

THIS AGREEMENT, made this 15th day of October, 2018

BY AND BETWEEN

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, a public corporation in the County of Morris and State of New Jersey, hereby referred to as "EMPLOYER,"

AND

LOCAL 125 TEAMSTERS, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, and HELPERS OF AMERICA, with offices located at 585 Hamburg Turnpike, in the Township of Wayne, County of Passaic and State of New Jersey, hereby referred to as "UNION"

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the relations between the Employer, its employees and the Union, and to establish a basic understanding relative to wages, hours and working conditions;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2018 and shall continue in full force and effect until midnight, December 31, 2019 and thereafter for successive one (1) year periods unless one of the parties hereto, on or before the sixtieth (60th) day preceding any anniversary date, shall notify the other party hereto in writing of its desire to modify or terminate same.

ARTICLE II - RECOGNITION

A. The Employer recognizes the Union as the exclusive collective bargaining agent representative for all hourly paid employees of the Employer, but excluding office and clerical employees, managerial executives, plant guards, salaried supervisors, professional employees, confidential employees, seasonal employees (as identified in Article V) and any other supervisory employees, with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action.

B. The Employer will recognize and deal with elected or appointed officers, Shop Stewards and committees of the Union in administration of the terms of the agreement upon advice from the Union of their election or appointment.

ARTICLE III – PROBATIONARY PERIOD

A. All newly employed employees shall serve a probationary period of six (6) months. During that time, the employee may be terminated for any reason by the Employer, and the Union will not file any grievance or other action on the employee's behalf.

B. Probationary period for the collection of Union dues shall be thirty (30) days of employment. Benefit enrollment, however, will be in accordance with the Employer's insurance programs.

ARTICLE IV – MAINTENANCE OF MEMBERSHIP/DUES CHECK-OFF

Section A

1. RVRSA hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the Union pursuant to the provisions of *N.J.S.A. 52:14-15.9e*. RVRSA, after receipt of written authorization for each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deduction shall be made from the 2nd paycheck paid to each employee during the month and such deduction made the 1st month shall be double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

2. In making the deductions and transmittals as above specified, RVRSA shall rely upon the most recent communication from the Union as to the monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

3. As set forth in Article III, "Probationary Period," the probationary period for the collection of Union dues shall be thirty (30) days of employment. Benefit enrollment, however, will be in accordance with the Employer's insurance programs.

Section B

1. If an employee does not become a member of the Union during any membership year, which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the Union will notify RVRSA in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union for its own members. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority Representative, the Representation Fee should be equal in amount to the regular

membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount.

3. (a) Once during each year covered in whole or in part by this Agreement, the Union will submit to RVRSA a list of those employees who have not become members of the Union or the current year. RVRSA will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

(b) RVRSA will deduct the Representation Fee in equal installments, as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the year in question. The deductions will begin with the first pay check paid thirty-one (31) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of RVRSA in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

(c) If an employee who is required to pay a Representation Fee terminates his or her employment with RVRSA before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, RVRSA will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(d) Except as otherwise provided in this article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union, will as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(e) The Union will notify RVRSA, in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than fifteen (15) days after RVRSA receive said notice.

(f) On or about the last day of each month, beginning with the month this Agreement becomes effective, RVRSA will submit to the Union a list of all employees in this bargaining unit who began their employment during the previous thirty (30) days period. The list will include names, job titles and dates of employment for all such employees. RVRSA further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated wages and reason therefor.

(g) The Union shall establish and maintain at all times a demand and return system as provided in N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the bargaining unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if the membership is not so available, RVRSA shall immediately cease making said deductions.

Section C

The Union, in exchange for implementation of said Agency Shop and Dues Deduction, hereby agrees to hold the Authority harmless against any and all claims or suits or any other liability occurring as a result of the implementation of this Agency Shop provision.

Section D

Employees may withdraw their authority to deduct Union dues from their paycheck in the manner consistent with applicable law.

ARTICLE V – MANAGEMENT RIGHTS

A. The management of the plant and direction of the working force are exclusive functions of management. These functions shall include the right to hire, transfer, promote, demote and rehire employees; to suspend, discharge or otherwise discipline employees for proper cause; to lay-off or recall employees as required by decreases or increases in the level of plant operations; to establish and enforce fair and equitable rules affecting employee's conduct and safety; to make or change work assignments and to schedule work; to control and regulate the use of all equipment and property of the Employer; to study and introduce new or improved methods, facilities or procedures; and to impartially judge the skills, abilities and other qualifications of all employees.

B. RVRSA shall have the managerial, non-grievable and non-arbitrable right to place and maintain counseling forms in employee personnel files; provided, however, that any such counseling forms shall specifically state that they are not disciplinary in nature and shall include space for the employee's response.

C. Disciplinary reprimands and counseling forms cannot be used for progressive discipline purposes more than one (1) year from their date of issuance.

D. RVRSA and the Union agree that RVRSA retains the right to engage up to four (4) seasonal employees to be assigned duties not in conflict with regularly employed personnel as follows:

- 1) Seasonal employees, if engaged by RVRSA, shall work no more than ninety (90) consecutive days between May 1 and September 1 of any given calendar year.
- 2) Seasonal employees shall be assigned duties that do not require any special skills or licenses which would in the ordinary course be assigned to regularly employed personnel.
- 3) Seasonal employees will be called upon to perform a variety of manual and unskilled laboring work throughout the RVRSA facilities including, but not limited to, assisting in the upkeep of Plant and grounds, assisting as RVRSA grounds person or meter reader and other assigned duties.
- 4) Rates of pay for seasonal employees shall be determined solely by RVRSA

It is not the intent of the RVRSA to displace any regularly employed person or in any way intrude upon probable overtime assigned to any regularly employed person.

