

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 68-68A-68B, AFL-CIO**

**PREAMBLE**

This AGREEMENT made the 1<sup>st</sup> day of January, 2012 by THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, hereinafter referred to as "AUTHORITY" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, UNION LOCAL 68-68A-68B, hereinafter referred to as "UNION" has been mutually accepted to assure continued cooperation between AUTHORITY and employees represented by the UNION so that the operations of the AUTHORITY shall be accomplished so as to effectively protect health and welfare of the Citizens of Jersey City in the collection, treatment and disposal of wastewater.

WHEREAS, the AUTHORITY and UNION, as recognized representatives of AUTHORITY employees, have conducted negotiations in good faith with respect to grievances and terms and conditions of employment.

NOW, THEREFORE, IN VIEW OF THE FOREGOING, it is mutually agreed as follows:

**SECTION I – UNION RECOGNITION**

1. AUTHORITY recognizes the UNION, pursuant to Article 1, Paragraph 19, New Jersey Constitution as representative of the employees, excluding Executive, Office and Supervisory personnel who shall not be under the jurisdiction of the UNION, for the purpose of presenting grievances and proposals on their behalf. It shall be a condition of continued employment that from and after (120) working days following the execution of the Agreement, all UNION employees covered by this Agreement and all new employees shall be requested to apply for membership in the UNION not later than the 120<sup>th</sup> working day after their employment. The probationary period for new employees shall be 120 days.
2. AUTHORITY agrees to make payroll deductions of UNION dues upon receipt of proper authorization signed by each employee. It is understood that this is subject to the regulations and provision of the General Shop Laws, adopted pursuant to the Statutes of the State of New Jersey, New Jersey Chapter Laws 1979, Chapter 477, effective June 1, 1980.
3. UNION agrees that neither it nor any of its Officers or Members will intimidate or coerce employees into membership in the UNION
4. UNION shall not discipline any Foreman, Acting Foreman or Supervisor for any act performed in the discharge of his duties

**SECTION II - REPRESENTATIVE FEE AND AGENCY SHOP CLAUSE**

1. Payroll deductions for new member initiation fees shall be made at the rate of twenty-five dollars (\$25.00) per pay period. These deductions shall continue until the Initiation Fee is paid in full. The company will remit this fee along with any union dues by the fifteenth (15<sup>th</sup>) of the following month

2. The parties agree that effective the day of ratification of the agreement, members of the bargaining union who do not become UNION members shall have deducted from their salaries and forwarded to the UNION'S representative, a Representation fee, except supervisors as determined by the AUTHORITY.
3. The Representation Fee will be 85% of membership dues. At least 30 days before any modification thereof, the UNION shall notify the AUTHORITY of the Representation Fee to be deducted from non-members' salaries. Any such change in the Representation Fee shall be made upon written notification to the AUTHORITY and must receive AUTHORITY approval
4. The Representation Fee shall be deducted from non-members' salaries bi-weekly. Representation Fee deductions commence upon acceptance to a Bargaining Union position after the initial probationary period, or on or after the 10<sup>th</sup> day following re-entry into the Bargaining Unit for employees who continued in the employ of the AUTHORITY in a non-bargaining unit position.
5. Dues Remittance Clause: The Employer will remit to the UNION all deducted dues monies no later than the 15<sup>th</sup> of the following month for which dues were deducted. If dues remittances have not been received by the UNION in full within 30 days from the 15<sup>th</sup> of the following month for which dues were deducted, the UNION may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer is delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the employer liable for the full cost of the Arbitration, including the Union's attorney fees.
6. Union Security Clause: As a condition of employment, all employees covered by this Agreement shall become and remain members of the UNION in good standing, or shall be responsible for payment of the Representation Fee as outlined above. The Employer will terminate the employment of any employee covered by this Agreement within 72 hours upon written notice from the UNION to both the Employer and the employee that such employee is not in good standing with the UNION, provided that the employee does not tender the required dues and/or fees within said period of time. For the purposes of this Article, an employee shall be considered a member of the UNION in good standing as long as he has tendered to the UNION periodic dues and/or fees uniformly required.

### SECTION III - TERM IF AGREEMENT NO STRIKE-NO LOCKOUT CAUSE

The term of this agreement shall be from January 1, 2012 to and including December 31, 2014. During the existence of the Agreement, UNION agrees that it shall not sanction a strike or any stoppage of or slowing down of work by any employee, employees or group of employees who are members of the UNION, pursuant to the rights and obligations of the parties under applicable law.

AUTHORITY agrees there will be no lockout of employees by the Jersey City Municipal Utilities Authority or its representatives.

### SECTION IV - AUTHORITY RIGHTS

The right to hire, promote, demote, schedule, discharge, assign, suspend or discipline employees for just cause, and to maintain the efficiency of the facilities is the sole responsibility of the AUTHORITY. The rights of the AUTHORITY are not otherwise restricted nor limited to the above.

The AUTHORITY has the right to terminate or otherwise discipline an employee who is within his probationary period and, in such event, the employee shall have no recourse to any of the provisions within this Agreement nor shall he have any specific recourse to the grievance procedure.

#### SECTION V - SENIORITY

1. After the probationary period, seniority shall be determined upon the length of continued service with the AUTHORITY from the date of last hire. Employees hired on the same date shall be listed in alphabetical order.
2. Senior members shall be entitled to the higher classified assignments when openings develop, provided that the Senior employee has the necessary qualifications and ability.
3. All job openings shall be posted to the membership for fourteen (14) working days. If no member applies for the position within the fourteen (14) working days the AUTHORITY may fill the position from the outside. However, until the position is filled, the job shall remain posted and open to the membership. The AUTHORITY has the right to draft a member for any position without loss of pay even though said member is at a higher rate of pay. The selection for any position is based on qualifications. Seniority will prevail if more than one member is qualified for a position.
4. For the purpose of seniority only, employees on approved leave of absence (other than military leave), layoff, sickness or other interruptions of employment for a period less than one year, shall resume employment on the basis of uninterrupted service.
5. The determinations of qualifications and ability rests with the AUTHORITY. In connection with job assignments, employees eligible for promotion shall be given a reasonable period of time, not to exceed thirty (30) days, to qualify for promotion. Deviations from seniority will be made the subject of a conference between Authority representatives and the Shop Steward and be posted with the signatures of the Chief Engineer and Shop Steward.

#### SECTION VI - SAFETY

1. AUTHORITY shall make reasonable provisions for the safety and health of employees during the hours of employment. Protective devices, wearing apparel and other equipment necessary to properly protect the employees from injury shall be provided in accordance with the Safety Laws of the State of New Jersey and the United States. It is the responsibility of the employee to properly use and maintain any protective devices, wearing apparel and other safety equipment issued.
2. Foul weather gear shall be provided to employees who must work on the outside during inclement weather. AUTHORITY agrees to provide and maintain work clothes for the employees in accordance with "SCHEDULE B" attached hereto. It is the responsibility of the employee to properly use and maintain foul weather gear issued.
3. UNION shall designate two (2) employees as members of a Joint Committee which shall also include the Chief Engineer and such persons designated by the AUTHORITY to discuss safety conditions and make recommendations to the AUTHORITY.

Schedule "B" attached hereto is the list of safety guidelines recommended to date by the Safety Committee and penalties for failure to comply with safety requirements. Said Schedule "B" may be revised or modified during the life of this Contract upon recommendation of the Safety Committee and approval of the UNION and the AUTHORITY without voiding or affecting in any way other sections of this Contract.

### Shoe Allowance:

All active employees covered by this Contract shall receive a \$125.00 safety shoe allowance each year of the contract. Shoes must meet ANSI Z41 PT99 C/75 standards with workers, with the exception of electricians, wearing a boot-style shoe having steel toes that are slip-resistant and puncture-resistant. Electricians must wear a boot-style shoe having composite toes that are slip-resistant, puncture-resistant and provide safety from electrical hazards.

Effective April 1, 2012 all employees will receive \$125.00 shoe allowance.

Effective April 1, 2013 all employees will receive \$125.00 shoe allowance.

Effective April 1, 2014 all employees will receive \$125.00 shoe allowance.

### SECTION VII - HOURS and OVERTIME

For full-time employees covered by this Contract, the regular work week shall consist of not more than forty (40) hours.

Employees shall not be paid overtime unless such overtime is approved by their supervisor.

All work performed in excess of eight (8) hours in any twenty-four (24) hours period shall be at time and one-half. All work performed on Saturday and Sunday will be paid at time and one-half, provided it is not part of an employee's regular shift. If an employee is called in by authorization of the Plant Superintendent, Foreman, Supervisor, Chief of Operations, Chief Engineer or Executive Director to perform emergency work and the call is outside his/her regular shift, the employee shall be given a minimum of four (4) hours pay at time and one-half, except for call-ins or holidays which will be paid at double (2x) time.

For scheduled work performed after an employee's regular eight (8) hour shift and for overtime after the initial four (4) hour period on a call-in, employees will be paid until the time they punch out. For non-scheduled (emergency) work performed beyond an employee's regular eight (8) hour shift, an employee will receive a minimum of two (2) hours pay at time and one-half.

There shall be no accumulation of rates for the same day worked and if two or more rates are applicable for the same hours worked, the higher rate shall only be paid.

All overtime shall be equally distributed to job classifications or the employees so qualified.

### SECTION VIII - VACATION

The following applies to all employees:

Vacation time for the current calendar year will be pro-rated based on the number of days an employee was actively on the payroll in the prior calendar year. ("Actively on the payroll" is defined as receiving a regular payroll check from the AUTHORITY).

An employee with up to six (6) cumulative months of Worker's Compensation in a calendar year will be considered to have been active on the payroll during that time and will accrue vacation time for that six (6) month period. An employee with up to three (3) cumulative months of N.J. State Disability in a calendar year will be considered to have been active on the payroll during that time and will accrue vacation time for that three (3) month period.

No employee in any shift, crew or department will be permitted to take more than two (2) weeks in any vacation period until all employees in his shift, crew or department have submitted their vacation requests and a preliminary schedule can be completed. After this preliminary schedule is completed, time remaining open in the schedule can be taken. Vacation requests must be submitted to the employee's supervisor by March 31<sup>st</sup> of each year. A final schedule will then be completed. Employees not submitting a request may take any available time on a first come, first serve basis subject to AUTHORITY approval. In no case will an employee be permitted to take a vacation without one (1) week [seven (7) days] prior notice to the AUTHORITY.

Not more than one employee per shift or crew will be permitted to take vacation during the same time period.

If there is a conflict between employees in the request for vacation periods, seniority will prevail, provided that the operation of the AUTHORITY is not adversely affected. This decision will be at the sole discretion of the Chief Engineer or his designee.

All requests for vacation time must be in writing on a vacation request form which must be submitted and approved by the AUTHORITY. Vacation requests must be submitted no later than March 31<sup>st</sup>.

An employee may "sell back" vacation time for cash to the AUTHORITY. Payment shall be made only as a part of a regular payroll. The ability to "sell back" vacation time shall be left to the discretion of the Executive Director or his designee.

If any employee who has unused vacation time is terminated for cause or resigns under charges prior to taking his/her unused vacation time, he/she will be eligible to receive pay in lieu of vacation time, prorated for that year in which the termination or resignation occurs.

In the event a holiday occurs during an employee's vacation period, such employees shall be entitled to a T.C. Day (Time Coming Day) to be taken at the Authority's discretion. A separate request form must be submitted and approved at least forty-eight (48) hours in advance by the AUTHORITY. (See Section X - Holidays for details).

First year employees who accumulate one (1) vacation day per month after the 120 working day probationary period will use their vacation time as single days, except if they request and receive approval by the Executive Director or his designee to do otherwise.

All other employees may use one (1) week, meaning five (5) days vacation as single days, with the remaining vacation time used in one-week blocks. Employees who have four weeks or more vacation time earned may use no more than 2 vacation weeks in single day allotments subject to supervisor approval

Vacation time must be taken during the calendar year for which it is granted and may not be accumulated except by prior approval by the Executive Director.

Employees must have begun their sixth (6<sup>th</sup>), eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>) and twenty-first (21<sup>st</sup>) consecutive years of employment prior to January 1<sup>st</sup> of a calendar year to be eligible for additional vacation time during that calendar year. The vacation year will run from January 1st through December 15<sup>th</sup> each year and shall be divided into three (3) periods as follows: *January 1st through April 30<sup>th</sup>, May 1<sup>st</sup> through Labor Day and Labor Day through December 15<sup>th</sup>*. Vacation scheduling shall be established in recognition of the seniority rule.

