. Representation and Recognition. The

Union having been certified as a result of an election conducted

by the State of New Jersey Public Employment Relations Commission

as the representative for the purposes of collective negotiations

is hereby recognized by the Authority as the exclusive representative

of all employees in the negotiating unit. The negotiating

unit shall consist of all full and part-time white and blue

collar employees of the Authority except all managerial executives,

supervisors, confidential employees and police within the

meaning of the Public Employment Relations Act.

ARTICLE II

DUES CHECK OFF & AGENCY SHOP FEES

Section 1. The Authority agrees, for each of its employees covered by this Agreement, who in writing authorizes the Authority to do so, that it will deduct from the earnings

payable to such employee, the monthly dues and initiation fees, if any, for each such employee membership in the Union. Deductions shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.

Section 2. The Union dues deducted from an employees

Section 2. The Union dues deducted from an employees pay will be transmitted to the Secretary Treasurer of Local 866 by check within ten (10) working days after the first period in which the deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

Section 3. The Union agrees to furnish written authorization in accordance with the State Statute (N.J.S.A. 52:14-15.9) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State Statute, as well as all other applicable provisions of law pertaining to dues check off.

Section 4. Any employee who decides not to join the Union after the one hundred and eighty (180) days probationary period shall as a condition of employment, pay a Representatation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty five percent (85%) of the regular Union membership dues fees, and shall be in accordance with the provisions of N.J.S.A. 34:13A-5.4.

Section 5. The Union agrees that it will indemnify and save harmless the Authority against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Authority at the request of the Union.

Section 6. No Discrimination or Coercion. Neither the Authority nor the Union shall unlawfully discriminate

against or in favor of any employee because of such employee's race, color, religion, sex, national origin or age. The Authority will not discriminate against employees because of lack of membership in the Union.

ARTICLE III

MANAGEMENT RIGHTS

The management of the Authority and the direction of the working forces, including but not restricted to the right to plan and execute operations, the right to hire, the right to determine the qualifications of applicants for employment, as well as the number and class of employees it shall hire, the right to determine the number and class of employees it shall retain in employment at all times, shall vest solely and exclusively with the Authority. The right to assign, reassign, transfer, promote, demote, layoff and release employees for just cause and the right to impose discipline for just cause, shall vest solely and exclusively with the Authority, subject, however, to the terms of this Agreement and the laws of the State of New Jersey governing public employment. Nothing contained in this Agreement shall be construed to deny or restrict the Authority under N.J.S.A. 40:14B-1 et seq. or any other law of the State of New Jersey.

ARTICLE IV

HOURS OF WORK

Section 1. Workweek. The basic workweek will consist of five consecutive workdays commencing on Monday and ending on Friday, except in cases of a seven day schedule of operations where two days other than Saturday and Sunday may be considered regular days off during the regular workweek.

Section 2. Workday. The basic workday for all field employees will consist of eight hours exclusive of a meal

period which will not be considered paid time. The basic workday for office employees will consist of seven hours, exclusive of a meal period which will not be considered paid time.

Section 3. Overtime.

- (a) Work performed in excess of the basic workday, on Saturday, if Saturday is not part of the employee's basic five day workweek, and during a fourth shift worked without interruption immediately after an employee has worked three consecutive full shifts, will be paid at one and one-half times base rate of pay. If Saturday is part of an employee's basic five day workweek, the employee shall be paid one and one-half times base rate for all work performed on the first day off after his basic workweek.
- (b) Two times base rate shall be paid for all work performed on Sunday if Sunday is not a part of the employee's basic five day workweek. If Sunday is part of an employee's basic five day workweek, he shall be paid two times base rate for all work performed on the second day off after his basic workweek.
- (c) One and one-half times base pay in addition to the holiday pay consisting of pay for a basic workday shall be paid for all work performed on a holiday, except that for work performed on New Year's Day (January 1), Thanksgiving Day and Christmas Day (December 25), two times base rate shall be paid for all work performed in addition

to said holiday pay.

(d) Overtime shall be offered where possible on a departmental seniority basis among qualified employees. Authority and job classification seniority lists can be maintained and provided to the Union in accordance with Article VIII entitled "Seniority".

Section 4. Meal Allowance. An employee who is required to work four or more hours of overtime past his normal quitting time shall receive a meal allowance of \$5.00 for every four such continuous hours worked. One-half hour meal time shall be allowed after each four hours of overtime worked. The Authority shall not be required to pay meal expense to an employee who works eight hours or less on a holiday or other rest day for which overtime has been scheduled in advance.

ARTICLE V

STANDBY AND CALL OUT

Section 1. Standby. An employee required to be on standby during his basic workweek shall be paid at the rate of two hours at base rate (straight time) for each daily period during which he is on standby and four hours at base rate for each sixth or seventh day of his workweek on which he is required to be on standby.

An employee on standby is subject to immediate recall to work if an emergency makes it necessary and while he need not remain at home, he shall leave a telephone number where he can be readily reached so that he can report for work no more than 1/2 hour after being telephoned to do so.

Section 2. <u>Call Out.</u> Both parties to this Agreement recognize that their primary function is the rendering of service to the customers of the Authority. In rendering such

service, it is often necessary to cope with unexpected and unpredictable emergency situations which require the return to work of some employees outside regular working hours.

In order to assure that the minimum number of qualified personnel are readily available when necessary, the standby pay contained in this article is established. However, a particular emergency may necessitate the call out of persons in addition to those on standby.