E. It is understood that all of the foregoing rights are subject to the terms and conditions of this Agreement, and to the extent inconsistent therewith, are null and void.

ARTICLE VI - STRIKES AND STOPPAGES

Since the Agreement provides for the orderly and amicable settlement of any grievance, dispute or disagreement (1) arising out of the meaning or application of the terms of Agreement, or (2) concerning wages or hours or working conditions, there shall be no resort to strikes which include stoppages or slowdowns of work, for any reason by any employees or any lockout by the Employer or any employees. In view of the foregoing, the Union agrees that it will not authorize any strike during the life of this Agreement.

ARTICLE VII - GRIEVANCE PROCEDURE

A. For the purpose of this Agreement, a grievance shall include any difference between the parties hereto concerning the interpretation of any provisions contained in this Agreement. The Union may, at any point, up to seven (7) days after the incident giving rise to the grievance, submit the grievance verbally at Step "A" and a written grievance at Steps "B" and "C" of the grievance procedure.

B. All grievances and disputes with respect to the interpretation of this Agreement shall be discharged and their satisfactory settlement will be attempted, in accordance with the following procedure:

C. The Union Shop Steward may present an oral grievance to the employee's Supervisor. The Supervisor shall discuss the matter as presented and deal with it promptly to the extent of his authority. He shall render his decision within five (5) working days, unless it is mutually agreed that a longer time is required.

D. If the answer of the supervisor does not satisfactorily adjust the grievance, it shall be reduced to writing and submitted to the Administrator within five (5) working days from the time the Supervisor's answer is given. The Administrator shall then discuss the matter with the Shop Steward and the aggrieved employee or employees, and such representative as the Union may provide, and shall render his/her decision within five (5) working days, unless it is mutually agreed that a longer time is required. The grievance meeting shall be scheduled during the workday of the Shop Steward. If the Shop Steward is on the second shift, the meeting will take place at the beginning of the Shop Steward's shift. If the Shop Steward is assigned to the third shift, the parties will mutually agree on a time for the grievance meeting to occur.

E. If the grievance has not been resolved to the satisfaction of the Local 125 Teamsters, it may request arbitration within ten (10) working days of the receipt of a decision from the Administrator, unless it is mutually agreed that a longer time is required. Failure on the part of the Union to file

its demand for arbitration within ten (10) working days shall constitute acceptance of the Administrator's decision.

F. The Employer agrees to pay Shop Stewards, local union officers and aggrieved employees for such time as they may lose from their regular shift in order to attend scheduled meetings on grievances with the Employer Representatives, provided they are scheduled to work at such time and provided further that any time spent at such meetings shall not affect any right to overtime that they might have.

G. In the event that the grievance has not been resolved and one of the parties has sought a demand for arbitration,

- 1) The parties shall submit the matter to binding arbitration before the Public Employment Relations Commission in accordance with the rules thereof.
- 2) An Arbitrator shall be selected under the rules of the Public Employment Relations Commission. The parties agree that any decision and award shall be binding upon all parties thereto.
- 3) It is agreed that the Arbitrator shall not have the power to add to, delete from, or modify any of the terms or provisions of this Agreement.
- 4) The expenses of the arbitrator shall be borne equally by the Employer and the Union.

H. The Representative of the Union shall have access to the Plant for the purposes of investigating specific grievances. He shall make any appointment with the Administrator or his designee in advance of such visits. The Representative shall, on arrival at the Plant, clear through the regular channels for receiving visitors.

ARTICLE VIII – DISCHARGE AND SUSPENSION

The Employer retains the right to discharge or suspend any employee for just cause. Should any employee be suspended or discharged by the Employer, the said employee shall be permitted to contact his Union Representative before leaving the Plant. Any suspension may constitute a case under the method of adjusting grievances herein provided, including arbitration. When any employee has been discharged or suspended, the Employer shall advise the Union, in writing, of the action which has been taken. Failure on the part of the Union to file a grievance on the discharge within seven (7) days from the date of notice shall constitute acceptance of the discharge or suspension.

ARTICLE IX – VACATIONS

A. The following vacation schedule shall prevail:

- 1) During the first full year of employment until the January 1st following the one (1) year anniversary date – one (1) day for each two (2) months of service.

- 2) After the aforesaid January 1st one-year date to the completion of the sixth (6th) year of service – two (2) weeks.
 - 3) After completion of six (6) years of service to the completion of the sixteenth (16th) year of service – three (3) weeks
 - 4) After completion of sixteen (16) years of service – four (4) weeks plus one (1) day for every two (2) additional years of service, for a total of five (5) weeks after twenty-six (26) years of service.
- B. By mutual consent, a vacation may be postponed and taken at some subsequent period.
- C. (1) The Employer will give preference to senior employees when scheduling vacation periods.
- (2) Employees will be notified of their vacation schedule as promptly as practicable, but in no event later than March 31 of each year, provided that RVRSA has received the employee's request in the time period set forth herein.
- (3) Such schedule will take into consideration the request of each employee and in cases of conflict, seniority with RVRSA shall be given preference.
- (4) In cases where an employee desires to take his/her vacation between the period of January and May, the employee must request the date prior to November 15 of the previous year.
- D. Employees entitled to vacation who are absent at the time assigned for vacation period because of sickness or injury shall receive their vacation pay upon application to the Executive Director.
- E. Any employee leaving for military service shall receive full vacation pay, as though he had completed the current calendar year of employment.
- F. After the death of any employee entitled to receive vacation pay, payment thereof shall be made in the same manner as any wages due at the time of death.
- G. Any employee who returns to work after services in the armed forces, or is out of work because of disability on Workers' Compensation, shall be entitled to have all such periods counted as full periods of employment for the calculation of vacation pay.
- H. Any employee upon request shall be permitted to carry over not more than one week of vacation to the following year. However, carryover must be used no later than June 30th of the succeeding year. Employees wishing to utilize their carryover during January-May of the succeeding year must submit their requests by November 15 of the current year. Employees

wishing to utilize their carryover in June of the succeeding year must submit their requests by March 15 of the succeeding year.