All employees shall be granted vacations pursuant to the following schedule:

During the first year of employment vacation time will accumulate from the 1<sup>st</sup> of the month following the completion of the (120) working day probationary period. Accumulation will be at the rate of one (1) day per month, to a maximum of ten (10) days.\*\*

Beginning the second (2<sup>nd</sup>) calendar year of employment through the fifth (5<sup>th</sup>) calendar year: Ten (10) working days, (provided that the employee has completed twelve (12) full months of employment);

Beginning the sixth (6<sup>th</sup>) calendar year through the tenth (10<sup>th</sup>) calendar year: Fifteen (15) working days;

Beginning the eleventh (11<sup>th</sup>) calendar year through the fifteenth (15<sup>th</sup>) calendar year: Twenty (20) working days;

Beginning the sixteenth (16<sup>th</sup>) calendar year through the twentieth (20<sup>th</sup>) calendar year: Twenty five (25) working days;

Beginning the twenty-first (21<sup>st</sup>) calendar year and thereafter: Thirty (30) working days;

*\*\* An employee hired within the first quarter of a calendar year (Jan. 1 - March 31) shall be granted ten (10) working days vacation on January 1 of the calendar year immediately following his/her date of hire.*

*\*\*An employee hired after the first quarter of a calendar year (Apr. 1 - Dec.31) shall accumulate vacation time in accordance with the above-stated vacation schedule and shall be granted ten (10) working days on January 1 of the calendar year following twelve (12) full months of employment.*

#### SECTION IX - LONGEVITY

Longevity pay shall be added to the employee's base salary upon completion of the necessary years of service and in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
5 years	2% of base salary
10 years	4% of base salary
15 years	6% of base salary
20 years	8% of base salary
25 years	10% of base salary

## SECTION X - HOLIDAYS

The following holidays shall be recognized as paid holidays:

NEW YEAR'S DAY  
MARTIN LUTHER KING, JR. DAY  
LINCOLN'S BIRTHDAY  
WASHINGTON'S BIRTHDAY  
GOOD FRIDAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
COLUMBUS DAY  
VETERAN'S DAY  
GENERAL ELECTION DAY  
THANKSGIVING DAY  
FRIDAY AFTER THANKSGIVING  
CHRISTMAS DAY

In the event that a holiday falls on a non-working day the employee on shift may take the holiday as a T.C. Day (Time Coming Day) on any other day subject to approval by the AUTHORITY. Requests for T.C.'s must be submitted and approved at least forty-eight (48) hours in advance. T.C.'s may only be taken in eight (8) hour blocks. A T.C. may only be used for a period of one (1) year from the date of the holiday for which it was given.

It is agreed that each employee shall be entitled to (3) personal days. Three (3) personal days shall be taken upon written request to the employee's supervisor and approval by the AUTHORITY as provided in the next paragraph. The said three (3) personal days for any given year must be taken by the employee prior to December 31<sup>st</sup> of the year that the personal days were granted. It is understood that the three (3) personal days shall not be taken during vacation time.

Personal days shall be approved provided that the written request form is submitted to the employee's immediate supervisor forty-eight (48) hours in advance and the day(s) are approved by the supervisor, however it is the employee's responsibility to ensure that he/she is entitled to the day requested. Weekends and holidays may delay the approval process.

Personal days may only be taken in eight (8) hour blocks unless prior to approval from the Executive Director is obtained. During the first (1<sup>st</sup>) year of employment, personal days shall be pro-rated at the rate of two (2) hours (One Quarter Work Day) per month. An employee will only be entitled three (3) personal days if he/she has completed one (1) year of employment by the first of the year for which the personal days are entitled. If not, they shall be pro-rated as previously described.

Any employee on leave of absence, worker's compensation or New Jersey State Disability will not be entitled to holidays or T.C.'s. If an employee is terminated for cause or resigns under charges, unused T.C.'s and personal days are forfeited.

A fourth (4) personal day may be taken by an employee subject to the approval specifications outlined for personal days mentioned above, if the following conditions are satisfied. An employee shall be eligible for a fourth (4) personal day only if during the preceding 12 month period commencing January 1, 2012, the employee shall not have been disciplined for causing motor vehicle or equipment damages or for infractions violating JCMUA policies and procedures. The employee shall not be entitled to use any personal days on his or her birthday absent express authorization by the employer subject to all of the provisions outlined above. The fourth (4) personal day will be available to employees commencing January 1, 2013.

## SECTION XI - FUNERAL LEAVE

Each employee, for a death in his/her immediate family, shall be permitted (5) consecutive paid working days for funeral leave. Immediate family for funeral leave is defined as Parents, Spouse, Children, Sisters and Brothers, Grandparents, Mother-in-Law, Father-in-Law. The leave would commence on the first working day following the day of death. The AUTHORITY may require such evidence of death as it deems appropriate.

## SECTION XII - LEAVE OF ABSENCE

An employee may request a leave of absence without pay for a period not to exceed six (6) months, provided that the employee requesting such leave has been employed by the AUTHORITY for one year or more. The request for leave shall be made in writing, explaining the need for such leave, to the Executive Director. Any request for an extension of unpaid leave shall also be submitted in writing to the Executive Director.

Medical Leave of Absence: All sick time must be used prior to the start of the Leave of Absence

Personal Leave of Absence: All vacation time and personal days must be used prior to the start of the Leave of Absence

An employee on Leave of Absence will not be considered active on the payroll and will not be entitled to personal days, holidays, T.C.'s or the accrual of sick or vacation time.

## SECTION XII - SICK LEAVE

"Sick Leave" shall be defined as the approved absence from duty because of illness, injury or exposure to contagious disease.

Employees hired prior to 1/1/2012 may accrue no more than fifteen (15) paid sick days per year if not otherwise used. All accrued sick leave shall cease upon termination of employment, whether involuntary or voluntary.

Abuse of sick leave and/or patterned absences shall be deemed grounds for disciplinary action.

Absence without notification for five (5) consecutive days will constitute voluntary resignation of employment. If an employee resigns under charges or is terminated for cause, sick day benefits are forfeited.

An employee shall request to be placed on sick leave at least one (1) hour prior to his/her scheduled work shift starting time. This applies to both regular scheduled work shifts and scheduled overtime shifts. Failure to do so results in a No-Report. The AUTHORITY may require such evidence of sickness as it deems appropriate. An employee shall not be paid for claimed sick time that he/she does not substantiate. It is agreed that a doctor's note must be presented at the time of, or prior to returning to work by an employee who has been out sick for three (3) consecutive work days. On long illnesses, multiple notes need not be presented; however, one single certification from the doctor is required to return to work. It is the employee's responsibility to inform his Superintendent and Personnel Manager of his/her status on a weekly basis during extended sick periods, disability periods or work's compensation periods.



Employees will be limited to two (2) scheduled half (1/2) sick days per year. This is the equivalent of one (1) sick days per year to be taken in four (4) hour blocks.

Employees may use their fifteen (15) sick days on an individual basis, i.e. unrestricted use for the first year of this contract. Doctor's notes will still be required for three or more consecutive workdays absent. Employees will be evaluated no earlier than November of the first year of the contract as to their time and attendance. If a pattern of abuse of this policy is discovered (i.e. taking Mondays/Fridays off repeatedly, taking the day after payday off repeatedly, etc.), said employee who commenced employment prior to 1/1/2012 shall be subject to the former restrictive policy where that employee may use only eight (8) days individually and the remaining seven (7) days as part of a long illness with documentation for the remainder of this Agreement.

All employee hired subsequent to January 1, 2012 will be limited to ten sick days per year. Employees may use their ten (10) sick days on an individual basis, i.e. unrestricted use for the first year of this contract. Doctor's notes will still be required for three or more consecutive workdays absent. Employees will be evaluated no earlier than November of the first year of the contract as to their time and attendance. If a pattern of abuse of this policy is discovered (i.e. taking Mondays/Fridays off repeatedly, taking the day after payday off repeatedly, etc.), for employees hired after 1/1/2012, said employee may use only six (6) days individually and the remaining four (4) days as part of a long illness with documentation for the remainder of this Agreement.

Sick time for the current calendar year will be pro-rated based on the number of days an employee was actively on the payroll in the prior calendar year.

An employee with up to six (6) months cumulative months Worker's Compensation in a calendar year will be considered actively on the payroll during that time and will accrue sick time for the six (6) month period. An employee with up to three (3) cumulative months of New Jersey State Disability in a calendar year will be considered to have been active on the payroll during that time and will accrue sick time for that three (3) month period.

During the first year of employment, beginning with the first (1<sup>st</sup>) day of the month following the first day of employment, sick days shall accrue at the rate of one and one-quarter (1 ¼) days per month, but employees may only be paid or utilize sick days after the initial 120 working day probationary period is completed.

Sick days which occur on the workday prior to, or after vacations, holidays, birthdays, personal days and/or T.C.'s shall not be valid unless the sick days is one of a long illness of three (3) or more consecutive sick days.

*\*\*An employee hired within the first quarter of a calendar year (Jan. 1 – Mar. 31) shall be granted ten (10) sick days on January 1 of the calendar year immediately following his/her date of hire.*

*\*\*An employee hired after the first quarter of a calendar year (Apr. 1 – Dec. 31) shall accumulate sick time in accordance with the above-stated sick day policy and shall be granted ten (10) sick days on January 1 of the calendar year following twelve (12) full months of employment.*

Accumulated sick days from prior years may not be used and are "frozen" to be "bought-back" as detailed in items 3, 4 and 5 of this section of the Agreement.

The following policy for "buy-back" of accumulated sick time shall be in effect:

- 1 The AUTHORITY, once per year, shall "buy-back" from every employee up to fifteen (15) sick days of unused sick time at 100% of the total dollar value in the year in which it was accrued. The amount bought back is at the discretion of the employee.

2. During the first full week of the year, the employee will be given a form to complete on which he/she will inform the AUTHORITY of how his/her unused sick time will be handled. These forms must be returned to the Personnel Manager within five (5) working days. If the forms are returned within the specified time, the payment of unused sick time to be bought back will be made by the AUTHORITY in between the two normal payrolls in February of that year.

Employees are also entitled to "bank" some unused sick days and/or sell back the remaining unused sick days for the calendar year to the AUTHORITY.

3. "Banked" sick time can only be purchased upon PERS retirement or death of an employee.
4. At retirement, the "buy-back" percentage of banked sick time will be 60% of the value at retirement up to a maximum of 300 days.
5. In the event of the death of the employee, the employee's estate will receive the 60% of the value at the time of death, up to a maximum of 300 days.
6. Upon retirement, or in the event of death, the employee, or his/her estate would receive the money with two (2) pay periods of the date of death.

#### SECTION XIV – HOSPITALIZATION & INSURANCE

The AUTHORITY reserves the right to change insurance carriers at any time during the term of this Agreement provided that the benefits are comparable to those then in effect.

Dental benefits will be provided covering the employee and his/her immediate family. Immediate family shall include the employee's spouse and children until age 19. Children shall be related by blood, or by legal adoption and legally supported. Children over age 19 shall be covered until the age of 23 if they are attending school on a full-time basis. Official documentation must be provided for each school semester.

Medical and prescription benefits will be provided in accordance with federal law and P.L. 2011 C.78., for the employee and his/her immediate family. Immediate family shall include the employee's spouse and children until age 26. Children shall be related by blood, or by legal adoption and legally supported. Official documentation must be provided.

The AUTHORITY agrees to provide an Optical Plan for the benefit of the employees of the said AUTHORITY embracing the employees' immediate family, namely spouse and children as previously defined

The plan is as follows.

It is agreed that the said employees of the AUTHORITY are hereby extended the benefit of having the AUTHORITY reimburse for Optical Expenses of the employee and/or the employee's immediate family. The said payment shall not exceed the sum of \$150.00 per year for Single employees and the sum of \$300.00 per year for employees with an immediate family.

It is agreed that the said employees of the AUTHORITY shall submit a bill for the optical expenses required for said employee and/or his/her immediate family and the employee shall be reimbursed for the payment to the vision care center. The reimbursement shall not exceed the amount as herein before set forth which is calculated on an annual basis

Each employee is entitled to one (1) yearly physical examination by their Primary Care Physician (PCP) covered under the existing health insurance contract subject to the provisions of federal law and P.L. 2011 C.78.