In the event that an employee is called out to work outside his regularly scheduled hours, including any pumpman called out to make rounds of the pumphouses, he shall be paid for all hours actually worked at the applicable rate under Article IV ("Hours of Work") of this Agreement and be paid for a minimum of four hours at the applicable rate if less than that number of hours' work is performed on that call out. The call out minimum will not apply separately to each call out after an employee has been called out more than twice on the same calendar day. Overtime performed immediately before regularly scheduled hours or immediately before or immediately after a meal recess shall not be subject to any minimum.

Both the Authority and the Union are well aware that it is only through the establishment of an environment which promotes a sense of responsibility and an attitude of cooperation on the part of the Authority's management personnel and those employees represented by Union can it be assured that an adequate number of employees will respond to emergency call outs.

In order to establish such an environment, the parties agree as follows:

(a) The Authority will maintain and furnish the Union with current seniority lists and will instruct supervisors and other Authority personnel to follow such lists on a rotation basis when calling out employees in

an emergency, with the qualification that employees called must be capable of performing the work involved. Reasonable attempts will be made to keep call outs to a minimum and to equalize the distribution of call outs equitably and fairly among qualified employees.

- (b) The Union will attempt to foster in the employees it represents a recognition of moral responsibility to accept necessary call outs to meet emergency situations.
- Union may request a meeting between the Local Grievance Committee of the Union and representatives of the Authority to discuss problems arising as a result of emergency call outs. The purpose of such a meeting would be to attempt to develop a plan of action to solve such problems insofar as the handling of unexpected emergencies is concerned.

ARTICLE VI

HOLIDAYS

Section 1. Observance. All permanent employees are entitled to the following holidays off with regular pay, except for those holidays occurring while in a non-pay status (including but not limited to absence while being paid workmen's compensation, military leave, maternity leave or any other unpaid leave of absence).

HOLIDAY SCHEDULE

1993

NEW YEAR'S DAY	JANUARY 1	FRIDAY
LINCOLN'S BIRTHDAY	FEBRUARY 12	FRIDAY
WASHINGTON'S BIRTHDAY	FEBRUARY 22	MONDAY
GOOD FRIDAY	APRIL 9	FRIDAY
MEMORIAL DAY	MAY 31	MONDAY
INDEPENDENCE DAY	JULY 5	MONDAY
LABOR DAY	SEPTEMBER 6	MONDAY
COLUMBUS DAY	OCTOBER 11	MONDAY
ELECTION DAY	NOVEMBER 2	TUESDAY
VETERAN'S DAY	NOVEMBER 11	THURSDAY
THANKSGIVING DAY	NOVEMBER 25	THURSDAY
DAY AFTER THANKSGIVING	NOVEMBER 26	FRIDAY
CHRISTMAS EVE	DECEMBER 24	FRIDAY

<u>1994</u>

NEW YEAR'S DAY	DECEMBER 31, 1993	FRIDAY
LINCOLN'S BIRTHDAY	FEBRUARY 11	FRIDAY
WASHINGTON'S BIRTHDAY	FEBRUARY 18	FRIDAY
GOOD FRIDAY	APRIL 1	FRIDAY
MEMORIAL DAY	MAY 30	MONDAY
INDEPENDENCE DAY	JULY 4	MONDAY
LABOR DAY	SEPTEMBER 5	MONDAY
COLUMBUS DAY	OCTOBER 10	MONDAY
ELECTION DAY	NOVEMBER 8	TUESDAY
VETERAN'S DAY	NOVEMBER 11	FRIDAY
THANKSGIVING DAY	NOVEMBER 24	THURSDAY
DAY AFTER THANKSGIVING	NOVEMBER 25	FRIDAY
DAY AFTER CHRISTMAS	DECEMBER 26	MONDAY

<u> 1995</u>

NEW YEAR'S DAY	JANUARY 2	MONDAY
LINCOLN'S BIRTHDAY	FEBRUARY 13	MONDAY
WASHINGTON'S BIRTHDAY	FEBRUARY 20	MONDAY
GOOD FRIDAY	APRIL 14	FRIDAY
MEMORIAL DAY	MAY 29	MONDAY
INDEPENDENCE DAY	JULY 4	TUESDAY
LABOR DAY	SEPTEMBER 4	MONDAY
COLUMBUS DAY	OCTOBER 9	MONDAY
ELECTION DAY	NOVEMBER 7	TUESDAY
VETERAN'S DAY	NOVEMBER 10	FRIDAY
THANKSGIVING DAY	NOVEMBER 23	THURSDAY
DAY AFTER THANKSGIVING	NOVEMBER 24	FRIDAY
CHRISTMAS DAY	DECEMBER 25	MONDAY

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day (July 4th)

Columbus Day

Veteran's Day

Election Day (General)

Thanksgiving Day

Day after Thanksgiving

Section 2. Holiday Pay. Employees shall receive pay for such holidays regardless of the day upon which such holidays fall so that holidays falling on Saturday will be celebrated on the preceding Friday and all holidays falling on Sunday will be celebrated on the following Monday. Overtime shall be paid for work on the day on which any of the above holidays is observed in accordance with that Section of Article IV entitled "Overtime".

Labor Day

ARTICLE VII

TRIAL PERIOD

Section 1. Trial Period for Employees. All persons who hereafter are hired by the Authority prior to becoming permanent employees shall be deemed to be on probation for a period of six months and shall be dischargeable at the sole discretion of the Authority, without regard to the other provisions of this Agreement, subject to the laws of the State of New Jersey for public employees.

Six months after written notification by the Authority of successful completion of the probationary period, an employee shall be eligible to receive compensation as outlined on the wage schedule and job title attached hereto and made a part hereof. The salary adjustment shall be paid the next January or July as appropriate.

ARTICLE VIII

SENIORITY

Section 1. The aggregate of all periods of employment with the Authority and/or the Town of Morristown prior to January 21, 1977 as shown by the records of the Authority and the Town of Morristown shall be known as "service". The provisions of this Article shall apply to full-time permanent employees only and shall not apply to full-time probationary employees who shall not accrue service credit during their probationary period.