I. Each employee shall notify management of his/her vacation request on a form provided by management as described herein: Vacation requests for January through May of a given calendar year must be submitted no later than November 15 of the prior year. The vacation schedule for January through May shall be posted by November 30 of the prior year. Vacation requests for June through December of a given calendar year must be submitted no later than March 15 of that year, and the vacation schedule for June through December shall be posted by March 31 of that year. Such form shall afford the employee his/her choice of first, second, and third preference for vacation period. In the event an employee does not submit a request within the specified time, management may assign the date(s) for the employee's vacation without regard to the employee's preference.

J. The employee shall take his or her vacation for a period or periods of time of not less than five consecutive working days each, except that five single vacation days may be taken as single use days' subject to two weeks' notice. Single vacation days may be taken in increments of one-half a working day.

K. Employees may exchange vacation scheduled amongst themselves provided such exchange does not impact upon the operations of the Plant or creates an overtime situation. Management reserves the right to reject any exchange which in its judgment impacts upon the operations of the Plant. Management will not act in an arbitrary or capricious manner in exercising this right.

L. Vacation time shall not commence for a new hire until satisfactory completion of the probationary period.

ARTICLE X – HOLIDAYS

A. The following eleven (11) days shall be paid Holidays:

NEW YEAR'S DAY
PRESIDENT'S DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
ELECTION DAY
THANKSGIVING DAY
CHRISTMAS DAY
MARTIN LUTHER KING JR., DAY

B. In addition, each employee shall be entitled to receive a "floating holiday" to be taken at the employee's option; administration must be notified at least five (5) days in advance and which day must be approved by administration; but subject to staffing requirements of the facility.

C. In addition, there shall be two (2) personal days.

D. Except in cases of emergency, which must be verified, it is understood and agreed the request for the use of a personal day must be made at least two (2) weeks in advance or no later than the time that the schedule is posted.

E. Any employee who works on a holiday will be paid for all hours worked on the holiday at time and one-half, plus eight (8) hours straight time pay. (As set forth in Section G below)

F. Shifts for which holiday pay shall be paid are the shifts beginning on the holiday.

G. Eligible employees shall receive compensation for the above holidays, if not worked, for eight (8) hours at their regular rate of pay.

H. In order to be eligible for pay for a holiday not worked, an employee must work his regularly scheduled hours on both the workday before and the workday after such holiday, unless evidence of the following is presented:

- 1) Doctor's certificate to show that the employee was not able to work by reason of illness;
- 2) Evidence of birth, or marriage in the employee's family;
- 3) Absence excused by Supervisor prior to the holiday.

I. Except in cases of emergency, employees who are not normally scheduled to work on a day herein described as a holiday will be notified one (1) week prior to the holiday in the event that this is necessary for them to work on that day.

J. The Employer shall provide eight (8) hours of work for all employees who are scheduled to work on any of the above named holidays.

K. If any employee does not work the full shift on a holiday through his own choice, then he shall be paid for the actual time worked on the holiday.

L. If a holiday falls on the first of the employee's two days off under the employee's assigned five days on, two days off work schedule, the holiday shall be celebrated on the immediately preceding work day. If a holiday falls on the second of the employee's two days off under the employee's assigned five days on, two days off work schedule, the holiday shall be celebrated on the immediately next-following work day.

M. Any employee called-in to do emergency work on any of the aforementioned holidays shall be paid eight (8) hours at the time and one-half hourly rate.

N. The union will obtain volunteers for holiday work and will submit the holiday work list to management for approval. Employees will be allowed to arrange for the 'swapping' of holiday work assignments with another employee holding the same job title, provided that the substituted employee is qualified to perform the work duties in question and subject to the advance approval of the Authority.

ARTICLE XI – HOURS AND OVERTIME

A. 1) RVRSA agrees to a policy of a basic eight (8) hour day and a basic forty (40) hour week. Pay period is to be Monday through Sunday. RVRSA may assign an employee to any one of the following five (5) consecutive day workweeks: Monday through Friday, Tuesday through Saturday, or Sunday through Thursday. All time worked in excess of eight (8) hours in one day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half. Notwithstanding any other provision in this Agreement to the contrary, employees shall not be entitled to overtime pay for time worked in excess of eight (8) hours in one day in any work week in which they call in sick.

i. An employee assigned to work on a Saturday or Sunday as part of his or her five consecutive day work schedule shall be paid an additional twenty percent (20%) above straight time for time actually worked on the Saturday or Sunday.

2) Work schedules will be posted on a sixty-day (two-month) basis, and will be posted thirty days (one month) in advance. *e.g.*, the work schedule for January and February will be posted by December 1; the work schedule for March and April will be posted by February 1, *et cetera*.

(i) At least one (1) week (counting Mondays to Fridays) before the schedule is to be posted, the RVRSA shall show the schedule to the designated Union representative (*e.g.*, shop steward). For example, if the schedule for January and February is to be posted on December 1, the schedule shall be shown to the designated Union representative one (1) week before December 1. The purpose of this procedure is to avoid future grievances and to discover typographical errors. In the event that a typographical error is not discovered at the time the schedule is shown to the Union's designated representative but is later corrected, no grievance will be filed. At the conclusion of the review by the Union representative, the Union representative and the RVRSA person shall both sign the schedule, and a copy shall be given to the Union representative and Executive Director.

