

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 1/1/2014 thru 12/31/2016.

Employer: Borough of Buena Municipal Utilities Authority

County: Atlantic

Date: 8/18/2014

Name: Cheryl M. Santore
Print Name

Title: Secretary/Treasurer

Cheryl M. Santore
Signature

SUMMARY FORM

**COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & NON-FIRE**

Section I: Agreement Details

Public Employer: Borough of Buena Municipal Utilities Authority County: Atlantic
 Employee Organization: International Brotherhood of Teamsters, Local Union No.676 Employees in Unit: 5
 Base Year Contract Term: 1/1/2011 12/31/2013 New Contract Term 1/1/2014 12/31/2016
 Type of Settlement: Mediated Settlement Fact-Finder Recommendation Voluntary Settlement Super Conciliation

	Column A Base Year - Total Costs <i>(Last Year of Previous agreement)</i>	Column B New Base Year - Total Costs <i>(First Year of Successor agreement)</i>
Section II: Economic		
Item 1 <u>Salary</u>	\$292,344	\$298,168
Item 2 <u>Increment</u>	\$0	\$0
Item 3 <u>Longevity</u>	\$0	\$0
Item 4 <u>Medical Reimbursement</u>	\$600	\$600
Item 5 <u>Cell Phone Allowance</u>	\$100	\$200
Item 6 <u>Back Flow Cert. Stipend</u>	\$0	\$300
Item 7 _____		
Item 8 _____		
Item 9 _____		
Item 10 _____		
Item 11 _____		
Item 12 _____		
Any additional items list on separate sheet Additional Items		
Section III: Totals - Sum of costs in each column	\$293,044	\$299,268
	(Total)	(Total)

Section IV: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement) \$293,044

Effective Date (m/d/yyyy)	1/1/2014	1/1/2015	1/1/2016
Percent Increase	2%	2%	2%
Total cost of increase	\$6,224	\$4,828	\$6,032
Total base salary (successor agreement)	\$299,268	\$304,096	\$310,128

Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) 2.00
 Dollar Impact (average per year over term of agreement) \$5,694.67

Section VI

Health Insurance (indicate costs associated on each line)

	Base Year	Year 1
Cost of Health Plan	\$54,127	\$58,852
Employee Contributions	\$3,531	\$3,852
Prescription	\$15,380	\$16,012
Dental	\$0	\$0
Vision	\$0	\$0

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section VII

Prepared by: Cheryl M. Santore Title: Secretary/Treasurer

 Signature Date: 8/18/2014

AGREEMENT

Between

BOROUGH OF BUENA MUNICIPAL UTILITIES AUTHORITY
Atlantic County, New Jersey

And

TEAMSTERS LOCAL UNION NO. 676
Affiliated with the
International Brotherhood of Teamsters, AFL/CIO