Section 2. The length of service in a specific position or classification shall be known as "occupational seniority".

The length of service with the Authority or the Town of Morristown prior to January 21, 1977 shall be known as "Authority seniority."

Section 3. The Authority shall post each January

1, and July 1 revised occupational seniority and service seniority

lists and provide the Union with a copy of each.

ARTICLE IX

PROMOTIONS AND TRANSFERS

New Positions. When a vacancy in an existing position occurs or a new position is created, the Authority shall post a notice on the bulletin board for a period of five (5) working days, setting forth the duties and requirements of the position including the workweek. Such notice shall also state the salary range (minimum and maximum) for the position posted and the minimum qualifications to be met by the candidates for promotion to such vacancy or new position. At the time of posting, the Authority shall furnish to the Union a copy of the notice. Employees desiring to be considered must, before such date as is specified in the notice, make application to the Executive Director setting forth their qualifications

by letter. If a vacancy in a position is not posted within ten working days after the vacancy occurs, the Executive Director or his designee shall inform the Union why the position has not been posted. If a vacancy is not to be filled, the Authority shall notify the Union.

When the Authority desires to create a new position within the negotiating unit, the Authority, prior to posting, shall furnish the Union with the job classification, salary range (minimum and maximum), duties, qualifications, for and requirements of the new position.

The Authority shall not be required to give consideration to the promotion of employees who do not make application within the period of posting of the notice, with the exception that employees who are absent from work for two full workdays during such period and who have at least the minimum qualifications for the positions being filled shall be considered to have filed an application for the position. The Authority will inform the Union of the names of the applicants for the posted position promptly after the posting has been removed.

The Authority may fill a position with a person from outside of the negotiating unit where no qualified employee from within the negotiating unit applies for the position.

Section 2. Filling Vacancies. Vacancies shall be filled based upon the application of relevant and reasonable criteria which shall be established by the Authority as to each vacancy. In all promotions to classifications within the negotiating unit, full consideration will be given to the following qualifications of each applicant:

- (a) Ability to do the job.
- (b) Experience in types of work related to job being filled.
- (c) Promptness and regularity in reporting for work.

(d) Observance of Authority rules and regulations. (e) Physical fitness for the job being filled. (f) Performance record in present and previous jobs. For all promotions to classifications within the negotiating unit, where the qualifications for two or more candidates are reasonably equal, seniority shall govern. In all promotions to classifications within the negotiating unit which include any supervisory responsibilities, full consideration will also be given to indicated ability to perform supervisory duties. Prior to the formal announcement of the successful candidate for a vacancy or new position, the Executive Director shall inform the Union of the successful candidate and the reasons for his selection and the non-selection of the unsuccessful candidates. Trial Period. An employee who is promoted Section 3. or transferred to a position, not previously held by him, shall receive instructions and training in such position and shall be given a minimum of ninety (90) days trial period in the new position. At the completion of the ninety (90) days trial period, the employee shall be promptly furnished with a written notification advising him of the Authority's decision whether he has qualified in the position, a copy of which shall be furnished to the Union. An employee who fails to meet the job requirements within the trial period shall be reassigned to his former classification or job without loss of seniority at the appropriate rate of pay. The appropriate rate of pay for such employee shall be the rates which would have been earned if he had not left the position from which he was promoted. New Jersey Law. Nothing in this Article Section 4. or in this entire Agreement shall be construed in any manner - 11 -

which would limit, abrogate or deny the employees of the Authority their rights under the laws of New Jersey.

ARTICLE X

LAYOFF AND RECALL

Any layoff and recall of employees covered by this Agreement shall be governed by seniority. In the event that it becomes necessary to layoff members of the negotiating unit, such layoffs shall be made in reverse order of hiring (those hired last will be laid off first) and the recall of laid off employees shall be made in the reverse order of layoff so that employees with the greater seniority will be recalled first, provided that in order to receive the benefit of seniority provided in this Article such employees who would be retained in the event of a layoff or recalled must be qualified to perform the work available.

ARTICLE XI

VACATION

Section 1. During an employee's first year of employment, a permanent employee shall earn one day of vacation for each month worked. First year employees hired prior to June 1st of the current calendar year shall be entitled to use up to 6 days of vacation when earned. First year employees hired after June 1st of the current year shall not be eligible to use vacation days until the following calendar year.

Following the first calendar year of employment, all permanent employees covered by this Agreement shall receive vacation with pay in accordance with the following schedule:

Years of Service	<u>Vacation</u>
1 through 5	12 days
6 through 10	14 days
11 through 15	16 days
16 through 20	20 days
21 and over	25 days

Section 2. In order not to hamper proper and efficient Authority operations, both parties agree that the scheduling of vacation must be left to the Authority, but the following conditions shall be observed in such scheduling:

- (a) The Authority shall not be required to permit an employee to take more than three (3) consecutive weeks of vacation at one time.
- (b) Vacation period schedules during June, July, August and September shall be based upon service seniority among the employees.
- (c) No employee entitled to two weeks vacation shall be denied a request for two (2) weeks vacation during June, July, August and September provided that operating conditions of the Authority permit the employee to be away from his job.
- (d) Each employee annually must state his vacation preference by May 1. Where an employee fails to state his vacation preference or where he changes his stated preference such employee's choice of vacation shall be subject to vacation selections made by employees

prior to any selection or change in selection after May 1. An employee's vacation pay shall be the Section 3. same amount of base pay that he would have received had he worked his regular schedule. Vacation periods for employees shall commence Section 4. on a Monday and end on a Friday unless where mutually agreed to by the parties. All vacation shall be used during the Section 5. calendar year in which earned. In cases where for reasons beyond the control of the employee, such vacation shall be added to the following year and used during that following year. In cases where an employee desires to accumulate vacation, he shall be allowed to carry over one year's vacation. shall be no accumulation of vacation other than as set forth herein. Each employee's vacation entitlement shall Section 6. accrue for the year in which his anniversary occurs; example, an employee who completes his first year on any day during a specific calendar year shall be entitled to twelve working days for the year during which his first anniversary occurred, and an employee who celebrates his eleventh anniversary shall be entitled to sixteen working days during the year in which his eleventh anniversary occurs. Section 7. Should an employee be terminated for any reason other than retirement, or his final calendar year of work, he shall be entitled to vacation pay, prorated on a monthly basis, in proportion to that part of the final calendar year worked by the employee based on the current contract schedule. Retirees defined as those employees who Section 8. retire under the provisions of the Public Employment Retirement System, in their final calendar year will earn and receive - 14 -

pay for a full calendar year's vacation entitlement based upon the current contract schedule.

ARTICLE XII

SICK LEAVE

Permanent employees shall be entitled to sick leave with pay during periods of disability due to non-work connected illness or injury and recuperation therefrom for periods as hereinafter set forth.

(a) During the first calendar year of employment, each permanent employee shall earn sick time as follows:

Year of employment Sick Days earned per month

1993 1.167

1994 1.083

1995 1.0

b) During each subsequent calendar year of employment, each permanent employee shall be credited with and have for each twelve months the use of sick day leave on January 1 of the appropriate year for and during the appropriate year as follows:

Sick Days credite on January 1st	Year	
14	1993	
13	1994	
12	1995	

- c) Unused sick leave shall accumulate from year to year and each employee in the event of illness or sickness shall be entitled to such accumulated sick leave with pay.
- (d) An employee upon separation from

employment with the Authority shall be entitled to payment of 35% of the monetary value under the Authority's wage schedule of his accumulated sick leave at the time of his employment termination.

Employees upon leaving employment shall be paid for up to a maximum of 200 days of any unused sick leave, except that Authority employees as of December 31, 1985 shall be eligible upon termination for payment up to a maximum of unused sick leave equal to 200 days in addition to the number of sick days accumulated as of December 31, 1985. With the approval of the Authority an employee may elect to receive such payment after retirement over a time period, not to exceed 3 years, in annual lump sum payments. Should an employee be terminated for any reason other than retirement, for his final calendar year of work, he shall be entitled to sick leave pay, prorated on a monthly basis, in proportion to that part of the final calendar year worked by the employee based on the current contract schedule.

Retirees defined as those employees who retire under the provisions of the Public Employment Retirement System, in their final calendar year will earn and receive pay for a full calendar year's

sick leave entitlement based upon the current contract schedule.

(e) An employee shall have the option during
December of each year to convert up to
one-half of his current year's unused sick
leave for payment at 50% of its monetary
value of the employee's salary rate as of
December 1 of the year in which the sick
leave was earned, provided no such exchange
leaves the employee with less than 15 days
of accumulated sick leave. Any unused sick
leave will be accrued as provided for in
subsection (c) of this Article.

ARTICLE XIII

PERSONAL LEAVE

All permanent employees in the negotiating unit shall be entitled to a maximum two days per calendar year as leave without loss of pay in order to attend personal business under the following conditions:

- (a) Written notice of intent to take such leave must be submitted to the immediate supervisor of the employee requesting the leave at least 2 days in advance of the proposed leave. The Authority shall provide forms for employees to submit such written requests.
- (b) The proposed leave may be taken only after approval by the Authority and shall be subject to the operating conditions of the Authority permitting the employee's absence. Approval of such requests for personal leave shall not be unreasonably denied. Approval

of requests for personal leave with
less notice may be granted as long as
operating conditions of the Authority
permit the employee's absence. In the
event of a genuine emergency which does
not permit advance notice by an employee,
upon his notifying the Authority by
telephone prior to the commencement of
his shift or as soon thereafter as
reasonably possible of a request for use
of personal leave for that shift, the
Authority may permit an employee personal
leave for all or part of that shift.

ARTICLE XIV

DEATH IN THE FAMILY LEAVE

Permanent employees covered by this contract shall be permitted bereavement leave with pay not to exceed four calendar days beginning with the date of death of a spouse, child, mother, father, step-parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren of employee or spouse.

ARTICLE XV

WAGES

Section 1. Salary Adjustment. Effective January

1, 1993, the salary rate of unit members will be increased

as set forth on schedules A-1 and A-2 which are attached hereto

and made a part hereof.

Any members of the bargaining unit promoted to higher level positions after January 20, 1993, or new members of the bargaining unit hired after January 20, 1993, shall receive the salary rates set forth on Schedules B-1 and B-2 which

are attached hereto and made a part hereof.

The parties agree that the implementation of Schedules

A-l and A-2 and B-l and B-2 incorporate the following following provisions:

- a) Effective on January 1, 1993 there shall be a 7% salary increase on the 1991 base salaries across the board. Salary increases shall be paid commencing January 1, 1993.
- b) Effective and commencing on January 1, 1994, there shall be an across the board .75¢ per hour base salary increase on the 1993 base salaries.
- c) Effective and commencing on January 1, 1995
 there shall be an additional 6% salary increase
 on the 1994 base salaries across the board.
- d) Any employee who became eligible for a step increase during 1992 in accordance with the terms of the January 1, 1991 Agreement between SMCMUA and the Municipal Employees Association of Morristown, shall receive a step increase effective and commencing on January 1, 1993.