3) When RVRSA finds it necessary to schedule a change in the employee's regular workweek to meet minimum manpower, the following rules will apply:

- (i) Employees will not be scheduled to work both a Saturday and Sunday back-to-back;
 - (ii) Employees will not be scheduled to work on "off days" bracketing the employee's vacation weeks; and
 - (iii) RVRSA will change the schedule of the qualified employee having the least seniority in the covering division, provided that (i) and/or (ii) are not violated; in such a case, the next least senior qualified employee in the covering division shall be affected. RVRSA will rotate among the covering divisions. Vacancies that arise after the work schedule is posted will be filled by posting for overtime work.
- 4) The RVRSA shall have the right to change an employee's shift assignment during the course of a single five-consecutive-day work week for up to two (2) work days per five-consecutive-day work week without additional cost or compensation to the employee, except for payment of any applicable shift differential. However, if the employee is assigned to any shift other than his or her regular shift for three (3) or more work days per five-consecutive-day work week, the employee shall receive premium pay, at the rate of time and one-half the regular rate of pay, for all work performed on the non-regular shift beginning with the third such work day.

B. Double time shall be paid for the seventh day of actual work in the employee's scheduled workweek. However, in the event an employee covers on a weekend and it is a seventh day, he/she shall receive only time and one-half. Further, no premium pay will be paid for the sixth or seventh day of actual work during the same workweek unless the employee has worked each of the regularly scheduled five consecutive days of his/her workweek. For the purposes of this paragraph only, an employee who is out sick at any time during the workweek and is scheduled to work on a sixth or seventh day during the same workweek shall receive a 20% premium over his straight time pay. Also for purposes of this paragraph, the following paid leave days shall be considered as days worked: Vacations, Holidays, Bereavement Leave, Personal Days and Jury Duty.

C. Any employee called in to work outside his regular shift resulting in his unavailability to report for work on his regular shift on the following day, will be credited with a day of work for the purposes of figuring overtime for the week.

D. Employees who are called into work outside their regular shift shall be paid for such work outside their regular shift at the rate of time and one-half (double time if on seventh (7th) day worked in any workweek) with a minimum of four (4) hours pay. This is known as call-in time and the employee will receive time and one-half regardless of whether he has reached forty (40) hours or not. In no event will these hours be counted again as hours worked in order to qualify for the overtime rate for hours worked in excess of forty (40) hours per week.

E. Employees called in to work before regular starting time will be permitted to work their regular full shift.

F. An employee will be paid at the overtime rate for all hours worked in excess of eight (8) hours in one day or forty (40) hours in any workweek in accordance with applicable law. (1) In no event shall an employee be entitled to be paid premium or overtime pay more than once for any premium or overtime work. In other words, if an employee is called-in to work for a period of time other than his regularly scheduled hours, he/she shall be paid for that overtime work (time and one-half or double time as the case may be) only once irrespective of the total number of hours he works that week.

Notwithstanding any other provision in this Agreement to the contrary, employees shall not be entitled to overtime pay for time worked in excess of eight (8) hours in one day in any work week in which they call in sick.

G. If, in the sole judgment of the Employer, it becomes necessary to fill in for an absent employee on an overtime basis and there is inadequate notice to otherwise schedule overtime, the order of priority for such assignment shall be:

First, offered to the employee with the most seniority on the off-going shift. If he/she cannot fill-in, the person next senior on the off-going shift shall fill-in and this process shall follow down the line.

In the event the least senior employee refuses to work, or in the alternative, if the least senior employee cannot find a replacement such employee is subject to disciplinary action. In that event, RVRSA shall call-in any available employee. It is understood that no employee shall be required to work three (3) consecutive shifts.

H. There shall be no pyramiding of overtime or premium pay, e.g., no premium will be paid if overtime is already being paid.

I. For overtime assignments not addressed in Article XI, Section G, RVRSA will maintain two (2) separate overtime lists: one for the Operations Division and a second, consolidated list for the Maintenance/Trunk Line Divisions, each of which shall be in seniority order. Overtime work in the Operations Division shall be offered to employees on the Operations Divisions list before it is offered to any in any other Division. Overtime work of a general nature in the Maintenance/Trunk Line Divisions shall be offered to the employees on the consolidated Maintenance/Trunk Line Division list before it is offered to any other employee; subject, however, to the following exceptions: (1) when the overtime work requires the services of the Lead Mechanic/Mechanic III, the work shall be assigned to the Lead Mechanic/Mechanic III, and (2) when the overtime work requires employee(s) possessing specific skills or abilities, RVRSA may assign the work to the specific Division in which the employees possessing the necessary skills and abilities are assigned.

J. The established practice of allowing employees a period of fifteen (15) minutes of wash-up time before the end of their shifts shall be incorporated into this Agreement.

ARTICLE XII – LEAVES OF ABSENCE

A. Leaves of absence shall not be unreasonably refused by the Employer to any employee who has been continuously employed by the Employer for more than one (1) year. Such leaves of absences shall not exceed thirty (30) days, but may be renewed for good reason.

B. No leaves of absence shall be granted to any employee for the purpose of working in the employ of any other Employer.

ARTICLE XIII – DEATH IN THE IMMEDIATE FAMILY

An employee shall be granted a leave of absence for time reasonably needed in connection with the death and the funeral or a member of his/her immediate family, with pay, under the following conditions:

A. A member of the employee's immediate family is defined as father, mother, father-in-law, mother-in-law, husband, wife, brother, sister, son, daughter, grandparent, son-in-law, daughter-in-law and stepchildren.

B. If an employee is scheduled to work at any time during a three (3) day period between the date of death and the day of the funeral, such employee shall be excused from duty with full pay for such day or days, not to exceed three (3) days. In the event, because of religious beliefs, there is observance beyond the three (3) aforementioned days, in that event the employee may use personal days, or apply for leave of absence without pay for a period not to exceed seven (7) calendar days. Such a request will not be unreasonably withheld.