In accordance with federal law and P.L. 2011 C.78, the AUTHORITY will continue to provide Hospitalization, Major Medical, Dental Plan and Optical Plan subject to applicable contribution amounts, for all employees and dependents as previously defined for a period of eighteen (18) months after retirement approved by the PERS or after a layoff due to non-disciplinary reasons. At the end of the eighteen (18) months of coverage, the retiree/laid off employee will have the option to purchase COBRA benefits for him/herself and his/her immediate family.

The AUTHORITY offers employees a voluntary medical incentive plan. If an employee has another medical insurance plan or is covered by another medical insurance plan, the employee may opt out of the AUTHORITY's medical insurance plan. The AUTHORITY offers an incentive of 25% of the premium cost, up to a maximum of \$5000 for family coverage and \$2500 for single coverage. To opt out of the AUTHORITY's medical insurance plan, an Employee shall execute a written form provided by the Authority waiving medical insurance coverage. To be eligible to opt out, an Employee shall provide a written, notarized statement demonstrating that the Employee presently has obtained other medical insurance coverage. The above referenced incentive program and opt out provision shall be deemed null and void if superceded by state or federal law.

### RETIREE BENEFITS

The AUTHORITY will provide Hospitalization and Major Medical Benefits for both the retiree (and his/her spouse) who retire from the AUTHORITY with a minimum of twenty-five (25) years of continued employment or retire from the AUTHORITY with a minimum of twenty (20) years of service and are at least sixty-two (62) years of age in accordance with federal law and P.L. 2011 C 78 and applicable contribution amounts.

#### Non-Medicare Eligible Retirees and/or Spouses:

The AUTHORITY shall continue to provide Group Hospitalization and Major Medical Benefits for both the retiree and his/her spouse who retire from the AUTHORITY with a minimum of twenty-five (25) years of continued employment or retire from the AUTHORITY with a minimum of twenty (20) years of service and are at least sixty-two (62) years of age. The retiree and/or spouse shall remain on the AUTHORITY's Group Plan. This Group Coverage shall continue until the retiree and/or spouse become Medicare-Eligible.

#### Medicare-Eligible Retirees and/or Spouses:

Upon reaching Medicare eligibility the Group Hospitalization and Major Medical Benefits for the retiree and/or spouse will end.

The AUTHORITY will reimburse both the retiree and his/her spouse for Medicare Supplemental Benefits upon eligibility. This benefit shall be a reimbursement to the retired employee when a bill for Medicare Supplemental Benefits obtained by the retiree is present to the AUTHORITY's Personnel Department for reimbursement. Please call the Personnel Department for further information on reimbursement procedures.

The AUTHORITY will determine the reimbursement amount.

#### Dental Benefits/Optical Benefits:

The AUTHORITY will retain the employee and spouse on Dental and Optical Benefits for eighteen (18) months after his/her retirement date.

The AUTHORITY does not currently offer retirees dental benefits or optical benefits beyond the 18-month period.

The AUTHORITY will provide Prescription Benefits for both the retiree (and his/her spouse) who retire from the AUTHORITY with a minimum of twenty-five (25) years of continued employment or retire from the AUTHORITY with a minimum of twenty (20) years of service and are at least sixty-two (62) years of age. The death of the retired employee will not preclude the surviving spouse from being eligible for said benefit reimbursement.

*The qualifying retiree (and his/her spouse) will remain on the AUTHORITY's Group Prescription Plan. The retiree (and his/her spouse) will be transferred to the Retiree subgroup and will be issued new plan materials and Rx cards for same.*

#### SECTION XV - PENSION

All employees shall be enrolled in the State of New Jersey's Public Employees' Retirement System from the first day of employment. The pension program shall be in accordance with all applicable rules and regulations of the State of New Jersey. The program is co-contributory with deductions made from the employees' salaries.

#### SECTION XVI - WAGES

Effective January 1, 2012 a salary increment program as herein stated will continue and will apply to all AUTHORITY employees who are covered by this agreement.

- (1) Effective 1/1/2012 after contract ratification, all members covered by this contract, shall receive a \$2,000.00 increase for the first year of the contract.
- (2) Effective 1/1/2013, all members covered by this contract, shall receive a \$2,000.00 increase for the second year of the contract.
- (3) Effective 1/1/2014, all members covered by the contract, shall receive a \$2,500.00 increase for the third year of the contract.

Upon execution of this agreement, employees working as back-up foreman or performing work in a higher classification shall receive \$2.00 per hour, flat rate, irrespective of which foreman or job title he/she is replacing. Prior to working in a higher classification other than his/her own, approval must be obtained from the Plant Superintendent, Supervisor, Chief of Operations, Chief Engineer or Executive Director.

Initial hires will begin employment at a salary of \$32,000.00 per annum. Upon completion of the probation period salary will be increased to \$33,000.00.

#### Licensed Boiler Operator Stipend

A stipend of \$500.00 per year shall be added to the base salary each year of the employee responsible for maintaining and operating the AUTHORITY'S boiler provided that they are a Licensed Boiler Operator. This stipend will not apply to employees performing the duties of the licensed boiler operator in his absence due to vacation, personal days or paid sick leave.

### Employee Training Program Stipend

Qualified employees selected to participate in the "Employee Training Program" (see Schedule C) shall have a \$1000.00 trainee stipend added to their base salary.

Lead Vacuum truck Operator – will receive an additional \$1,000.00 in compensation upon assuming role. The contract will provide for three separate Lead Vacuum Truck Operator positions. This pay increase will commence when employees assume the job and will cease when the employees no longer serve in that capacity. The pay increase will be apportioned over the course of the year or period a specific employee holds a job description.

Boiler Operator – will receive an additional \$1,000.00 annual compensation. The contract will provide for two Boiler Operator positions.

Night Crew- for employees regularly scheduled to work 4 pm to 8am shift will receive an additional \$.50 (fifty cents) per hour. This increase only applies to those employees regularly scheduled to work the late shift.

Heavy Equipment Operator, Foreman, Auto Mechanic, Mechanic, Electrician-these positions will receive an additional \$.50 (fifty cents) per hour each year of the three year contract for a total of \$1.50 per hour at the end of the contract period. This increase will not apply to Tool Crib Operator and Lead Vacuum Operator.

### SECTION XVII - TARDINESS

Employees required to punch a time clock shall punch-in on or before their assigned starting time. Employees who are late up to fifteen (15) minutes will begin work immediately upon their arrival and a permanent record of their lateness will be kept.

Employees who are late from sixteen (16) to sixty (60) minutes will not start work or punch-in until one (1) hour after their scheduled starting time. They will be docked one (1) hour's pay.

Employees who are more than one (1) hour late will not be permitted to work that day and will be docked one (1) day's pay and disciplined in accordance with the AUTHORITY's No-Report policy

### SECTION XVII - JURY DUTY

Employees will receive one day's full salary for each day served on Jury Duty. This pay shall only be received for days served which are the same days for which the employee is scheduled to work. Written evidence of each day served on Jury Duty must be submitted to the AUTHORITY to receive said compensation

### SECTION XIX - JOB CLASSIFICATION

During the length of this Agreement, the job classifications or job titles shall remain the same as in the previous contract, subject to change as required for the efficient operation of the AUTHORITY

#### SECTION XX - DISABILITY

All employee shall be enrolled in the State of New Jersey Disability Program. The Disability Program shall be in accordance with all applicable rules and regulations of the State of New Jersey. The program is co-contributory with deductions made from the employees' salaries

#### SECTION XXI - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns and legal representatives.

#### SECTION XXII - DISCRIMINATION

The AUTHORITY and UNION both agree that there shall be no discrimination against any employee because of race, creed, color, religion, nationality or sex and the parties further agree that no employee shall be discriminated against because of lawful activities.

#### SECTION XXII - CHECK OFF

Any written authorization to terminate check-off must be mutually agreed upon by the parties herein.

#### SECTION XXIV - MOTOR VEHICLE OPERATIONS

A committee shall be established for the review of all Motor Vehicle Violations and/or accidents. The committee shall consist of the Chief Engineer, the Fleet Supervisor and the Shop Steward.

The following rules shall apply to the employees covered by the Collective Bargaining Agreement:

1. Upon determination by said committee that an initial offense chargeable to the driver has occurred, such as an accident or violation, a written warning shall be placed in the driver's file and at the discretion of the Director, an employee may be suspended from one to five days.
2. Upon determination by said committee of a second chargeable offense by the driver, which has occurred within six (6) months (180 calendar days) of the first offense, a suspension may be given. The suspension shall be one (1) to five (5) working days, depending on the nature of the violation and the degree of damage.
3. Upon determination by said committee of a third chargeable offense by the driver, which has occurred by within nine (9) months (270 calendar days) of the first offense, immediate dismissal shall result, at the discretion of the Director.

#### SECTION XXV - MILITARY LEAVE OF ABSENCE

##### Definition:

Military leave of absence is permission granted an employee to be absent from his/her regularly prescribed duties at the Jersey City Municipal Utilities Authority for the duration of a tour of active military service. Military service is considered to be active service of selectees, enlistees and reservists in the Armed Forces of the United States of America, including the New Jersey Army and Air National Guard and Coast Guard

An employee who enters military service will be granted a Military Leave of Absence to cover the period of his/her military service in accordance with applicable Federal and New Jersey State Laws governing military service.

Request for Military Leave of Absence

1. The employee who expects to go on active duty should notify his/her supervisor as soon as possible.
2. The employee must forward a legible copy of his/her official orders to his/her Department Head with a written request for Military Leave.
3. A copy of the request should be initiated by the Department Head and forwarded to the Personnel Supervisor along with a copy of the employee's official orders and Payroll Advice.

Military Leave Policy:

1. Military Leave of Absence is granted to employees of the Authority whenever they receive orders requiring performance of an extended or short-term tour of active duty. In accordance with N.J.S.A. 38:23c, et seq, it is the policy of the Authority to ensure that the employee is entitled to reinstatement to his/her job upon return from active duty. The employee must apply promptly for reinstatement. The employee must be able to perform the duties of his/her job
2. The employee will not lose seniority or any pay increases given to other employees while he/she is performing military duty.
3. The employee's group medical/health benefits and coverages will continue while on Military Leave.
4. A Military Leave of absence shall extend for the period of such service and for a further period of three (3) months after receiving discharge from such service. If any such person shall be incapacitated by wound or sickness at the time of discharge, leave of absence shall be extended until three (3) months after recovery from such wound or sickness, or until the expiration of two (2) years from the date of discharge from such service, whichever shall occur first. If the returning employee is unable to perform his/her former duties as a result of injuries sustained during service, or if his/her original position has been discontinued, he/she will be assigned to another suitable position on an individual basis.
5. For members of the Armed Forces of the United States, New Jersey Army and Air National Guard, United States Coast Guard, Naval Militia or State Guard, the Authority will pay the employee's full pay, in addition to his/her military pay for up to ninety (90) working days per calendar year when performing any kind of Federal or State Active duty in accordance with N.J.S.A. 38A:4-4.
6. For member of the Reserves components (U.S. Army, Air Force, Marine or Coast Guard Reserve) or other organization affiliated therewith, which includes National Guard members from states other than New Jersey, the Authority will pay the employee's full pay, in addition to his/her military pay for up to thirty (30) working days per calendar year when performing any kind of Federal Active Duty. (Federal Active Duty includes active duty pursuant to Title 10 of Title 32 of the United States Code

EXTENDED ACTIVE DUTY

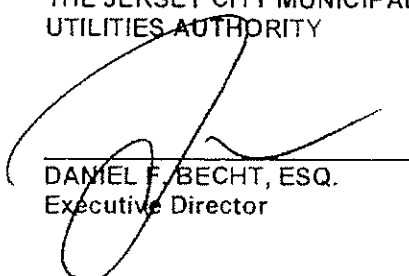
1. Extended Active duty is defined as a period of duty under a call or order to such duty for a period exceeding ninety (90) days or for an indefinite period.
2. The entry into Extended Active duty does not change the employee's status within the Authority. In the case of probationary employees, however, the balance of the probationary period must be completed upon return from military leave before the employee can attain regular status.
3. Employees on Extended Active duty without pay will receive payment in cash for any accumulated vacation time or compensatory time credited to them at the start of military leave
4. Any employee on Extended Active duty who is a member of the Public Employees' Retirement System will receive, at no cost to him/her, the same retirement benefits he/she would have otherwise received, had he/she not been on military leave. The Authority will pay both the employee's and the employer's share of the Public Employee's Retirement System deductions based on the employee's rate and salary, etc.