 All employees who receive this step increase become eligible for the next step increase as of January 1, 1994 and all subsequent step increases that these employees become eligible for shall be effective and commencing on January 1st of subsequent years.
- e) All employees who become eligible for a step increase in accordance with the new Agreement between SMCMUA and Teamsters Local 866 between January 1, 1993 and June 30, 1993 shall receive a step increase effective and commencing on July 1, 1993. All subsequent step increases

that these employees become eligible for shall be effective and commencing on July 1st of subsequent years.

f) Language shall be developed establishing a six (6) month evaluation procedure that must be implemented in order for the Authority to withhold any step increase.

Section 2. Payment of Wages. Wage payments shall be made biweekly on a one week's lag basis covering all wages earned during the preceding two week period. The Authority will provide to each employee with his biweekly wages a record of his hours worked, wages earned and, if reasonably practicable, available vacation and sick leave.

Section 3. The salary adjustment provided for in Section 1 of this Article shall be reflected for each job as appearing in the Authority's wage schedule and job title annexed hereto as Schedules A-1 and A-2 and B-1 and B-2. Schedules A-1 and B-1 applies to employees who work 35 hour workweeks and Schedule A-2 and B-2 applies to employees who work a 40 hour workweek.

ARTICLE XVI

LONGEVITY

Employees covered by this Agreement and hired prior to

January 1, 1982 shall be paid annually on the next regular

payday following December 1, a lump sum payment based upon

total years of service with the Authority and the Town of

Morristown as a longevity payment calculated from each employee's

anniversary date of employment in accordance with the following

schedule:

<u>Years</u>	of Employment	<u>% of</u>	base pay	
Commencing with the	6th year of continuous	service	2.0%	
	llth		2.5%	
	16th		3.0%	
	21st		3.5%	
	26th		4.0%	

The longevity payment for employees shall be calculated by multiplying the appropriate percentage from the preceeding schedule times base pay received during the twelve months preceeding each December 1. Employees terminating prior to December 1 of any year shall receive longevity calculated upon base pay received during twelve months prior to their termination.

Longevity payments for 1992 shall be paid in February 1993 as if Article XVI were in effect in December, 1992.

ARTICLE XVII

EMPLOYEE BENEFITS

- (a) During the period of the Agreement, the Authority will continue to provide Blue Cross/Blue Shield with Rider "J" Coverage and Major Medical Expense Insurance and will not diminish any of the benefits provided under said plans at the time of the signing of this Agreement. During the term of this Agreement, the Authority will have the right to change insurance carriers so long as substantially equal benefits are provided by the replacement carrier. The Authority will promptly notify the Union of any such change.
- (b) The Authority will provide a dental plan for employees and their dependents during the period of this Agreement.

 Effective January 1, 1993, employees covered by this Agreement shall contribute \$6.00 monthly to cover the administration cost of the program. In addition all covered family members

deductible shall be increased from \$75.00 per year to \$100.00 per year.

(c) All retired employees who have accrued twenty-five years or more of service credited in a State or locally administered retirement system or have retired on a disability pension based on fewer years of service, shall receive the same hospital-surgical benefits provided to active employees under this Agreement in conformance with Chapter 88, Public Law 1974 and Chapter 54, Public Law 1979.

(d) The Authority shall continue to provide pension and retirement benefits to permanent employees covered by

- (d) The Authority shall continue to provide pension and retirement benefits to permanent employees covered by this Agreement in accordance with its present practice, pursuant to provisions of the Public Employee Retirement System of the State of New Jersey.
- (e) Disputes or differences arising between the Union or its members and insurance carriers or the Public Employee Retirement System as to any claims arising under the policies of insurance provided under this Article shall not be subject to arbitration under this Agreement.
- (f) The Authority will reimburse employees for tuition for any course that has been successfully completed, which is job-related and which has received the approval of the Authority.

ARTICLE XVIII

MAINTENANCE OF STANDARDS

Unless a contrary intent is specifically expressed in this Agreement, all benefits, terms and conditions of employment and all practices relating thereto, which are beneficial to the employees covered by this Agreement, shall be maintained at not less than the highest standard in effect at the time of the signing of this Agreement.

ARTICLE XIX

BULLETIN BOARD

The Authority will permit the Union reasonable use of all bulletin boards located in the respective department facilities for posting notices concerning Union business.

This permission will be revoked if the Union posts political, derogatory or inflamatory material or any material reflecting on the Authority or any of its employees on the bulletin boards.

ARTICLE XX

GRIEVANCE PROCEDURE

- (a) A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment and any other matter involving the interpretation or application of this contract by either party. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.
- (b) Complaints by employees may be initiated by an individual employee to the immediate supervisor. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a formal grievance, it shall be presented by the authorized Union representative.
- (c) When the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:
- Step 1. Any employee of the Authority duly authorized and designated by the Local Business Agent of the Union may present and discuss a grievance or grievances orally with the Superintendent or his duly designated representative. Such grievance must be presented orally to the Superintendent or his duly designated representative within ten days of the matter or occurrence or of acquisition of knowledge about the matter or occurrence being grieved. The Superintendent

or his duly designated representative shall answer the grievance orally within five days after receipt.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the Union within the time set forth in Step 1, the Union may present the grievance in writing to the Executive Director within seven days of the response in Step 1 or the date by which said response should have been made. This presentation shall set forth the position of the Union and at the request of either party, discussions may ensue. This written grievance must be presented within twenty-two days of the occurrence of or the Union's acquisition of knowledge of the matter being grieved. The Executive Director shall answer the grievance in writing setting forth the position of the Authority within ten days after receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing to the Chairman of the Board of Members of the Authority or his designee. The Board of Members may call a meeting with the Union to discuss the grievance. The final decision of the Board shall be given to the Union by the Chairman or his designee in writing within thirty days after the receipt of the Step 3 grievance.