C. Payments for such leaves, not to exceed three (3) workdays, on which the employee is scheduled to work, shall be counted and included in computing overtime pay.

D. Employees shall be entitled to one paid day of time off for the funeral of an aunt or uncle if the funeral falls on a day on which the employee is scheduled to work.

ARTICLE XIV – WAGES AND JOB TITLES

A. Employees employed as of May 20, 2016.

- 1) The hourly base rates of pay for bargaining unit employees employed by the RVRSA as of May 20, 2016, excluding the stipends to which individual employees may be entitled, are as follows:

	2018 2.0% Increase Eff. 1.1.18	2019 2.0% Increase Eff. 1.1.19
OPERATORS, UNLICENSED AND I-IV	30.22	30.83
TRUNKLINE OPERATORS, UNLICENSED AND I-IV	30.22	30.83
MECHANIC II	30.22	30.83
MECHANIC III (1)	31.45	32.08
CUSTODIAN	28.27	28.84
BUILDING MECHANIC	31.45	32.08

Chart above **excludes** all stipend amounts.

(1) This rate also applies to those employees who held the prior title of "Leadman."

B. Employees Employed After May 20, 2016

- i. Bargaining unit employees employed by the RVRSA after May 20, 2016, shall be placed into job titles in accordance with the table set forth below and shall be paid the hourly base rates set forth therein for the duration of the collective negotiations agreement:

Operations Division	Eff. 1/1/18	2%	Eff. 1/1/19 2%	License Required
Operator Unlicensed	22.40		22.85	none
Operator I	26.68		27.22	S1
Operator II	28.10		28.66	S2
Operator III	29.51		30.10	S3
Operator IV	33.69		34.36	S4
Mechanic Division				

Mechanic I	28.10	28.66	CDL B
Mechanic II	29.50	30.09	CDL B
Mechanic III	31.82	32.46	CDL B
Trunkline Division			
Trunkline Operator Unlicensed	22.40	22.85	none
Trunkline Operator I	26.68	27.22	S1, C1 or N1
Trunkline Operator II	28.10	28.66	S2, C2 or N2
Trunkline Operator III	29.51	30.10	S3, C3 or N3
Trunkline Operator IV	33.69	34.36	S4, C4 or N4
Custodian Division			
Custodian	15.92	16.24	none
Building Maintenance Mechanic	29.63	30.22	none
Unclassified Entry Level			
(no prior experience)	22.40	22.85	none

- ii. Notwithstanding subparagraph (i), if the hourly base rate set forth therein for Mechanic II exceeds the hourly base rates paid to the Mechanic IIs employed by the RVRSA as of May 20, 2016, any Mechanic II hired after May 20, 2016, shall be paid an hourly base rate not higher than the highest hourly base rate paid to the Mechanic IIs employed by the RVRSA as of May 20, 2016.
- iii. Notwithstanding subparagraph (i), if the hourly base rate set forth therein for Mechanic III exceeds the hourly base rates paid the Mechanic IIIs employed by the RVRSA as of May 20, 2016, any Mechanic III hired after May 20, 2016, shall be paid an hourly base rate not higher than the highest hourly rate paid to the Mechanic IIIs employed by the RVRSA as of May 20, 2016.

C. Notwithstanding any other provision to the contrary, to the extent any Operator or Trunkline Operator employed by the RVRSA as of May 20, 2016, attains the level of an Operator IV or Trunkline Operator IV, that Operator or Trunkline Operator shall be paid at the hourly base rate of not less than the hourly base rate for Operator IV or Trunkline Operator IV set forth in Paragraph B, subparagraph (i), subject to any increases thereto as set forth in this Agreement.

D. Notwithstanding any other provision to the contrary, any employee employed as an Operator as of May 20, 2016, shall, effective May 20, 2016, have his hourly base rate of pay (exclusive of license or CDL stipends) increased to the same hourly base rate of pay (exclusive of license or CDL stipends) paid to employees who were employed as Process Operators as of May 20, 2016.

ARTICLE XV – MISCELLANEOUS

A. SUPERVISORY EMPLOYEES: Supervisory employees will not perform jobs within any of the functions of employees in the bargaining unit, with the following exceptions:

- 1) In case of emergency to save or protect equipment or to prevent wasting materials.
- 2) For the purpose of temporarily relieving an employee where no bargaining unit employee is available.
- 3) For the purpose of training or instruction.
- 4) In the absence of regular employees when no other qualified employees are available.
- 5) For research and development work which does not displace a bargaining unit employee.

B. LUNCH PERIODS: Employees shall be given a 30-minute lunch period without pay. In the event where an employee is scheduled to be on the premises of the Employer for eight and one-half (8½) hours and because of safety concerns, or otherwise the employee is not permitted to leave the grounds, then in that event, such employee will receive one-half (1/2) hour pay at the applicable rate.

C. BREAK PERIODS: Employees will be assigned one (1) 10-minute break period in the first half of their shift and one (1) 10-minute break in the second half of their shift.

D. OVERTIME NOTICE: The Employer agrees to give twenty-four (24) hours notice for scheduled overtime work to be performed on Saturdays, Sundays, and holidays to all workers where such days are not usual days of work. The provisions of this section do not apply to emergency overtime work.

E. FURLOUGH LEAVE: Employees will be notified of an impending furlough two (2) working days before the furlough becomes effective.

F. JURY DUTY: Employees who are called for jury duty will be excused for the shift that he/she is scheduled to work as follows:

1 st Shift:	Day of jury duty
2 nd Shift:	Day of jury duty
3 rd Shift:	Day prior to jury duty

Any such employee will be reimbursed at his/her applicable base hourly rate for the time lost (not in excess of eight (8) hours in any day, less the jury fee received by him with respect to such lost days as evidenced by a certificate of the Clerk of the Court.) The hours for which such payment is made shall be considered as hours worked for the purpose of determining overtime or premium pay.