Effective Dates:
January 1, 2014
Up to and Including
December 31, 2016

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION.....	PAGE 3
ARTICLE 2 – OPERATIONS COVERED	PAGE 3
ARTICLE 3 – EMPLOYERS RESPONSIBILITIES	PAGE 3
ARTICLE 4 – UNION SECURITY – DEDUCTINS FROM SALARY....	PAGE 4
ARTICLE 5 – WORK PERFORMED BY COVERED EMPLOYEES....	PAGE 5
ARTICLE 6 – BLACKLIST.....	PAGE 5
ARTICLE 7 – UNION REPRESENTATION.....	PAGE 5
ARTICLE 8 – GREIVANCE PROCEDURE.....	PAGE 6
ARTICLE 9 – SENIORITY.....	PAGE 7
ARTICLE 10 – PROMOTIONS.....	PAGE 9
ARTICLE 11 – ABSENCE.....	PAGE 9
ARTICLE 12 – SICK LEAVE.....	PAGE 9
ARTICLE 13 – DEATH IN THE FAMILY.....	PAGE 10
ARTICLE 14 – HEALTH INSURANCE.....	PAGE 10
ARTICLE 15 – VACATIONS.....	PAGE 11
ARTICLE 16 – PENSION.....	PAGE 12
ARTICLE 17 – HOLIDAYS.....	PAGE 12
ARTICLE 18 – MILITARY SERVICE.....	PAGE 13
ARTICLE 19 – JURY DUTY.....	PAGE 13
ARTICLE 20 – CONDITIONS OF WORK SAFETY.....	PAGE 14
ARTICLE 21 – DISCRIMINATION.....	PAGE 14
ARTICLE 22 – SAVINGS AND SEPARABILITY CLAUSE.....	PAGE 14
ARTICLE 23 – GENERAL.....	PAGE 15
ARTICLE 24 – EXTRA CONTRACT AGREEMENTS.....	PAGE 15
ARTICLE 25 – CLASSIFICATIONS AND DUTIES.....	PAGE 15
ARTICLE 26 – WAGES AND HOURS.....	PAGE 16
ARTICLE 27 – CLASSIFICATIONS AND RATES.....	PAGE 17
ARTICLE 28 – EDUCATIONAL CLAUSE.....	PAGE 18
ARTICLE 29 – AGENCY SHOP.....	PAGE 19
ARTICLE 30 – DRIVE AUTHORIZATION AND DEDUCTION.....	PAGE 19
ARTICLE 31 – CELL PHONE ALLOWANCE.....	PAGE 19
ARTICLE 32 – TERM OF AGREEMENT.....	PAGE 20

INTRODUCTION

THIS Agreement is made by and between the BOROUGH OF BUENA MUNICIPAL UTILITIES AUTHORITY, with offices located in the Borough of Buena, County of Atlantic and the State of New Jersey, (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive representative of the classes of employees hereinafter set forth, with respect to rate of pay, wages, hours of employment, and any and all conditions of employment designated by this Agreement.

ARTICLE 2 OPERATIONS COVERED

Section 1

The execution of this Agreement on the part of the Employer and the Union shall cover the operation of the sewer plant, the sewer system, and the water system, as may be agreed under this Agreement, and will have application to only the work performed within the classifications hereinafter defined and set forth in the Agreement.

Section 2

This Agreement shall cover and govern the following classifications:

- a. Licensed Plant Operators
- b. Utilities Authority Employees
- c. Senior Clerk/Bookkeeper (if Buena MUA Bookkeeper becomes a full time position)

Section 3

The classifications set forth in Section 2 shall be deemed to be the only classifications covered by the terms and conditions of this Agreement.

ARTICLE 3 EMPLOYERS RESPONSIBILITIES

Section 1

- a. The Employer retains the sole right to manage its operations including, but not limited to, the right to decide the location of its facilities, types of equipment, methods of operation, procedures to be used, and any design and engineering requirement of any aspect of its operations, including, but not limited to, necessary production standards.
- b. The Employer reserves the right to hire, transfer, assign, layoff, terminate, furlough, discharge and promote employees.

- c. The Employer reserves the right to determine starting and quitting times, the number of hours to be worked on a daily basis, scheduling of work week and the length of the work week of its employees in all classifications.
- d. The Employer reserves the right to maintain order and efficiency in its operations, including the right to discipline and discharge employees for cause, and in such instances agrees that it will not act wrongfully, unjustly, or in violation of the terms of this Agreement.
- e. The Employer shall conduct the operation of its sewer plant subject to the regulations and restrictions as may be provided by law or governed by the exercise of those rights provided in this Agreement.

Section 2

The Employer retains the exclusive right to make such reasonable rules and regulations not in conflict with this Agreement as it may deem necessary to maintain order, safety, and efficient operation of its sewer plant, sewer system and water system.

Section 3

In the exercise of the foregoing powers, rights, authorities, duties and responsibilities, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to the terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

ARTICLE 4 UNION SECURITY-DEDUCTIONS FROM SALARY

Section 1

Employees have the right to join, not join, maintain or cancel their membership in the Union at any time. Neither the Employer nor the Union shall exert any pressure upon, or discriminate against, any employee to join or not to join the Union.

Section 2

The Union is required to represent all employees in the bargaining unit fairly and equally.