XXVI POLICIES AND PROCEDURES

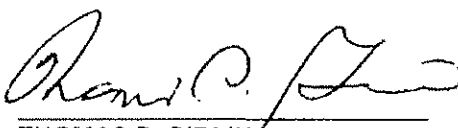
Any changes to AUTHORITY policies shall be posted on the JCMUA bulletin board and a copy of any change will be provided to each employee and the shop steward.

IN WITNESS WHEREOF, WE HAVE APPENDED OUR SIGNATURES AND AFFIXED UR SEALS THIS  
11 DAY OF July, 2012.

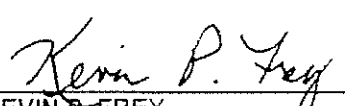
THE JERSEY CITY MUNICIPAL  
UTILITIES AUTHORITY

  
\_\_\_\_\_  
DANIEL F. BECHT, ESQ.  
Executive Director

INTERNATIONAL UNION OF OPERATING  
ENGINEERS – LOCAL 68-68A-68B

  
\_\_\_\_\_  
THOMAS P. GIBLIN  
Business Manager

  
\_\_\_\_\_  
EDWARD P. BOYLAN  
President

  
\_\_\_\_\_  
KEVIN P. FREY  
Recording Secretary

  
\_\_\_\_\_  
KEITH K. WEICKER  
BUSINESS AGENT



## SCHEDULE "A"

### GRIEVANCE AND ARBITRATION PROCEDURE

This article shall apply to any difference of opinion, controversy or dispute between the parties hereto relating to any matter of wages, hours or working conditions or any dispute between the parties involving the interpretation or application of the provisions of the Collective Bargaining Agreement.

A grievance to be considered in this procedure must be initiated by the employee within thirty (30) calendar days from the time the employee knew or should have known of its occurrence.

Failure to any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, B3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

It is understood that employees shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such Grievance has been fully determined.

#### STEP ONE:

The Grievance shall be made in writing by the employee and shall be discussed with the employee involved and the Union Representative with the immediate Supervisor designated by the Employer. The answer shall be in writing and made within five (5) working days by such immediate Supervisor to the UNION.

#### STEP TWO:

If the grievance is not settled through Step One, the same shall, within ten (10) working days, be reduced to writing by the UNION and submitted to the Department Head, or any person designated by him/her, and the answer to such grievance shall be made in writing, with a copy to the Union within ten (10) days of submission.

#### STEP THREE:

If the grievance is not settled at Step Two, then the UNION shall have the right, within ten (10) working days of the receipt of the answer at Step Two, to submit such Grievance to the Executive Director. A written answer to such grievance shall be served upon the individual and the Union Representative seven (7) calendar days after submission.

If the grievance is not settled at Step Three, then the UNION shall have the right, within ten (10) working days, to submit such grievance to PERC (Public Employees' Relations Commission), pursuant to its rules. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the Arbitration, but the cost of the Arbitrator shall be borne by the Employer and the Union, equally.

The Union President or his authorized representative may report an impending grievance to the Executive Director in an effort to forestall its occurrence. Nothing herein shall prevent any employee from processing his own Grievance, provided the grievance committee may be present as observer at any hearing on the individual's grievance. If an employee is reinstated as a result of a grievance hearing, the member will be reimbursed for all lost wages.

## SCHEDULE "B"

### SAFETY

#### SAFETY EQUIPMENT

1. Safety work shoes are to be worn by all union employees in accordance with the specifications outlined in Section VI – Safety of this agreement.
2. Uniforms
  - a. Trousers; must be full length!
  - b. Long sleeve shirts or authority authorized tee shirts must be worn when on duty.
3. Breathing Precautions
  - a. Respirator masks shall be used as required.
  - b. Welding & Burning; shall require masks of appropriate usage when required.
  - c. Scott air packs are to be used when necessary or other Scott respiratory short time masks are required.
4. Eye Protection
  - a. Goggles of appropriate types are to be used for cleaning, handling and usage of tools and burning and welding.
5. Head Protection
  - a. Hard hats are to be worn by all Authority personnel when on duty.
6. Ear Protection
  - a. There are ear plugs for everyone's use and special head phone type ear protectors for personnel in noise areas as required.
7. Hand Protection
  - a. Forearm length rubber gloves are to be provided to personnel needing same.
  - b. Mechanics shall be provided with cotton gloves with leather palms.
  - c. Gloves are to be worn by personnel when in direct contact with sewage, sludge, screening or grit and/or when handling sharp rusted or other items where damage to hands may occur.
8. Uniforms, safety or work shoes and hard hats will be issued to each employee or must be supplied by the employee using allowance paid by the Authority to the employee. Each employee shall receive a One Hundred-Twenty five Dollar (\$125.00) shoe allowance per year to be issued by April 1<sup>st</sup> of each year.
9. Respiratory equipment, eye protection, hearing protection and hand protection will be supplied to each employee at the employee's request however abuse or misuse of this equipment will not be tolerated. Proper and safe conduct, practices and procedures must be followed at all times. Special safety requirements are required for specific jobs such as the work in the interceptor, catch basin, sewer department or any time an employee is entering a confined space.

## PENALTIES

The penalties for failure to comply with safety rules shall be as follows:

### **FAILURE TO COMPLY WITH ANY MANDATORY SAFETY EQUIPMENT:**

- A. **FIRST OFFENSE:**  
Formal written notice. Employee will be sent home or back to the plant to return within one (1) hour with the proper equipment.
- B. **SECOND OFFENSE:**  
Written notice and One (1) Day Suspension
- C. **THIRD OFFENSE:**  
Written notice, Three (3) Day Suspension, a formal hearing and possible Termination of Employment

### **FAILURE TO COMPLY WITH CONFINED SPACE ENTRY OR LOCKOUT/TAGOUT PROGRAMS:**

- A. **FIRST OFFENSE:**  
Formal written notice. Employee will be sent home or back to the plant to return within one (1) hour with the proper equipment.
- B. **SECOND OFFENSE:**  
Written notice and One (1) Day Suspension
- C. **THIRD OFFENSE:**  
Written notice, Three (3) Day Suspension, a formal hearing and possible Termination of Employment

### **FAILURE TO COMPLY WITH RIGHT TO KNOW PROCEDURES:**

- A. **FIRST OFFENSE:**  
Formal written notice. Employee will be sent home or back to the plant to return within one (1) hour with the proper equipment.
- B. **SECOND OFFENSE:**  
Written notice and One (1) Day Suspension
- C. **THIRD OFFENSE:**  
Written notice, Three (3) Day Suspension, a formal hearing and possible Termination of Employment

**SCHEDULE "C"**

**EMPLOYEE TRAINING PROGRAM**

**HEAVY EQUIPMENT OPERATOR TRAINEE:**

The Authority will select one (1) qualified employee for the position of Heavy Equipment Operator Trainee. The trainee will work with the Heavy Equipment Operator and train in all phases of the job, including the operation and maintenance of all equipment.

**REQUIREMENTS:**

Valid N.J. Driver's License  
Commercial Driver's Licenses (CDL)  
Written Commitment to Program  
High School Diploma or equivalent of the same

Upon being selected for this position, the employee must register and successfully complete the following courses, which are offered at the Hudson County Area Vocational-Technical School:

Auto Mechanics	Plumbing
Basic Masonry	Basic Welding

One course per semester is sufficient.

The employee will be paid at the trainee rate as soon as he is entered into the program.

Whenever the Heavy Equipment Operator is absent or on vacation, the trainee would assume his responsibilities and be compensated at the Higher Classification rate provided he is performing the actual duties.

If a permanent position becomes available, the trainee would have "priority" status in applying for the permanent position.

**FOREMAN TRAINEE:** The Authority will select two (2) employees for the position of Foreman Trainee. These trainees will be trained in all aspects of the foreman's job.

**REQUIREMENTS:**

Valid N.J. Driver's License  
Written Commitment to Program  
High School Diploma or equivalent of the same

Upon being selected for this position, the employee must register and successfully complete the following courses, which are offered at the Hudson County Area Vocational-Technical School:

Introduction to Water & Wastewater Treatment I  
Introduction to Water & Wastewater Treatment II

One course per semester is sufficient.

The employee will be paid at the trainee rate as soon as he is entered into the program.

Whenever the Plant Foreman is absent or on vacation, the trainee would resume his responsibilities and be compensated at the Higher Classification rate provided he is performing the actual duties

If a permanent position becomes available, the trainee would have "priority" status in applying for the permanent position.

**ELECTRICIAN TRAINEE:**

The Authority will select one (1) trainee for the position of Electrician Trainee.

**REQUIREMENTS:** Valid N.J. Driver's License  
Written Commitment to Program  
High School Diploma or equivalent of the same

Upon being selected for this position, the employee must register and successfully complete the following courses, which are offered at the Hudson County Area Vocational-Technical School:

Electricity I, Electricity II, Electricity III  
Electricity IV, Electricity V

One course per semester is sufficient

The employee will be paid at the trainee rate as soon as he is entered into the program.

Whenever the Electrician is absent or on vacation, the trainee would resume his responsibilities and be compensated at the Higher Classification rate provided he is performing the actual duties.

If a permanent position becomes available, the trainee would have "priority" status in applying for the permanent position.

**MECHANIC TRAINEE:**

The Authority will select one (1) trainee for the position of Mechanic Trainee. The trainee would be trained in all aspects of the mechanic position.

**REQUIREMENTS:** Valid N.J. Driver's License  
Written Commitment to Program  
High School Diploma or equivalent of the same

Upon being selected for this position, the employee must register and successfully complete the following courses, which are offered at the Hudson County Area Vocational-Technical

Auto Mechanics  
Plumbing  
Carpentry  
Basic Welding  
Stationary Fireman (Low Pressure Black Seal)

One course per semester is sufficient.

The employee will be paid at the trainee rate as soon as he is entered into the program.

Whenever the Mechanic is absent or on vacation, the trainee would resume his responsibilities and be compensated at the Higher Classification rate provided he is performing the actual duties.

If a permanent position becomes available, the trainee would have "priority" status in applying for the permanent position.

Training of employees is a regular function of Heavy Equipment Operator, Plant Foreman, Electrician and Mechanic. There will be no additional compensation for "Trainers"

Qualified employees selected to participate in the "Employee" Training Program shall have a \$1000.00 trainee stipend added to their base salary

If a trainee fails to follow the program, he/she will be removed and returned to his/her former position and pay rate.

Probationary employees as well as permanent employees are eligible for this program with qualifications prevailing and if qualifications are equally, seniority prevailing.

If a permanent position becomes available before the training program is completed, the "trainee" would be evaluated from the step he is at in the program. This will be handled on a case by case basis.

After completing the training program, the employee would be classified as "Helper".

## SCHEDULE "D"

### TUITION REIMBURSEMENT POLICY

The AUTHORITY will reimburse employees for continuing their formal education in areas which have a direct relationship to the administration, operation and/or maintenance of the AUTHORITY.

The following rules shall apply:

1. The employee is required to obtain written authorization from the Executive Director for attending the course. **No reimbursement shall be made to any employee for any unauthorized course. Approval will be on a case by case basis.**
2. For tuition and fees less than \$500.00 per course or semester, the employee receiving the reimbursement must remain an employee of the AUTHORITY for one (1) year after receiving the reimbursement or he will be required to repay the AUTHORITY a pro-rata share of the reimbursement if he voluntarily leaves the employment of the AUTHORITY within that one (1) year period.
3. For tuition and fees in excess of \$500.00 per course or semester:
  - a. Reimbursements can be made on a monthly or quarterly basis when sufficient backup information is submitted by the employee in a timely manner to indicate that he is attending and completing the course.
  - b. The employee is required to continue his employment at the AUTHORITY for a period of one (1) year for every \$1,000.00 of tuition reimbursement or part thereof, up to a maximum of three (3) years.
  - c. Should the employee attend, but not successfully complete the course, fifty (50%) percent of the reimbursement money shall be repaid to the AUTHORITY by the employee.
4. The employer may reimburse the employee for the cost of the course and differential compensation at the discretion of the AUTHORITY.