The Personnel Committee of the Board of Members or a special three-member Committee of the Board designated by it, may be substituted for the Board of Members, if the Board so decides, for the purpose of holding a meeting on a grievance.

If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Chairman of the Authority or his designee has been received by the Union within the time provided in Step 3, the Union may demand arbitration of the grievance in accordance with the Arbitration Article set forth below.

(d) Nothing herein is intended to deny an employee any right of appeal that he may have under the laws of the State of New Jersey. ARTICLE XXI ARBITRATION (a) Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the grievance procedure in Article XX, may be referred to an arbitrator as hereinafter provided. Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or any other matter in dispute and the remedy requested. Such demand must be made within thirty days of the Union's receipt of the Authority's Step 3 decision of the grievance procedure or, if no decision is issued, of the last day of the period permitted for issuing such decision. Within fifteen days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission ("PERC") to provide an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations of PERC. If such demand is not filed with PERC within forty-five days of the Union's receipt of the Authority's Step 3 decision or, if no decision is issued of the last day of the period permitted for issuing such decision, the grievance shall cease to exist. (c) The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the arbitrator shall be binding upon the Authority and Union for the duration of this Agreement. The arbitrator appointed or selected pursuant to this Article may not alter, in any way, the provisions of - 25 -

this Agreement.

- (e) In the event an arbitrator shall award retroactive pay to an aggrieved employee (employees), it is agreed that any interim wages or unemployment benefits which the employee (employees) may have earned elsewhere during the period covered by the award shall be deducted from the same.
- (f) In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way effect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall refer the matter to the American Arbitration Association to provide an arbitrator and for arbitration proceedings pursuant to the rules of the American Arbitration Association.
- (g) Each party shall bear the expense of its own representatives. The expenses of the neutral arbitrator and any general expenses of the arbitration, if any, shall be borne equally by both parties, except that any party unilaterally causing postponement of a scheduled arbitration shall bear any expense of the arbitrator resulting from the postponement.
- (h) Nothing herein shall be construed as restricting the right of any employee or group of employees to present their problems or requests directly to their supervisor or the Executive Director at any time for adjustment as long as the adjustment is not inconsistent with the terms of a collective negotiating contract or agreement then in effect; provided further, that the negotiating representative has been given opportunity to be present at such adjustment.
- (i) The Authority may submit complaints to the Union Local Business Agent and/or Local Grievance Committee and if these are not settled they may be submitted to the grievance procedure starting with the second step. The same procedural requirements applicable to the Union in Article XX shall be

applicable to the Authority except that Step 1 shall not apply to the Authority.

(j) In the event that an employee or aggrieved party chooses to pursue a federal, state or municipal statutory remedy over a matter where a grievance, arising over the same facts, is pending or has been resolved, the grievance shall be withdrawn from the grievance or arbitration procedure or where a resolution of the grievance has been made, to the extent it is inconsistent with any statutory remedy obtained, the grievance determination shall have no effect. Nothing herein is intended to deny an employee any right of action or appeal which he may have under the laws of the State of New Jersey.

ARTICLE XXII

SUSPENSION AND DISCHARGE

No permanent employee shall be disciplined without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions of this Agreement entitled "Grievance Procedure" and "Arbitration". An employee facing a suspension or discharge investigatory meeting may have a Union representative present and the Authority will notify the employee when any meeting is for an investigatory purpose. If the employee requests such a representative and none is available, the procedure will be postponed until a Union representative is available.

ARTICLE XXIII

DISCUSSION OF GRIEVANCE BY LOCAL GRIEVANCE COMMITTEE

Union representatives, limited to two employees of the Authority, may accept and discuss with members of the negotiating unit or with representatives of the Authority as provided

for in the Grievance procedure of Article XX, on the premises and time of the Authority without loss of pay, complaints and grievances presented by employees, provided that the time they devote to this purpose does not exceed reasonable limits, and does not unreasonably interfere with the performance of their regular duties as employees. No employee shall be paid for time spent in discussing grievances unless he is scheduled to work during the time in which the discussion takes place.

The Union will notify the Authority, in writing, as to the identity of its grievance representatives.

ARTICLE XXIV

MEETINGS BETWEEN AUTHORITY AND UNION

During the period of the Agreement, meetings shall be held upon the request of either party between the Executive Director of the Authority or his designee and a Local Committee, consisting of not more than three employees of the Authority, appointed by the Local Business Agent, which may include the Local Business Agent. Such meetings shall be held during the work hours without loss of pay to participants within whose scheduled work hours a meeting is held, provided such meetings do not unreasonably interfere with Authority operations.

ARTICLE XXV

SAFETY COMMITTEE

A safety committee shall be formed consisting of two employees of the Authority selected by the Union and two representatives of the Authority selected by the Authority for the purpose of conferring on the need for safety measures, equipment and apparel for use by members of the unit during working hours. The recommendations of the majority of the committee shall be conveyed to the Executive Director and the implementation of such recommendations shall not be

unreasonably denied. The failure of the safety committee
to act upon the recommendation of any two of its members shall
be subject to the grievance procedure of this Agreement.

ARTICLE XXVI

WORK CLOTHING

Work clothing and safety shoes for use during work hours shall be furnished by the Authority to those employees whom the Authority requires to wear uniforms. Such employees shall each receive six uniform shirts, three uniform trousers, one winter and one spring jacket, five T-shirts and one pair of safety shoes each year during the period of the Agreement.

ARTICLE XXVII

COMPENSATION FOR NJDEP TREATMENT AND DISTRIBUTION OPERATORS LICENSE

Section 1. Employees who successfully attain NJDEP

Treatment and/or Distribution Operators Licenses shall receive
a one time payment of \$500 for each license received. Such
payment shall not be included in base pay.