G. SICK LEAVE

- 1) Employees will receive one (1) sick day for each two (2) months of service, beginning after the six (6) month probationary period is completed. Should an employee remain employed after the probationary period, he/she shall receive sick leave at the said rate for the six (6) months. This will continue until the December 31st following the employee's one (1) year anniversary date. Thereafter, employees shall receive ten (10) sick days per year.
- 2) Unused sick leave shall be paid for by the Employer at the employee's regular rate of pay in December of each calendar year.
- 3) Employees may be required to submit a Doctor's certificate on the third (3rd) day of illness.
- 4) Notice of sick leave usage must be provided prior to the beginning of the shift by 6:00 a.m. for the day shift; by 1:00 p.m. for the afternoon shift; and by 9:00 p.m. for the evening shift.
- 5) The pay for each day of sick leave shall be calculated at eight (8) times the hourly rate in effect for said employee at the time the sick day is taken.

H. JOB BIDDING

- 1) When in the sole judgment of the Employer, a need exists to fill a vacancy, the vacancy shall be posted on the bulletin board for a period of three (3) days and shall contain the title of the job, the hourly rate of pay, and the hours of work.
- 2) Provisions for employees who are on leave of absence or sick leave to participate in bidding on such jobs shall be made by the Employer. Unless an obvious deficiency exists, the employee with the longest service with the Employer who signifies his interest will be given the opportunity to qualify for the job on a six (6) month basis.
- 3) If he/she qualifies in the opinion of the Employer for the job for which he/she has bid, he/she shall be assigned to that job and he/she shall be paid at the rate of that job for all hours worked from the date on which he/she began his trial period.
- 4) If at any time during the six (6) month trial period the supervisor concludes that the employee is not qualified, he/she shall thereupon be regarded as having failed to qualify and shall revert to his/her former job.

I. DRESS REGULATIONS: The Employer must insist that uniforms be worn at all times when working for the Employer. The Employer will provide one (1) winter jacket as part of the uniform and in addition, will provide up to One Hundred Fifteen Dollars (\$115.00) in calendar year 2008; One Hundred Twenty-Five Dollars (\$125.00) in calendar year 2009; One Hundred Thirty-Five Dollars (\$135.00) in calendar year 2010; One Hundred Forty-Five Dollars (\$145.00)

in calendar year 2011; and One Hundred Fifty-Five Dollars (\$155.00) in calendar year 2012 to reimburse each employee to purchase steel-tipped work shoes, which must be worn on duty. These safety shoes, in order to qualify for reimbursement, must meet ANSI and PEOSHA requirements and the employee must show proof that the standards are being met before reimbursement is made for safety shoes.

RVRSA will supply uniforms by a rental uniform service, and it is mandatory that the uniforms be worn at all times when working for the RVRSA. The RVRSA will supply the employee with a heavy winter coat, coveralls and sweat jackets on a fair wear and tear basis in addition to pants, shirts and two lightweight jackets from a uniform rental service. In addition, the RVRSA will supply seven (7) safety tee shirts annually. The RVRSA will make provision for the cleaning of uniforms on site if cleaning services are not provided by the uniform rental service.

J. TEMPORARY WORK ASSIGNMENTS

- 1) An employee temporarily assigned to a higher rated job for a period of one (1) full shift or more shall receive the higher rate of pay for the entire period that he/she performs the higher-rate job.
- 2) An employee temporarily assigned to a lower-rated job shall receive the higher rate of his/her regular job as long as he/she is temporarily assigned to the lower-rate job. This is not to be confused with rates paid to employees transferred to a lower-rated job.

K. SHIFT DIFFERENTIAL

- 1) Shift differential for the second shift (afternoon shift) is established at \$0.20 per hour.
- 2) Shift differential for the third shift (evening shift) is established at \$0.50 per hour.
- 3) Shift differential shall only be paid to those employees assigned to either the second or third shifts. No differential shall be paid to those employees working overtime on either the second or third shifts.

L. POSSESSION OF N.J. WASTEWATER TREATMENT LICENSE:

Effective immediately upon signing of the Memorandum of Agreement and upon successful completion for all requirements, the possessor of a New Jersey Treatment License shall receive an additional Seventy-Five Cents (\$0.75) per hour for each license level that the employee possesses. Payment of this stipend shall be made within thirty (30) days of evidence submitted that a "S" License or "N" License has been obtained by the employee. Effective immediately, new hires will be required either to possess the license(s) required for their position, or to obtain same within three years of their date of hire. Failure to obtain the necessary licenses may result in discharge.

M. POSSESSION OF N.J. COLLECTION LICENSE: Effective immediately upon signing of the Memorandum of Agreement and upon successful completion of all requirements, the possessor of a New Jersey Collection license shall receive an additional Seventy-Five Cents (\$0.75) per hour for each level of "C" License. Payment of this stipend shall be made within thirty (30) days of evidence submitted that a "C" License has been obtained by the employee. Effective immediately, new hires will be required either to possess the license(s) required for their position, or to obtain same within three years of their date of hire. Failure to obtain the necessary licenses may result in discharge.

N. POSSESSION OF N.J. "CDL": Upon successful completion of all requirements, the possessor of a New Jersey "CDL" shall receive an additional Seventy-Five Cents (\$0.75) per hour for an "A" License and Twenty-Five Cents (\$0.25) per hour for a "B" License. Payment of this stipend shall be made within thirty (30) days of evidence submitted that such license(s) has/have been obtained by the employee. New hires into positions in the Mechanic and Trunk Line Divisions (including but not limited to the Trunkline Operator Unlicensed title) will be required to possess a Class B CDL with the Tanker endorsement. Employees newly assigned to the Mechanic and Trunk Line Divisions going forward (including but not limited to the Trunkline Operator Unlicensed title) will be required to obtain a Class B CDL with the Tanker endorsement within six months of the date of their assignment. Failure to obtain the necessary licenses may result in discharge.