If the AUTHORITY authorizes payment of a course, and the employee fails to complete the course, the AUTHORITY will reimburse 100% of the cost of the course by the employer.

**Certification**

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2008 thru 12/31/2011.

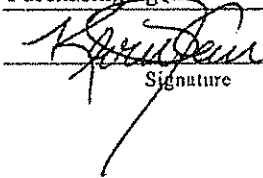
Employer: Jersey City Municipal Utilities Authority

County: Hudson

Date: 2/10/2014

Name: Kevin J. Carr, RPPO, QPA  
Print Name

Title: Purchasing Agent

  
Signature



COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY  
and  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 68-68A-68B, AFL-CIO

**JANUARY 1, 2008 thru DECEMBER 31, 2011**

2008-2011

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 68-68A-68B, AFL-CIO**

**PREAMBLE**

This AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2008 by THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, hereinafter referred to as "AUTHORITY" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, UNION LOCAL 68-68A-68B, hereinafter referred to as "UNION" has been mutually accepted to assure continued cooperation between AUTHORITY and employees represented by the UNION so that the operations of the AUTHORITY shall be accomplished so as to effectively protect health and welfare of the Citizens of Jersey City in the collection, treatment and disposal of wastewater.

WHEREAS, the AUTHORITY and UNION, as recognized representatives of AUTHORITY employees, have conducted negotiations in good faith with respect to grievances and terms and conditions of employment.

NOW, THEREFORE, IN VIEW OF THE FOREGOING, it is mutually agreed as follows:

**SECTION I - UNION RECOGNITION**

1. AUTHORITY recognizes the UNION, pursuant to Article 1, Paragraph 19, New Jersey Constitution as representative of the employees, excluding Executive, Office and Supervisory personnel who shall not be under the jurisdiction of the UNION, for the purpose of presenting grievances and proposals on their behalf. It shall be a condition of continued employment that from and after ninety (90) working days following the execution of the Agreement, all UNION employees covered by this Agreement and all new employees shall be requested to apply for membership in the UNION not later than the 90<sup>th</sup> working day after their employment.
2. AUTHORITY agrees to make payroll deductions of UNION dues upon receipt of proper authorization signed by each employee. It is understood that this is subject to the regulations and provisions of the General Shop Laws, adopted pursuant to the Statutes of the State of New Jersey, New Jersey Chapter Laws 1979, Chapter 477, effective June 1, 1980.
3. UNION agrees that neither it nor any of its Officers or Members will intimidate or coerce employees into membership in the UNION.
4. UNION shall not discipline any Foreman, Acting Foreman or Supervisor for any act performed in the discharge of his duties.

## **SECTION II - REPRESENTATION FEE AND AGENCY SHOP CLAUSE**

1. Payroll deductions for new member initiation fees shall be made at the rate of twenty-five dollars (\$25.00) per pay period. These deductions shall continue until the Initiation Fee is paid in full. The company will remit this fee along with any union dues by the fifteenth (15<sup>th</sup>) of the following month.
2. The parties agree that effective the day of ratification of the agreement, members of the bargaining union who do not become UNION members shall have deducted from their salaries and forwarded to the UNION's representative, a Representation fee, except supervisors as determined by the AUTHORITY.
3. The Representation Fee will be 85% of membership dues. At least 30 days before any modification thereof, the UNION shall notify the AUTHORITY of the Representation Fee to be deducted from non-members' salaries. Any such change in the Representation Fee shall be made upon written notification to the AUTHORITY and must receive AUTHORITY approval.
4. The Representation Fee shall be deducted from non-members' salaries bi-weekly. Representation Fee deductions commence upon acceptance to a Bargaining Union position after the initial probationary period, or on or after the 10<sup>th</sup> day following re-entry into the Bargaining Unit for employees who continued in the employ of the AUTHORITY in a non-bargaining unit position.
5. Dues Remittance Clause: The Employer will remit to the UNION all deducted dues monies no later than the 15<sup>th</sup> of the following month for which dues were deducted. If dues remittances have not been received by the UNION in full within 30 days from the 15<sup>th</sup> of the following month for which dues were deducted, the UNION may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer is delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the employer liable for the full cost of the Arbitration, including the Union's attorney fees.
6. Union Security Clause: As a condition of employment, all employees covered by this Agreement shall become and remain members of the UNION in good standing, or shall be responsible for payment of the Representation Fee as outlined above. The Employer will terminate the employment of any employee covered by this Agreement within 72 hours upon written notice from the UNION to both the Employer and the employee that such employee is not in good standing with the UNION, provided that the employee does not tender the required dues and/or fees within said period of time. For the purposes of this Article, an employee shall be considered a member of the UNION in good standing as long as he has tendered to the UNION periodic dues and/or fees uniformly required.

## **SECTION III - TERM OF AGREEMENT** **NO STRIKE-NO LOCKOUT CLAUSE**

The term of this agreement shall be from January 1, 2008 to and including December 31, 2011. During the existence of the Agreement, UNION agrees that it shall not sanction a strike or any stoppage of or slowing down of work by any employee, employees or group of employees who are members of the UNION, pursuant to the rights and obligations of the parties under applicable law.

AUTHORITY agrees there will be no lockout of employees by the Jersey City Municipal Utilities Authority or its representatives.

#### **SECTION IV - AUTHORITY RIGHTS**

The right to hire, promote, demote, schedule, discharge, assign, suspend or discipline employees for just cause, and to maintain the efficiency of the facilities is the sole responsibility of the AUTHORITY. The rights of the AUTHORITY are not otherwise restricted nor limited to the above.

The AUTHORITY has the right to terminate or otherwise discipline an employee who is within his probationary period and, in such event, the employee shall have no recourse to any of the provisions within this Agreement nor shall he have any specific recourse to the grievance procedure.

#### **SECTION V - SENIORITY**

1. After the probationary period, seniority shall be determined upon the length of continued service with the AUTHORITY from the date of last hire. Employees hired on the same date shall be listed in alphabetical order.
2. Senior members shall be entitled to the higher classified assignments when openings develop, provided that the Senior employee has the necessary qualifications and ability.
3. All job openings shall be posted to the membership for fourteen (14) working days. If no member applies for the position within the fourteen (14) working days the AUTHORITY may fill the position from the outside. However, until the position is filled, the job shall remain posted and open to the membership. The AUTHORITY has the right to draft a member for any position without loss of pay even though said member is at a higher rate of pay. The selection for any position is based on qualifications. Seniority will prevail if more than one member is qualified for a position.
4. For the purposes of seniority only, employees on approved leave of absence (other than military leave), layoff, sickness or other interruptions of employment for a period less than one year, shall resume employment on the basis of uninterrupted service.
5. The determinations of qualifications and ability rests with the AUTHORITY. In connection with job assignments, employees eligible for promotion shall be given a reasonable period of time, not to exceed thirty (30) days, to qualify for promotion. Deviations from seniority will be made the subject of a conference between Authority representatives and the Shop Steward and be posted with the signatures of the Chief Engineer and Shop Steward.

#### **SECTION VI - SAFETY**

1. AUTHORITY shall make reasonable provisions for the safety and health of employees during the hours of employment. Protective devices, wearing apparel and other equipment necessary to properly protect the employees from injury shall be provided in accordance with the Safety Laws of the State of New Jersey and the United States. It is the responsibility of the employee to properly use and maintain any protective devices, wearing apparel and other safety equipment issued.

2. Foul weather gear shall be provided to employees who must work on the outside during inclement weather. AUTHORITY agrees to provide and maintain work clothes for the employees in accordance with "SCHEDULE B" attached hereto. It is the responsibility of the employee to properly use and maintain foul weather gear issued.
3. UNION shall designate two (2) employees as members of a Joint Committee which shall also include the Chief Engineer and such persons designated by the AUTHORITY to discuss safety conditions and make recommendations to the AUTHORITY.

Schedule "B" attached hereto is the list of safety guidelines recommended to date by the Safety Committee and penalties for failure to comply with safety requirements. Said Schedule "B" may be revised or modified during the life of this Contract upon recommendation of the Safety Committee and approval of the UNION and the AUTHORITY without voiding or affecting in any way other sections of this Contract.

**Shoe Allowance:**

All employees covered by this Contract shall receive a \$175.00 safety shoe allowance each year of the contract. Shoes must meet **ANSI Z41 PT99 C/75** standards with workers, with the exception of electricians, wearing a boot-style shoe having steel toes that are slip-resistant and puncture-resistant. Electricians must wear a boot-style shoe having composite toes that are slip-resistant, puncture-resistant and provide safety from electrical hazards.

Effective April 1, 2008 all employees will receive \$175.00 shoe allowance.

Effective April 1, 2009 all employees will receive \$175.00 shoe allowance.

Effective April 1, 2010 all employees will receive \$175.00 shoe allowance.

Effective April 1, 2011 all employees will receive \$175.00 shoe allowance.

**SECTION VII - HOURS and OVERTIME**

For full-time employees covered by this Contract, the regular work week shall consist of not more than forty (40) hours.

Employees shall not be paid overtime unless such overtime is approved by their supervisor.

All work performed in excess of eight (8) hours in any twenty-four (24) hours period shall be at time and one-half. All work performed on Saturday and Sunday will be paid at time and one-half, provided it is not part of an employee's regular shift. If an employee is called in by authorization of the Plant Superintendent, Foreman, Supervisor, Chief of Operations, Chief Engineer or Executive Director to perform emergency work and the call is outside his/her regular shift, the employee shall be given a minimum of four (4) hours pay at time and one-half, except for call-ins on holidays which will be paid at double (2x) time.

For scheduled work performed after an employee's regular eight (8) hour shift and for overtime after the initial four (4) hour period on a call-in, employees will be paid until the time they punch out. For non-scheduled (emergency) work performed beyond an employee's regular eight (8) hour shift, an employee will receive a minimum of two (2) hours pay at time and one-half.

There shall be no accumulation of rates for the same day worked and if two or more rates are applicable for the same hours worked, the higher rate shall only be paid.

All overtime shall be equally distributed to job classifications or the employees so qualified.

## SECTION VIII - VACATION

The following applies to all employees:

Vacation time for the current calendar year will be pro-rated based on the number of days an employee was actively on the payroll in the prior calendar year. ("Actively on the payroll" is defined as receiving a regular payroll check from the AUTHORITY).

An employee with up to six (6) cumulative months of Worker's Compensation in a calendar year will be considered to have been active on the payroll during that time and will accrue vacation time for that six (6) month period. An employee with up to three (3) cumulative months of N.J. State Disability in a calendar year will be considered to have been active on the payroll during that time and will accrue vacation time for that three (3) month period.

No employee in any shift, crew or department will be permitted to take more than two (2) weeks in any vacation period until all employees in his shift, crew or department have submitted their vacation requests and a preliminary schedule can be completed. After this preliminary schedule is completed, time remaining open in the schedule can be taken. Vacation requests must be submitted to the employee's supervisor by March 31<sup>st</sup> of each year. A final schedule will then be completed. Employees not submitting a request may take any available time on a first come, first serve basis subject to AUTHORITY approval. In no case will an employee be permitted to take a vacation without one (1) week [seven (7) days] prior notice to the AUTHORITY.

Not more than one employee per shift or crew will be permitted to take vacation during the same time period.

If there is a conflict between employees in the request for vacation periods, seniority will prevail, provided that the operation of the AUTHORITY is not adversely affected. This decision will be at the sole discretion of the Chief Engineer or his designee.

All requests for vacation time must be in writing on a vacation request form which must be submitted and approved by the AUTHORITY. Vacation requests must be submitted no later than March 31<sup>st</sup>.

An employee may "sell back" vacation time for cash to the AUTHORITY. Payment shall be made only as a part of a regular payroll. The ability to "sell back" vacation time shall be left to the discretion of the Executive Director or his designee.

If any employee who has unused vacation time is terminated for cause or resigns under charges prior to taking his/her unused vacation time, he/she will be eligible to receive pay in lieu of vacation time, pro-rated for that year in which the termination or resignation occurs.

In the event a holiday occurs during an employee's vacation period, such employee shall be entitled to a T.C. Day (Time Coming Day) to be taken at the AUTHORITY's discretion. A separate request form must be submitted and approved at least forty-eight (48) hours in advance by the AUTHORITY. (See Section X - Holidays for details).