ARTICLE XXVIII

MAINTENANCE OF UNINTERRUPTED AND CONTINUOUS SERVICE

Section 1. The Authority agrees that as long as this Agreement is in force there shall be no lockout of employees covered by this Agreement.

Section 2. The Union agrees that as long as this

Agreement is in force, it will not call, engage in, participate
in, or sanction any strike whatsoever, either work stoppage,
slowdown, sitdown, sympathetic, general or any kind.

ARTICLE XXIX

LEGISLATIVE

Section 1. Partial Invalidation of Agreement by Present or Future Laws. If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any State or National agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.

Section 2. Use of Personal Pronouns. Any personal pronouns or other words used throughout the Agreement which designate an employee's sex shall not be construed to indicate preference for either sex.

ARTICLE XXX

TERM OF AGREEMENT

This Agreement shall continue in effect from January 1, 1993 to and including December 31, 1995.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives duly authorized in all particulars to execute said Agreement, and their seals to be hereto affixed.

> THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 866

Attest:

	Wage Schedule and Job Title:1992 Contract	d Job Titles1997	2 Contract	Barg	Bargaining Unit Members
Job Grade 0-1		1st. yr.	2nd. yr.	3rd. yr.	4th. yr.
Clerk Typist/Receptionist	1/1/93 to 12/31/93	\$19,395	\$20,076	\$20,927	\$21,778
	1/1/94 to 12/31/94	\$20,760	\$21,441	\$22,292	\$23,143
	1/1/95 to 12/31/95	\$22,005	\$22,728	\$23,630	\$24,531
Job Grade 0-2					
Customer Account Representative	1/1/93 to 12/31/93	\$23,081	\$24,378	\$25,669	\$2 6,963
	1/1/94 to 12/31/94	\$24,446	\$25,743	\$27,034	\$28,328
	1/1/95 to 12/31/95	\$25,913	\$27,287	\$28,656	\$30,028
Job Grade 0-3					
Accounts Payable Clerk	1/1/93 to 12/31/93	\$27,814	\$28,493	\$29,344	\$29,855
Senior Customer Account Representative	1/1/94 to 12/31/94	\$29,179	\$29,858	\$30,709	\$31,220
	1/1/95 to 12/31/95	\$30,929	\$31,650	\$32,551	\$33,093
Job Grade 0-4					
Senior Account Clerk	1/1/93 to 12/31/93	\$30,571	\$31,280	\$31,986	\$32,696
Administrative Secretary	1/1/94 to 12/31/94	\$31,936	\$32,645	\$33,351	\$34,061
Team Leader	1/1/95 to 12/31/95	\$33.852	\$34,804	\$35,352	\$36,105
Junior Accountant					
Job Grade 0-5					
Administrative Assistant	1/1/93 to 12/31/93	\$33,723	\$34,076	\$34,429	\$35,139
Accountant	1/1/94 to 12/31/94	\$35,088	\$35,441	\$35,794	\$36,504
Account Collector	1/1/95 to 12/31/95	\$37,193	\$37,568	\$37,942	\$38,694

	Wage Schedule and Job Titles -	d Job Titles – 1	Barg	Bargaining Unit Members	mbers
	1993 – 1995				
Job Grade S-1		1st. yr.	2nd. yr.	3rd. yr.	4th. yr.
Labor	1/1/93 to 12/31/93	\$27,814	\$28,493	\$29,344	\$29,855
	1/1/94 to 12/31/94	\$29,374	\$30,053	\$30,904	\$31,415
	1/1/95 to 12/31/95	\$31,136	\$31,856	\$32,758	\$33,300
Job Grade S-2					
Meter Reader	1/1/93 to 12/31/93	\$30,571	\$31,280	\$31,986	\$32,696
Laborer/Driver	1/1/94 to 12/31/94	\$32,131	\$32,840	\$33,546	\$34,256
Apprentice	1/1/95 to 12/31/95	\$34,059	\$34,811	\$35,558	\$36,311
Job Grade S – 3					
Water Repairer	1/1/93 to 12/31/93	\$33,049	\$33,401	\$33,752	\$34,464
Maintenance Repairer	1/1/94 to 12/31/94	\$34,609	\$34,961	\$35,312	\$36,024
Draftsman/Inspector	1/1/95 to 12/31/95	\$36,686	\$37,059	\$37,431	\$38,185
Mechanic					
Apprentice Operator					
Equipment Operator					
Apprentice Operator – Water Quality					
Job Grade S-4					
Water Repairer/Equipment operator	1/1/93 to 12/31/93	\$33,723	\$35,059	\$36,394	\$37,729
Senior Meter Reader	1/1/94 to 12/31/94	\$35,283	\$36,619	\$37,954	\$39,289
Senior Draftsman	1/1/95 to 12/31/95	\$37,400	\$38,816	\$40,231	\$41,647
Senior Inspector					
Job Grade S-5					
Pumping Station Repairer	1/1/93 to 12/31/93	\$38,870	\$39,485	\$39,990	\$40,457
Chief Maintenance Repairer	1/1/94 to 12/31/94	\$40,430	\$41,045	\$41,550	\$42,017
Chief Water Repairer	1/1/95 to 12/31/95	\$42,856	\$43,508	\$44,043	\$44,538