O. LICENSE STIPENDS: New hires shall receive the contractual stipends only for possession of licenses that are optional for their job titles; they shall not receive contractual stipends for licenses that are mandatory for their titles insofar as the stipends for the mandatory licenses have been incorporated into the hourly wage rates for those titles.

ARTICLE XVI – INSURANCE AND TEMPORARY DISABILITY BENEFITS

A. The parties agree to continue to comply with the provisions of the State Law insofar as contributions to non-contributory life insurance for each employee is concerned. Each employee may elect, under the rules of the Public Employees Retirement System, to be covered for an additional life insurance in an amount equal to one and one-half times his/her annual salary by electing to pay the premium for such coverage. This is known as contributory life insurance. The Employer agrees to continue to bear the cost of the presently existing hospital, surgical and dental coverage including costs of employees who retire under the rules of the New Jersey Public Employees Retirement System (PERS). In accordance with existing practice, the Employer will bear the cost of the presently existing hospital, surgical and dental coverage including costs of employees who retire with at least twenty-five (25) years of service credit in the PERS.

B. Employees and their immediate family members, including civil union partners, are provided dental and health insurance coverage under the State Health Benefits Plan. The complete benefit plan is on file in the Chief Financial Officer's office and a Summary Plan Description will be provided to all employees.

C. Dental benefits and health insurance coverage for employees on an unpaid leave of absence or who cease RVRSA employment will terminate at the end of the month in which the leave begins or employment is terminated except coverage will continue for up to twelve weeks for employees

on leave pursuant to the Family and Medical Leave Act and up to thirty weeks for employees on military leave. Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents by taking advantage of the Public Health Services Act (COBRA) provision for a period of up to eighteen months to thirty-six months. For more information, consult the designated payroll clerk.

D. It is agreed and understood by and between the parties that RVRSA has reserved to itself, as provided by the laws of the State of New Jersey, the right to change carriers of hospital, surgical and/or dental coverage, provider networks, claims agents, and insurance mechanisms (e.g., fully insured versus health insurance fund), so long as the benefits enjoyed by the employees of RVRSA remain substantially the same.

E. Healthcare contributions for employees and retirees shall be consistent with that required by P.L. 2011, c.78.

F. State of NJ Disability Program

The RVRSA participates in the State of New Jersey Disability Insurance Program (SDI). The cost of the insurance program is shared between the RVRSA and each employee. The contribution is determined by the State of New Jersey Department of Labor and Workforce Development Employment Security Agency. Each pay period, the employee pays their contributions through payroll deduction, based on their total gross taxable income for that period. SDI provides a benefit equal to two-thirds of the employee's regular rate of pay up to the maximum amount payable.

G. RVRSA Supplemental Disability Policy

In addition to SDI, the RVRSA provides a supplemental Short Term Disability Benefit, through a private insurer, for all employees. The cost of this insurance policy is paid by the RVRSA in its entirety. The supplemental private policy provides supplemental benefits in addition to the State of New Jersey SDI.

ARTICLE XVII – PENSIONS

The Employer will follow applicable state law with regard to employee pensions.

ARTICLE XVIII – CHANGES AND AMENDMENTS

It is understood and agreed that any changes or amendments which would add to, alter or modify the terms of this Agreement will be reduced to writing and signed by both parties, providing agreement has been reached.

ARTICLE XIX – APPLICABLE LAWS

In the event that any provision of this Agreement is invalid or hereafter becomes invalid by reason of any Federal or State law, it is agreed that the parties will comply with any and all obligations imposed on them by such law. It is further agreed that any provision of this Agreement which is invalid or may hereafter become invalid by reason of any Federal or State law shall not affect the validity of all other provisions of this Agreement, and all such other provisions shall continue to remain in full force and effect and binding upon the parties until the termination thereof.

ARTICLE XX – SENIORITY

A. RVRSA will establish and maintain a seniority list of employees. This list will reveal the names and dates of employment, from the date of last hire. The person with the longest period of continuous and uninterrupted service with RVRSA will be placed at the top of the list. The person having the lesser periods of continuous and uninterrupted service will follow in order of their period of continuous and interrupted service.

B. For the purpose of vacation, the most senior employees shall have preference in choosing his/her vacation period. In all other cases where seniority might be considered by RVRSA, then in that event and all other things being equal in the view of RVRSA, seniority shall be considered as a significant criterion in RVRSA's determination.

C. An employee's seniority shall cease under the following conditions:

- 1) Resignation or termination of employment.
- 2) Upon a recall, failure to report to work no later than the regular shift following notice by RVRSA that the employee is to report to work. In this instance, there shall be no less than a 72-hour notice. Notice to be given by certified mail and regular mail.
- 3) Lay-off of more than twelve (12) consecutive months.

ARTICLE XXI –LAYOFFS

A. The Authority retains the right to determine the need for and extent of layoffs.

B. Should layoffs become necessary, the following procedure shall apply:

1. The Authority shall identify the specific division(s) that shall be affected by the layoff action, (i.e., Operations, Maintenance, Trunk Line, or Custodian).
2. Employees within the affected division(s) shall be laid off, in seniority order, with the least senior employee of the division(s) being laid off first.
3. If the laid-off employee possesses the required qualifications, credentials and abilities to perform the duties of a title in another division, the employee shall be entitled to

bump into that division. Employees in that division shall be displaced in seniority order, with the least senior employee being displaced first. Employees displaced in this fashion shall be entitled to bump into titles in other divisions for which they possess the required qualifications, credentials and abilities by the same procedure described in this paragraph.