First year employees who accumulate one (1) vacation day per month after the ninety (90) working-day probationary period will use their vacation time as single days, except if they request and receive approval by the Executive Director or his designee to do otherwise.

All other employees may use one (1) week, meaning five (5) days vacation as single days, with the remaining vacation time used in one-week blocks.

Vacation time must be taken during the calendar year for which it is granted and may not be accumulated except by prior approval by the Executive Director.

Employees must have begun their sixth (6<sup>th</sup>), eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>) and twenty-first (21<sup>st</sup>) consecutive years of employment prior to January 1<sup>st</sup> of a calendar year to be eligible for the additional vacation time during that calendar year. The vacation year will run from January 1<sup>st</sup> through December 15<sup>th</sup> each year and shall be divided into three (3) periods as follows: *January 1<sup>st</sup> through April 30<sup>th</sup>, May 1<sup>st</sup> through Labor Day and Labor Day through December 15<sup>th</sup>*. Vacation scheduling shall be established in recognition of the seniority rule.

All employees shall be granted vacations pursuant to the following schedule:

During the first year of employment vacation time will accumulate from the 1<sup>st</sup> of the month following the completion of the ninety (90) working day probationary period. Accumulation will be at the rate of one (1) day per month, to a maximum of ten (10) days.\*\*

Beginning the second (2<sup>nd</sup>) calendar year of employment through the fifth (5<sup>th</sup>) calendar year: Ten (10) working days, (provided that the employee has completed twelve (12) full months of employment);

Beginning the sixth (6<sup>th</sup>) calendar year through the tenth (10<sup>th</sup>) calendar year: Fifteen (15) working days;

Beginning the eleventh (11<sup>th</sup>) calendar year through the fifteenth (15<sup>th</sup>) calendar year: Twenty (20) working days;

Beginning the sixteenth (16<sup>th</sup>) calendar year through the twentieth (20<sup>th</sup>) calendar year: Twenty-five (25) working days;

Beginning the twenty-first (21<sup>st</sup>) calendar year and thereafter: Thirty (30) working days;

*\*\*An employee hired within the first quarter of a calendar year (Jan. 1 - Mar. 31) shall be granted ten (10) working days vacation on January 1 of the calendar year immediately following his/her date of hire.*

*\*\*An employee hired after the first quarter of a calendar year (Apr. 1 - Dec. 31) shall accumulate vacation time in accordance with the above-stated vacation schedule and shall be granted ten (10) working days on January 1 of the calendar year following twelve (12) full months of employment.*

### **SECTION IX - LONGEVITY**

Longevity pay shall be added to the employee's base salary upon completion of the necessary years of service and in accordance with the following schedule:

<u>Years of Services</u>	<u>Percentage</u>
5 years	2% of base salary
10 years	4% of base salary
15 years	6% of base salary
20 years	8% of base salary



## **SECTION X - HOLIDAYS**

The following holidays shall be recognized as paid holidays:

NEW YEAR'S DAY  
MARTIN LUTHER KING, JR. DAY  
LINCOLN'S BIRTHDAY  
WASHINGTON'S BIRTHDAY  
GOOD FRIDAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
COLUMBUS DAY  
VETERAN'S DAY  
GENERAL ELECTION DAY  
THANKSGIVING DAY  
FRIDAY AFTER THANKSGIVING  
CHRISTMAS DAY

In the event that a holiday falls on a non-working day the employee on shift may take the holiday as a T.C. Day (Time Coming Day) on any other day subject to approval by the AUTHORITY. Requests for T.C.'s must be submitted and approved at least forty-eight (48) hours in advance. T.C.'s may only be taken in eight (8) hour blocks. A T.C. may only be used for a period of one (1) year from the date of the holiday for which it was given.

It is agreed that each employee shall be entitled to four (4) personal days. Three (3) of the personal days shall be taken upon written request to the employee's supervisor and approval by the AUTHORITY as provided in the next paragraph. The said three (3) personal days for any given year must be taken by the employee prior to December 31<sup>st</sup> of the year that the personal days were granted. It is understood that the three (3) personal days shall not be taken during vacation time.

Personal days shall be approved provided that the written request form is submitted to the employee's immediate supervisor forty-eight (48) hours in advance and the day(s) are approved by the supervisor, however it is the employee's responsibility to ensure that he/she is entitled to the day requested. Weekends and holidays may delay the approval process.

The fourth personal day shall be taken on the employee's birthday. In the event that the same shall fall on a non-working day, the employee shall take this personal day on the next working day.

Personal days may only be taken in eight (8) hour blocks unless prior approval from the Executive Director is obtained. During the first (1<sup>st</sup>) year of employment, personal days shall be pro-rated at the rate of two (2) hours (One Quarter Work Day) per month. An employee will only be entitled to three (3) personal days if he/she has completed one (1) year of employment by the first of the year for which the personal days are entitled. If not, they shall be pro-rated as previously described.

Any employee on leave of absence, worker's compensation or New Jersey State Disability will not be entitled to holidays or T.C.'s. If an employee is terminated for cause or resigns under charges, unused T.C.'s and personal days are forfeited.

## **SECTION XI - FUNERAL LEAVE**

Each employee, for a death in his/her immediate family, shall be permitted five (5) consecutive paid working days for funeral leave. Immediate family for funeral leave is defined as Parents, Spouse,

Children, Sisters and Brothers, Grandparents, Mother-in-Law, Father-in-Law. The leave would commence on the first working day following the day of death. The AUTHORITY may require such evidence of death as it deems appropriate.

## **SECTION XII - LEAVE OF ABSENCE**

An employee may request a leave of absence without pay for a period not to exceed six (6) months, provided that the employee requesting such leave has been employed by the AUTHORITY for one year or more. The request for leave shall be made in writing, explaining the need for such leave, to the Executive Director. Any request for an extension of unpaid leave shall also be submitted in writing to the Executive Director.

Medical Leave of Absence: All sick time must be used prior to the start of the Leave of Absence.

Personal Leave of Absence: All vacation time and personal days must be used prior to the start of the Leave of Absence.

An employee on Leave of Absence will not be considered active on the payroll and will not be entitled to personal days, holidays, T.C.'s or the accrual of sick or vacation time.

## **SECTION XIII - SICK LEAVE**

"Sick Leave" shall be defined as the approved absence from duty because of illness, injury or exposure to contagious disease.

Employees may accrue no more than fifteen (15) paid sick days per year if not otherwise used. All accrued sick leave shall cease upon termination of employment, whether involuntary or voluntary.

Abuse of sick leave and/or patterned absences shall be deemed grounds for disciplinary action.

Absence without notification for five (5) consecutive days will constitute voluntary resignation of employment. If an employee resigns under charges or is terminated for cause, sick day benefits are forfeited.

An employee shall request to be placed on sick leave at least one (1) hour prior to his/her scheduled work shift starting time. This applies to both regular scheduled work shifts and scheduled overtime shifts. Failure to do so results in a No-Report. The AUTHORITY may require such evidence of sickness as it deems appropriate. An employee shall not be paid for claimed sick time that he/she does not substantiate. It is agreed that a doctor's note must be presented at the time of, or prior to returning to work by an employee who has been out sick for three (3) consecutive work days. On long illnesses, multiple notes need not be presented; however, one single certification from the doctor is required to return to work. It is the employee's responsibility to inform his Superintendent and Personnel Manager of his/her status on a weekly basis during extended sick periods, disability periods or worker's compensation periods.

Employees will be limited to two (2) scheduled half (½) sick days per year. This is the equivalent of one (1) sick days per year to be taken in four (4) hour blocks.

Employees may use their fifteen (15) sick days on an individual basis, i.e. unrestricted use for the first year of this contract. Doctor's notes will still be required for three or more consecutive work days absent. Each employee will be evaluated no earlier than November of the first year of the contract as to their time and attendance. If a pattern of abuse of this policy is discovered (i.e. taking Mondays/Fridays off repeatedly; taking the day after payday off repeatedly, etc.), said employee

shall be subject to the former restrictive policy where that employee may use only eight (8) days individually and the remaining seven (7) days as part of a long illness with documentation for the remainder of this Agreement.

Sick time for the current calendar year will be pro-rated based on the number of days an employee was actively on the payroll in the prior calendar year.

An employee with up to six (6) months cumulative months Worker's Compensation in a calendar year will be considered actively on the payroll during that time and will accrue sick time for the six (6) month period. An employee with up to three (3) cumulative months of New Jersey State Disability in a calendar year will be considered to have been active on the payroll during that time and will accrue sick time for that three (3) month period.

During the first year of employment, beginning with the first (1<sup>st</sup>) day of the month following the first day of employment, sick days shall accrue at the rate of one and one-quarter (1¼) days per month, but employees may only be paid or utilize sick days after the initial 90 working day probationary period is completed. An employee will only be entitled to fifteen (15) sick days after he has completed one (1) year of employment by the first (1<sup>st</sup>) day of the year for which the sick days are entitled. If not, they shall be pro-rated as previously described. \*\*

Sick days which occur on the workday prior to, or after vacations, holidays, birthdays, personal days and/or T.C.'s shall not be valid unless the sick days is one of a long illness of three (3) or more consecutive sick days.

*\*\*An employee hired within the first quarter of a calendar year (Jan. 1 - Mar. 31) shall be granted fifteen (15) sick days n on January 1 of the calendar year immediately following his/her date of hire.*

*\*\*An employee hired after the first quarter of a calendar year (Apr. 1 - Dec. 31) shall accumulate sick time in accordance with the above-stated sick day policy and shall be granted fifteen (15) sick days on January 1 of the calendar year following twelve (12) full months of employment.*

Accumulated sick days from prior years may not be used and are "frozen" to be "bought-back" as detailed in Items 3, 4 and 5 of this section of the Agreement.

The following policy for "buy-back" of accumulated sick time shall be in effect:

1. The AUTHORITY, once per year, shall "buy-back" from every employee up to fifteen (15) sick days of unused sick time at 100% of the total dollar value in the year in which it was accrued. The amount bought back is at the discretion of the employee.
2. During the first full week of the year, the employee will be given a form to complete on which he/she will inform the AUTHORITY of how his/her unused sick time will be handled. These forms must be returned to the Personnel Manager within five (5) working days. If the forms are returned within the specified time, the payment of unused sick time which is to be bought back will be made by the AUTHORITY in between the two normal payrolls in February of that year.

Employees are also entitled to "bank" some unused sick days and/or sell back the remaining unused sick days for the calendar year to the AUTHORITY.

3. "Banked" sick time can only be purchased upon PERS retirement or death of an employee.
4. At retirement, the "buy-back" percentage of banked sick time will be 60% of the value at retirement up to a maximum of 300 days.

5. In the event of the death of the employee, the employee's estate will receive the 60% of the value at the time of death, up to a maximum of 300 days.
6. Upon retirement, or in the event of death, the employee or his/her estate would receive the money within two (2) pay periods of the date of death.

#### **SECTION XIV - HOSPITALIZATION & INSURANCE**

The AUTHORITY will continue to pay in full, the hospitalization and insurance now being given or its equivalent and will offer an HMO option to employees for the duration of this Agreement. Dental coverage will be provided by a reputable provider assigned by the AUTHORITY. Dental benefits will be subject to a \$50.00 Single, \$150.00 Family deductible and services will be limited to \$4,000.00 per year/per individual as described in the plan booklet.

The AUTHORITY reserves the right to change insurance carriers at any time during the term of this Agreement provided that the benefits are comparable to those then in effect.

Medical and dental benefits will be paid covering the employee and his/her immediate family. Immediate family shall include the employee's spouse and children until age 19. Children shall be related by blood, or by legal adoption and legally supported. Children over age 19 shall be covered until the age of 23 if they are attending school on a full-time basis. Official documentation must be provided for each school semester.

It is further agreed that the AUTHORITY will continue with the existing Prescription Plan now being given to employees. The Prescription Plan provides for a \$10.00 co-pay for brand names and a \$5.00 co-pay for generic equivalent drugs and also a \$0.00 co-pay for mail order maintenance drugs. It is understood and agreed that the employee shall not pay any more than the above amounts for each prescription and the balance of the payment for said prescription shall be paid through the Prescription Plan. Each employee shall be furnished with the proper identification card by the Prescription Plan.