Wage Schedule and Job Titles 35 Hour week Office Employees

Bargaining Unit Members as of Januay 6, 1993

Employees hired after contract signing or employees promoted to higher level

New Hired or promoted after 1/1/93

Account Collector	Accountant	Administrative Assistant	Job Grade 0-5	Junior Accountant	Team Leadeer	Administrative Secretary	Senior Account Clerk	Job Grade 0-4		Senior Customer Account Representative	Accounts Payable Clerk	Job Grade 0-3			Customer Account Representative	Job Grade 0-2			Clerk Typist/Receptionist	Job Grade 0-1
	1/1/95 to 12/31/95	1/1/94 to 12/31/94	1/1/93 to 12/31/93		1/1/95 to 12/31/95	1/1/94 to 12/31/94	1/1/93 to 12/31/93		1/1/95 to 12/31/95	1/1/94 to 12/31/94	1/1/93 to 12/31/93		1/1/95 to 12/31/95	1/1/94 to 12/31/94	1/1/93 to 12/31/93		1/1/95 to 12/31/95	1/1/94 to 12/31/94	1/1/93 to 12/31/93	
	\$28,500	\$28,500	\$28,500		\$26,000	\$26,000	\$26,000		\$23,000	\$23,000	\$23,000		\$21,000	\$21,000	\$21,000		\$17,500	\$17,500	\$17,500	* 1st. yr.
	\$30,539	\$30,101	\$29,828		\$28,021	\$27,612	\$27,339		\$25,019	\$24,644	\$24,371		\$22,806	\$22,466	\$22,193		\$18,906	\$18,629	\$18,356	** 2nd. yr.
	\$32,578	\$31,702	\$31,156		\$30,042	\$29,224	\$28,678		\$27,037	\$26,288	\$25,742		\$24,611	\$23,931	\$23,385		\$20,312	\$19,757	\$19,211	3rd. yr.
	\$34,616	\$33,302	\$32,483		\$32,063	\$30,837	\$30,018		\$29,056	\$27,932	\$27,113		\$26,417	\$25,397	\$24,578		\$21,719	\$20,886	\$20,067	4th. yr.
	\$36,655	\$34,903	\$33,811		\$34,084	\$32,449	\$31,357		\$31,074	\$29,576	\$28,484		\$28,222	\$26,862	\$25,770		\$23,125	\$22,014	\$20,922	5th. yr.
	\$38,694	\$36,504	\$35,139		\$36,105	\$34,061	\$32,696		\$33,093	\$31,220	\$29,855		\$30,028	\$28,328	\$26,963		\$24,531	\$23,143	\$21,778	6th. yr.

^{*} Six montns after permanent appointment newly hired employees shall be eligible for the stated amount effective the next January or July.

Effective the next January or July anniversary date between January 1 and June 30or eligible on July 1 anniversay date between July 1 and December 31 are eligible on January 1.

^{**} Employees shall be eligible for 2nd year and all subsequent steps in 12 month increments subject to satisfactory performance.

Wage Schedule and Job Titles
40 Hour week skilled employees

Bargaining Unit Members as of January 6, 1993

Job Grade S – 5 Pumping Station Repairer Chief Maintenance Repairer Chief Water Repairer	Job Grade S – 4 Water Repairer/Equipment operator Senior Meter Reader Senior Draftsman Senior Inspector	Draftsman/Inspector Mechanic Apprentice Operator Equipment Operator Apprentice Operator - Water Quality	Maintenance Repairer	Job Grade S-3 Water Repairer	Apprentice	Laborer/Driver	Meter Reader			Labor	Job Grade S-1	
1/1/93 to 12/31/93 1/1/94 to 12/31/94 1/1/95 to 12/31/95	1/1/93 to 12/31/93 1/1/94 to 12/31/94 1/1/95 to 12/31/95	1/1/95 to 12/31/95	1/1/94 to 12/31/94	1/1/93 to 12/31/93	1/1/95 to 12/31/95	1/1/94 to 12/31/94	1/1/93 to 12/31/93	1/1/95 to 12/31/95	1/1/94 to 12/31/94	1/1/93 to 12/31/93	7	New Hired or promoted after 1/1/93
\$33,000 \$33,000 \$33,000	\$29,000 \$29,000 \$29,000	\$27,500	\$27,500	\$27,500	\$26,000	\$26,000	\$26,000	\$24,000	\$24,000	\$24,000	1st. yr. *	l after 1/1/93
\$34,491 \$34,803 \$35,308	\$30,746 \$31,058 \$31,529	\$29,637	\$29,205	\$28,893	\$28,062	\$27,651	\$27,339	\$25,860	\$25,483	\$25,171	2nd. yr. **	
\$35,983 \$36,607 \$37,615	\$32,492 \$33,116 \$34,059	\$31,774	\$30,910	\$30,286	\$30,124	\$29,302	\$28,678	\$27,720	\$26,966	\$26,342	3rd. yr.	
\$37,474 \$38,410 \$39,923	\$34,237 \$35,173 \$36,588	\$33,91 1	\$32,614	\$31,678	\$32,187	\$30,954	\$30,018	\$29,580	\$28,449	\$27,513	4th. yr.	
\$38,966 \$40,214 \$42,230	\$35,983 \$37,231 \$39,118	ຮະ ວັງ 04 ອ	\$34,319	\$33,071	\$34,249	\$32,605	\$31,357	\$31,440	\$28,932	\$28,684	5th. yr.	
\$40,457 \$42,017 \$44,538	\$37,729 \$39,289 \$41,647	\$3¢, 185	\$36,024	\$34,464	\$36.311	\$34,256	\$32,696	\$33,300	\$31,415	\$29,855	6th. yr.	

^{*} Six months after permanent appointment newly hired employees shall be eligible for the stated amount effective the next January or July.

Effective the next January or July annversary date between January 1 and June 30or eligible on July 1 annversay date between July 1 and December 31 are eligible on January 1.

^{**} Employees shall be eligible for 2nd year and all subsequent steps in 12 month increments subject to satisfactory performance.