- a. Notwithstanding any other provision herein, employees in the employ of the Authority as of May 20, 2016, shall be entitled to bump into another division if they possess the required abilities to perform the duties of a title in that division. In all other respects, the procedures set forth in Paragraph 3 shall be followed with respect to bumping rights.
4. Recall from layoff shall be in reverse order of layoff, i.e., the last laid off shall be the first recalled; provided, however, that seniority for recall purposes shall terminate after twenty-four (24) consecutive months on layoff.

ARTICLE XXII – WORKERS’ COMPENSATION

A. PURPOSE: The purpose of workers’ compensation is to provide medical and financial assistance to employees who have been injured on the job. The RVRSA covers workers compensation benefits through its membership in the State of New Jersey Utilities Joint Insurance Fund. Based on the fact that worker’s compensation claims involve a variety of circumstances, the determination on the payment of worker’s compensation benefits rests with the RVRSA’s insurance carrier. Disputes regarding worker’s compensation benefits are resolved in accordance with New Jersey’s Worker’s Compensation statutes and regulations.

B. REPORTING OBLIGATION: An employee shall immediately contact his/her supervisor to report an accident or occupational illness and shall promptly complete an “occupational report of injury or illness” form, which form shall be furnished by the Department Head or supervisor. Same day notice of work injury is required by the Authority, unless medically impossible due to emergency. In no event shall notice of an injury or occupational illness be reported later than forty-eight (48) hours from the time of the injury or from the time when the employee becomes aware of an occupational illness. Failure to promptly report an accident or occupational illness may delay the receipt of worker’s compensation benefits and may lead to discipline. The reporting process shall include a form for the employee’s statement of injury or illness to be completed by the employee in his/her handwriting (unless medically impossible) and signed and dated by the employee. In addition, the supervisor will complete the supervisor’s report of injury or illness form within twenty-four (24) hours.

C. MEDICAL TREATMENT: Medical treatment will only be provided by the Authority’s designated treating physicians, except in the case of the true emergency in which the employee has insufficient time to contact the Authority to obtain approval for treatment. Following any true emergency visit, the employee will immediately contact the Authority to report and describe the nature of the injury or occupational illness and request the name and address of the Authority’s designated treating physician. The Authority will not pay for the treatment by unauthorized physicians, hospitals, diagnostics centers, physical therapy and similar medical providers (with the

exception of emergencies noted above) and will not pay for the care of unauthorized family doctors or other personal physicians for work-related injuries or illness.

D. PAYMENT OF BENEFITS: The authority shall pay all benefits due the injured worker in accordance with the provisions of the New Jersey Worker's Compensation Act, *N.J.S.A.* 34:15-7, *et seq.* The worker's compensation carrier or third party administrator for the Authority will process the necessary paperwork and checks on behalf of the Authority. During the period of time that the employee remains out of work and is receiving the worker's compensation benefits, the employee will receive his/her full salary. Any worker's compensation benefits will be paid directly to the Authority, and the employee will continue to receive his/her regular paycheck. During this period of time no employee shall have to use sick, vacation, personal, or other accrued paid benefit leave time.

E. PROHIBITION ON OTHER EMPLOYMENT: When an employee is out of work for a work-related injury or illness and is receiving temporary disability under worker's compensation laws for wage loss, it shall be a violation of the policies of the Authority for the employee to engage in other gainful employment or secondary employment. *N.J.S.A.* 34:15-57.4, *et seq.* Employees who violate this policy shall be subject to appropriate disciplinary measures, up to and including termination.

F. RELATION TO FAMILY MEDICAL LEAVE: It is the policy of the authority to run absences under worker's compensation concurrent with any entitlement which the employee may have under applicable Family and Medical Leave laws and policies. In other words, while an employee is out of work receiving temporary disability benefits under worker's compensation, his/her Family and Medical Leave **will run concurrently**. The authority will advise the employee in writing of the date when his/her Family and Medical Leave period begins.

G. FITNESS FOR DUTY CERTIFICATION: When an employee has been out of work by reason of medical disability, whether work-related or not, the Authority reserves the right to obtain a fitness-for-duty examination with a doctor chosen at the Authority's expense prior to the employee being permitted to return to work. Such fitness for duty certification shall be job-related and consistent with business necessity.

H. APPLICATION TO UNIONIZED EMPLOYEES: This policy shall be applied and enforced consistent with the requirements of the New Jersey Public Employer-Employee Relations Act, *N.J.S.A.* 34:13A-1, *et seq.* To the extent any provision of this policy establishes a new mandatorily-negotiable term or condition of employment, or modifies an existing mandatorily-negotiable term or condition of employment, that provision shall not be operative as to any employee covered by a collective negotiations agreement until it is negotiated with, and agreed to by, that employee's collective negotiations representative.

THIS AGREEMENT represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within

the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, said Employer has caused these presents to be signed by its Chairman, and attested by its Secretary, and has caused its official seal to be affixed hereto, and said Union has caused its corporate seal to be affixed and attested by its Secretary, and these presents to be signed by its President the day and year first above written.

**ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY**

TEAMSTERS LOCAL 125

By:

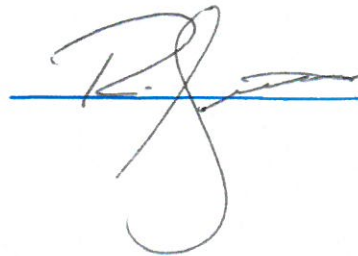


By:


DAVID BAUMANN

Dated: 10/15/18

Dated: 10/15/18


10-15-18