The AUTHORITY agrees to provide an Optical Plan for the benefit of the employees of the said AUTHORITY embracing the employees' immediate family, namely spouse and children as previously defined.

The plan is as follows:

It is agreed that the said employees of the AUTHORITY are hereby extended the benefit of having the AUTHORITY reimburse for Optical Expenses of the employee and/or the employee's immediate family. The said payment shall not exceed the sum of \$150.00 per year for Single employees and the sum of \$300.00 per year for employees with an immediate family.

It is agreed that the said employees of the AUTHORITY shall submit a bill for the optical expenses required for said employee and/or his/her immediate family and the employee shall be reimbursed for the payment to the vision care center. The reimbursement shall not exceed the amount as herein before set forth which is calculated on an annual basis.

Each employee is entitled to one (1) yearly physical examination by their Primary Care Physician (PCP) covered under the existing health insurance contract. In-network co-payments for this physical will be reimbursed to the employee by the AUTHORITY.

The AUTHORITY will continue to provide Hospitalization, Major Medical, Dental Plan and Optical Plan for all employees and dependents as previously defined for a period of eighteen (18) months after retirement approved by the PERS or after a layoff due to non-disciplinary reasons. At the end of the eighteen (18) months of coverage, the retiree/laid off employee will have the option to purchase COBRA benefits for him/herself and his/her immediate family.

### **RETIREE BENEFITS**

The AUTHORITY will provide Hospitalization and Major Medical Benefits for both the retiree (and his/her spouse) who retire from the AUTHORITY with a minimum of twenty-five (25) years of continued employment or retire from the AUTHORITY with a minimum of twenty (20) years of service and are at least sixty-two (62) years of age.

#### **Non-Medicare Eligible Retirees and/or Spouses:**

The AUTHORITY shall continue to provide Group Hospitalization and Major Medical Benefits for both the retiree and his/her spouse who retire from the AUTHORITY with a minimum of twenty-five (25) years of continued employment or retire from the AUTHORITY with a minimum of twenty (20) years of service and are at least sixty-two (62) years of age. The retiree and/or spouse shall remain on the AUTHORITY's Group Plan. This Group Coverage shall continue until the retiree and/or spouse become Medicare-Eligible.

#### **Medicare-Eligible Retirees and/or Spouses:**

Upon reaching Medicare eligibility the Group Hospitalization and Major Medical Benefits for the retiree and/or spouse will end.

The AUTHORITY will reimburse both the retiree and his/her spouse for Medicare Supplemental Benefits upon eligibility. This benefit shall be a reimbursement to the retired employee when a bill for Medicare Supplemental Benefits obtained by the retiree is presented to the AUTHORITY's Personnel Department for reimbursement. Please call the Personnel Department for further information on reimbursement procedures.

The AUTHORITY will use, as a guideline for reimbursement, an amount of up to the current cost of a Horizon BCBSNJ Medigap Plan C.

#### **Dental Benefits/Optical Benefits:**

The AUTHORITY will retain the employee and spouse on Dental and Optical Benefits for eighteen (18) months after his/her retirement date.

The AUTHORITY does not currently offer retirees dental benefits or optical benefits beyond the 18-month period.

The AUTHORITY will provide Prescription Benefits for both the retiree (and his/her spouse) who retire from the AUTHORITY with a minimum of twenty-five (25) years of continued employment or retire from the AUTHORITY with a minimum of twenty (20) years of service and are at least sixty-two (62) years of age. The death of the retired employee will not preclude the surviving spouse from being eligible for said benefit reimbursement.

*The retiree (and his/her spouse) will remain on the AUTHORITY's Group Prescription Plan. The retiree (and his/her spouse) will be transferred to the Retiree subgroup and will be issued new plan materials and Rx cards for same.*

#### **SECTION XV - PENSION**

All employees shall be enrolled in the State of New Jersey's Public Employees' Retirement System from the first day of employment. The pension program shall be in accordance with all applicable rules and regulations of the State of New Jersey. The program is co-contributory with deductions made from the employees' salaries.

#### **SECTION XVI - WAGES**

Effective January 1, 2008 a salary increment program as herein stated will continue and will apply to all AUTHORITY employees who are covered by this agreement.

- (1) Effective 1/1/2008, after contract ratification, all members in-step go to the next step on the 2008-2011 increment scale. All members off-step receive a \$3,000 increase to their base salary.
- (2) Effective 1/1/2009, all members in-step go to the next step on the 2008-2011 increment scale. All members off-step receive a \$3,000 increase to their base salary.
- (3) Effective 1/1/2010, all members in-step go to the next step on the 2008-2011 increment scale. All members off-step receive a \$2,500 increase to their base salary.
- (4) Effective 1/1/2011, all members in-step go to the next step on the 2008-2011 increment scale. All members off-step receive a \$2,500 increase to their base salary.

Upon execution of this agreement, employees working as back-up foreman or performing work in a higher classification shall receive \$2.00 per hour, flat rate, irrespective of which foreman or job title he/she is replacing. Prior to working in a higher classification other than his/her own, approval must be obtained from the Plant Superintendent, Supervisor, Chief of Operations, Chief Engineer or Executive Director.

#### **Licensed Boiler Operator Stipend**

A stipend of \$500.00 per year shall be added to the base salary each year of the employee responsible for maintaining and operating the AUTHORITY's boiler provided that they are a Licensed Boiler Operator. This stipend will not apply to employees performing the duties of the licensed boiler operator in his absence due to vacation, personal days or paid sick leave.

#### **Employee Training Program Stipend**

Qualified employees selected to participate in the "Employee Training Program" (see Schedule C) shall have a \$1000.00 trainee stipend added to their base salary.

Should a trainee be chosen to fill the position for which they trained on a full-time basis, the \$1,000 stipend shall be removed from his/her base salary and his/her base salary will be increased to the applicable new grade and step in the Increment Scale for that calendar year.

#### **Merit Bonus**

Each year of the four (4) year contract, the AUTHORITY will allocate \$30,000 to be distributed to CBA employees based on a merit system to be agreed upon by the AUTHORITY and the IUOE. This distribution shall be in the form of bonus to those meeting the criteria. The amount will **not** be added to the base salary.

**2008-2011 INCREMENT SCALE**

**STARTING SALARY: \$30,000**

	(A) Utility Workers (All Depts.)	(B) Operator Heavy Equipment Op. - Foreman, Automotive Mechanics - Mechanics/Electricians - Lead Vac Operator - Tool Crib Attendant -
<hr/>		
90 Working Days		
1	31,000	32,000
2	32,500	33,500
3	35,000	36,000**
4	37,500	38,500**
5	39,000	40,000**

NOTE: Starting salary for 2008-2011 will be \$30,000; the Probationary Period will be 90-working days. If, after completing the 90-working day probationary period, the employee is accepted as a regular employee, he/she shall advance to the first step for his/her respective grade on the increment scale.

\*\* Foreman title shall consist of only Steps 3, 4 and 5.



### **SECTION XVII - TARDINESS**

Employees required to punch a time clock shall punch-in on or before their assigned starting time. Employees who are late up to fifteen (15) minutes will begin work immediately upon their arrival and a permanent record of their lateness will be kept.

Employees who are late from sixteen (16) to sixty (60) minutes will not start work or punch-in until one (1) hour after their scheduled starting time. They will be docked one (1) hour's pay.

Employees who are more than one (1) hour late will not be permitted to work that day and will be docked one (1) day's pay and disciplined in accordance with the AUTHORITY's No-Report policy.

### **SECTION XVII - JURY DUTY**

Employees will receive one day's full salary for each day served on Jury Duty. This pay shall only be received for days served which are the same days for which the employee is scheduled to work. Written evidence of each day served on Jury Duty must be submitted to the AUTHORITY to receive said compensation.

### **SECTION XIX - JOB CLASSIFICATION**

During the length of this Agreement, the job classifications or job titles shall remain the same as in the previous contract, subject to change as required for the efficient operation of the AUTHORITY.

### **SECTION XX - DISABILITY**

All employee shall be enrolled in the State of New Jersey Disability Program. The Disability Program shall be in accordance with all applicable rules and regulations of the State of New Jersey. The program is co-contributory with deductions made from the employees' salaries.

### **SECTION XXI - SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns and legal representatives.

### **SECTION XXII - DISCRIMINATION**

The AUTHORITY and UNION both agree that there shall be no discrimination against any employee because of race, creed, color, religion, nationality or sex and the parties further agree that no employee shall be discriminated against because of lawful activities.

### **SECTION XXII - CHECK OFF**

Any written authorization to terminate check-off must be mutually agreed upon by the parties herein.

#### **SECTION XXIV - MOTOR VEHICLE OPERATIONS**

A committee shall be established for the review of all Motor Vehicle Violations and/or accidents. The committee shall consist of the Chief Engineer, the Fleet Supervisor and the Shop Steward.

The following rules shall apply to the employees covered by the Collective Bargaining Agreement:

1. Upon determination by said committee that an initial offense chargeable to the driver has occurred, such as an accident or violation, a written warning shall be placed in the driver's file.
2. Upon determination by said committee of a second chargeable offense by the driver, which has occurred within six (6) months (180 calendar days) of the first offense, a suspension shall be given. The suspension shall be one (1) to five (5) working days, depending on the nature of the violation and the degree of damage.
3. Upon determination by said committee of a third chargeable offense by the driver, which has occurred by within nine (9) months (270 calendar days) of the first offense, immediate dismissal shall result.

#### **SECTION XXV - MILITARY LEAVE OF ABSENCE**

##### Definition:

Military leave of absence is permission granted an employee to be absent from his/her regularly prescribed duties at the Jersey City Municipal Utilities Authority for the duration of a tour of active military service. Military service is considered to be active service of selectees, enlistees and reservists in the Armed Forces of the United States of America, including the New Jersey Army and Air National Guard and Coast Guard.

An employee who enters military service will be granted a Military Leave of Absence to cover the period of his/her military service in accordance with applicable Federal and New Jersey State Laws governing military service.

##### Request for Military Leave of Absence

1. The employee who expects to go on active duty should notify his/her supervisor as soon as possible.
2. The employee must forward a legible copy of his/her official orders to his/her Department Head with a written request for Military Leave.
3. A copy of the request should be initiated by the Department Head and forwarded to the Personnel Supervisor along with a copy of the employee's official orders and Payroll Advice.

##### Military Leave Policy:

1. Military Leave of Absence is granted to employees of the Authority whenever they receive orders requiring performance of an extended or short-term tour of active duty. In accordance with N.J.S.A. 38:23c, et seq., it is the policy of the Authority to ensure that the employee is entitled to reinstatement to his/her job upon return from

active duty. The employee must apply promptly for reinstatement. The employee must be able to perform the duties of his/her job.

2. The employee will not lose seniority or any pay increases given to other employees while he/she is performing military duty.
3. The employee's group medical/health benefits and coverages will continue while on Military Leave.
4. A Military Leave of Absence shall extend for the period of such service and for a further period of three (3) months after receiving discharge from such service. If any such person shall be incapacitated by wound or sickness at the time of discharge, leave of absence shall be extended until three (3) months after recovery from such wound or sickness, or until the expiration of two (2) years from the date of discharge from such service, whichever shall occur first. If the returning employee is unable to perform his/her former duties as a result of injuries sustained during service, or if his/her original position has been discontinued, he/she will be assigned to another suitable position on an individual basis.
5. For members of the Armed Forces of the United States, New Jersey Army and Air National Guard, United States Coast Guard, Naval Militia or State Guard, the Authority will pay the employee's full pay, in addition to his/her military pay for up to ninety (90) working days per calendar year when performing any kind of Federal or State Active duty in accordance with N.J.S.A. 38A: 4-4.
6. For members of the Reserves components (U.S. Army, Air Force, Marine or Coast Guard Reserve), or other organization affiliated therewith, which includes National Guard members from states other than New Jersey, the Authority will pay the employee's full pay, in addition to his/her military pay for up to thirty (30) working days per calendar year when performing any kind of Federal Active Duty. (Federal Active Duty includes active duty pursuant to Title 10 of Title 32 of the United States Code.

#### EXTENDED ACTIVE DUTY

1. Extended Active duty is defined as a period of duty under a call or order to such duty for a period exceeding ninety (90) days or for an indefinite period.
2. The entry into Extended Active duty does not change the employee's status within the Authority. In the case of probationary employees, however, the balance of the probationary period must be completed upon return from military leave before the employee can attain regular status.
3. Employees on Extended Active duty without pay will receive payment in cash for any accumulated vacation time or compensatory time credited to them at the start of military leave.
4. Any employee on Extended Active duty who is a member of the Public Employees' Retirement System will receive, at no cost to him/her, the same retirement benefits he/she would have otherwise received, had he/she not been on military leave. The Authority will pay both the employee's and the employer's share of the Public Employee's Retirement System deductions based on the employee's rate and salary, etc.


IN WITNESS WHEREOF, WE HAVE APPENDED OUR SIGNATURES AND AFFIXED OUR SEALS THIS  
1 DAY OF July, 2008.

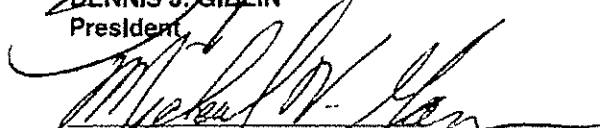
THE JERSEY CITY MUNICIPAL  
UTILITIES AUTHORITY

  
\_\_\_\_\_  
DANIEL F. BECHT, ESQ.  
Executive Director

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 68-68A-68B

  
\_\_\_\_\_  
THOMAS P. GIBLIN  
Business Manager

  
\_\_\_\_\_  
DENNIS J. GIBLIN  
President

  
\_\_\_\_\_  
MICHAEL V. GANN  
Recording Secretary

  
\_\_\_\_\_  
JAMES J. BEIRNE  
Business Representative

## **SCHEDULE "A"**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

This article shall apply to any difference of opinion, controversy or dispute between the parties hereto relating to any matter of wages, hours or working conditions, or any dispute between the parties involving the interpretation or application of the provisions of the Collective Bargaining Agreement.

A grievance to be considered in this procedure must be initiated by the employee within thirty (30) calendar days from the time the employee knew or should have known of its occurrence.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, B3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

It is understood that employees shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such Grievance has been fully determined.

#### **STEP ONE:**

The Grievance shall be made in writing by the employee and shall be discussed with the employee involved and the Union Representative with the immediate Supervisor designated by the Employer. The answer shall be in writing and made within five (5) working days by such immediate Supervisor to the UNION.

#### **STEP TWO:**

If the grievance is not settled through Step One, the same shall, within ten (10) working days, be reduced to writing by the UNION and submitted to the Department Head, or any person designated by him/her, and the answer to such grievance shall be made in writing, with a copy to the Union within ten (10) days of submission.

#### **STEP THREE:**

If the grievance is not settled at Step two, then the UNION shall have the right, within ten (10) working days of the receipt of the answer at Step Two, to submit such Grievance to the Executive Director. A written answer to such grievance shall be served upon the individual and the Union Representative seven (7) calendar days after submission.

If the grievance is not settled at Step Three, then the UNION shall have the right, within ten (10) working days, to submit such grievance to PERC (Public Employees' Relations Commission), pursuant to its rules. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the Arbitration, but the cost of the Arbitrator shall be borne by the Employer and the Union, equally.

The Union President or his authorized representative may report an impending grievance to the Executive Director in an effort to forestall its occurrence. Nothing herein shall prevent any employee from processing his own Grievance, provided the grievance committee may be present as observer at any hearing on the individual's grievance. If an employee is reinstated as a result of a grievance hearing, the member will be reimbursed for all lost wages.

## SCHEDULE "B"

### SAFETY

#### SAFETY EQUIPMENT

1. Safety work shoes are to be worn by all union employees in accordance with the specifications outlined in Section VI - Safety of this agreement.
2. Uniforms
  - a. Trousers; must be full length!
  - b. Long sleeve shirts or authority authorized tee shirts must be worn when on duty.
3. Breathing Precautions
  - a. Respirator masks shall be used as required.
  - b. Welding & Burning; shall require masks of appropriate usage when required.
  - c. Scott air packs are to be used when necessary or other Scott respiratory short time masks are required.
4. Eye Protection
  - a. Goggles of appropriate types are to be used for cleaning, handling and usage of tools and burning and welding.
5. Head Protection
  - a. Hard hats are to be worn by all Authority personnel when on duty.
6. Ear Protection
  - a. There are ear plugs for everyone's use and special head phone type ear protectors for personnel in noise areas as required.
7. Hand Protection
  - a. Forearm length rubber gloves are to be provided to personnel needing same.
  - b. Mechanics shall be provided with cotton gloves with leather palms.
  - c. Gloves are to be worn by personnel when in direct contact with sewage, sludge, screening or grit and/or when handling sharp rusted or other items where damage to hands may occur.
8. Uniforms, safety or work shoes and hard hats will be issued to each employee or must be supplied by the employee using allowance paid by the Authority to the employee. Each employee shall receive a One Hundred-Fifty Dollar (\$175.00) shoe allowance per year to be issued by April 1<sup>st</sup> of each year.
9. Respiratory equipment, eye protection, hearing protection and hand protection will be supplied to each employee at the employee's request however abuse or misuse of this equipment will not be tolerated. Proper and safe conduct, practices and procedures must be followed at all times. Special safety requirements are required for specific jobs such as the work in the interceptor, catch basin, sewer department or any time an employee is entering a confined space.

## PENALTIES

The penalties for failure to comply with safety rules shall be as follows:

### **FAILURE TO COMPLY WITH ANY MANDATORY SAFETY EQUIPMENT:**

- A. **FIRST OFFENSE:**  
Formal written notice. Employee will be sent home or back to the plant to return within one (1) hour with the proper equipment.
- B. **SECOND OFFENSE:**  
Written notice and One (1) Day Suspension
- C. **THIRD OFFENSE:**  
Written notice, Three (3) Day Suspension, a formal hearing and possible Termination of Employment

### **FAILURE TO COMPLY WITH CONFINED SPACE ENTRY OR LOCKOUT/TAGOUT PROGRAMS:**

- A. **FIRST OFFENSE:**  
Formal written notice. Employee will be sent home or back to the plant to return within one (1) hour with the proper equipment.
- B. **SECOND OFFENSE:**  
Written notice and One (1) Day Suspension
- C. **THIRD OFFENSE:**  
Written notice, Three (3) Day Suspension, a formal hearing and possible Termination of Employment

### **FAILURE TO COMPLY WITH RIGHT TO KNOW PROCEDURES:**

- A. **FIRST OFFENSE:**  
Formal written notice. Employee will be sent home or back to the plant to return within one (1) hour with the proper equipment.
- B. **SECOND OFFENSE:**  
Written notice and One (1) Day Suspension
- C. **THIRD OFFENSE:**  
Written notice, Three (3) Day Suspension, a formal hearing and possible Termination of Employment

**SCHEDULE "C"**

**EMPLOYEE TRAINING PROGRAM**

**HEAVY EQUIPMENT OPERATOR TRAINEE:**

The Authority will select one (1) qualified employee for the position of Heavy Equipment Operator Trainee. The trainee will work with the Heavy Equipment Operator and train in all phases of the job, including the operation and maintenance of all equipment.

**REQUIREMENTS:**

Valid N.J. Driver's License  
Commercial Driver's License (CDL)  
Written Commitment to Program  
High School Diploma or equivalent of the same

Upon being selected for this position, the employee must register and successfully complete the following courses, which are offered at the Hudson County Area Vocational-Technical School:

Auto Mechanics	Plumbing
Basic Masonry	Basic Welding

One course per semester is sufficient.

The employee will be paid at the trainee rate as soon as he is entered into the program.

Whenever the Heavy Equipment Operator is absent or on vacation, the trainee would assume his responsibilities and be compensated at the Higher Classification rate provided he is performing the actual duties.

If a permanent position becomes available, the trainee would have "priority" status in applying for the permanent position.

**FOREMAN TRAINEE:** The Authority will select two (2) employees for the position of Foreman Trainee. These trainees will be trained in all aspects of the foreman's job.

**REQUIREMENTS:**

Valid N.J. Driver's License  
Written Commitment to Program  
High School Diploma or equivalent of the same

Upon being selected for this position, the employee must register and successfully complete the following courses, which are offered at the Hudson County Area Vocational-Technical School:

Introduction to Water & Wastewater Treatment I  
Introduction to Water & Wastewater Treatment II

One course per semester is sufficient.

The employee will be paid at the trainee rate as soon as he is entered into the program.

Whenever the Plant Foreman is absent or on vacation, the trainee would resume his responsibilities and be compensated at the Higher Classification rate provided he is performing the actual duties.



If a permanent position becomes available, the trainee would have "priority" status in applying for the permanent position.

**ELECTRICIAN TRAINEE:**

The Authority will select one (1) trainee for the position of Electrician Trainee.

**REQUIREMENTS:** Valid N.J. Driver's License  
Written Commitment to Program  
High School Diploma or equivalent of the same

Upon being selected for this position, the employee must register and successfully complete the following courses, which are offered at the Hudson County Area Vocational-Technical School:

Electricity I, Electricity II, Electricity III  
Electricity IV, Electricity V

One course per semester is sufficient.

The employee will be paid at the trainee rate as soon as he is entered into the program.

Whenever the Electrician is absent or on vacation, the trainee would resume his responsibilities and be compensated at the Higher Classification rate provided he is performing the actual duties.

If a permanent position becomes available, the trainee would have "priority" status in applying for the permanent position.

**MECHANIC TRAINEE:**

The Authority will select one (1) trainee for the position of Mechanic Trainee. The trainee would be trained in all aspects of the mechanic position.

**REQUIREMENTS:** Valid N.J. Driver's License  
Written Commitment to Program  
High School Diploma or equivalent of the same

Upon being selected for this position, the employee must register and successfully complete the following courses, which are offered at the Hudson County Area Vocational-Technical

Auto Mechanics  
Plumbing  
Carpentry  
Basic Welding  
Stationary Fireman (Low Pressure Black Seal)

One course per semester is sufficient.

The employee will be paid at the trainee rate as soon as he is entered into the program.

Whenever the Mechanic is absent or on vacation, the trainee would resume his responsibilities and be compensated at the Higher Classification rate provided he is performing the actual duties.

If a permanent position becomes available, the trainee would have "priority" status in applying for the permanent position.

Training of employees is a regular function of Heavy Equipment Operator, Plant Foreman, Electrician and Mechanic. There will be no additional compensation for "Trainers".

Qualified employees selected to participate in the "Employee Training Program" shall have a \$1000.00 trainee stipend added to their base salary.

If a trainee fails to follow the program, he/she will be removed and returned to his/her former position and pay rate.

Probationary employees as well as permanent employees are eligible for this program with qualifications prevailing and if qualifications are equal, seniority prevailing.

If a permanent position becomes available before the training program is completed, the "trainee" would be evaluated from the step he is at in the program. This will be handled on a case by case basis.

After completing the training program, the employee would be classified as "Helper".

Should a trainee be chosen to fill the position for which they trained on a full-time basis, the \$1,000 stipend shall be removed from his/her base salary and his/her base salary will be increased to the applicable new grade and step in the Increment Scale for that calendar year.

## SCHEDULE "D"

### TUITION REIMBURSEMENT POLICY

The AUTHORITY will reimburse employees for continuing their formal education in areas which have a direct relationship to the administration, operation and/or maintenance of the AUTHORITY.

The following rules shall apply:

1. The employee is required to obtain written authorization from the Chief Engineer before attending the course. **No reimbursement shall be made to any employee for any unauthorized course.**
2. For tuition and fees less than \$500.00 per course or semester, the employee receiving the reimbursement must remain an employee of the AUTHORITY for one (1) year after receiving the reimbursement or he will be required to repay the AUTHORITY a pro-rata share of the reimbursement if he voluntarily leaves the employment of the AUTHORITY within that one (1) year period.
3. For tuition and fees in excess of \$500.00 per course or semester:
  - a. Reimbursements can be made on a monthly or quarterly basis when sufficient backup information is submitted by the employee in a timely manner to indicate that he is attending and completing the course.
  - b. The employee is required to continue his employment at the AUTHORITY for a period of one (1) year for every \$1,000.00 of tuition reimbursement or part thereof, up to a maximum of three (3) years.
  - c. Should the employee attend, but not successfully complete the course, fifty (50%) percent of the reimbursement money shall be repaid to the AUTHORITY by the employee.