Section 3

The Employer shall deduct regular monthly dues from the pay of any Union member covered by this Agreement, upon receipt of individual written authorization cards executed by an employee and being his/her signature. The

Employer shall remit to the Union all such deductions within five (5) days from the last pay period of the month from which the deduction was made.

Section 4

It is agreed that the Employer shall not be required to deduct from the salary of any employees who are not members of the Union any percentage of the regular membership dues, fees, and assessments as a representation fee.

ARTICLE 5 WORK PERFORMED BY COVERED EMPLOYEES

Section 1

The work performed in any classification covered under this Agreement shall be prescribed by the Employer. Work by supervisory plant personnel and independent contractors shall be permitted without interference from the Union. It is agreed, however, that the same shall not be utilized by the Employer as a subterfuge to deprive the employee of his/her regular employment.

Section 2

The Union reaffirms its adherence to the principle of a "fair days work for a fair days pay" and also reaffirms the cooperation of its members to the conduct of orderly, peaceful and efficient operations.

Section 3

The Union will not cause or permit its members to take part in any strike, slow down, sick out, boycott, secondary boycott or job related action affecting the Employer or its property or operations. Such actions will give the Employer the right to take whatever action is permitted by law to prohibit such action and seek redress for the same.

Section 4

The Employer agrees not to lock out any employee, except in response to those actions so prohibited.

ARTICLE 6 BLACKLIST

The Employer shall not establish or create a so-called "Blacklist", nor in any way become party to the establishing of such a "Blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the Employer or other employers.

ARTICLE 7 UNION REPRESENTATION

Section 1

The Employer recognizes the right of the Union to designate Shop Stewards and Alternates from the Employer's seniority list. The authority of the Shop Stewards

and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievance of a grievable issues as defined by the Agreement to the Employer or to the Employer's representative in accordance with the stated provisions of the Collective Bargaining Agreement.
- b. The transmission of the grievance shall be in writing. The Shop Stewards and Alternates shall have no authority to take strike action or any other action interrupting the Employer's business, except as may be authorized by Law. The Employer recognizes these limitations upon the authority of the Shop Stewards and their Alternates and shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow downs, or work stoppages in violation of this Agreement.
- c. Shop Stewards or Alternates shall not give orders to employees not countermand orders of management.

Section 2 Investigation of Grievances by Shop Stewards

Shop Stewards, when directed by the Union, shall be permitted to investigate, present and process grievances on the property of the Employer, without loss of time or pay. However, only those portions of such investigations that impact on normally scheduled work hours of that employee shall be paid.

Section 3

Employee(s) shall be provided a Shop Steward immediately upon request in any situation or investigation that could lead to possible disciplinary action.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employees. Such a dispute shall be defined as a grievance under this Agreement and must be filed in writing within five (5) working days of its alleged occurrence and be processing in accordance with the following steps, time limitations and conditions set forth. Time limits may be extended by mutual agreement.

Step One

A meeting between the aggrieved employee, with the Steward and the Authority representative scheduled by the Authority representative within ten (10) working days from the date the written grievance is filed. If no satisfactory agreement is reached after the expiration of the foregoing ten (10) working day period, then;

Step Two

A meeting between an Official of the Union with the Steward in conference with an Authority member(s) or their designated representative(s) at a mutually agreeable time to be fixed between the Authority member(s) or their representative(s) and an Official of the Union. Should no acceptable agreement be reached within an additional ten (10) working days, then the matter may be referred to Arbitration by the Authority or the Union only.

Section 2

Either the Union or the Authority may have witnesses whose testimony is relevant at Step Two meeting. Any witness attendance will be limited, however, to the time required to present his/her testimony.

Section 3 Arbitration

- a. If a grievance has not been resolved through the grievance procedure and the parties have not settled the dispute, either party may request binding arbitration. The request must be in writing within thirty (30) working days following completion of the final step of the grievance procedure.
- b. Within five (5) working days of the submission of the letter requesting Arbitration, the parties will send a joint letter to the Federal Mediation and Conciliation Service or the American Arbitration Association requesting a Panel of Arbitrators. After drawing lots to determine first choice, each party will alternately strike a name from the list until one (1) name remains. No Arbitrator shall have the authority to change, alter, modify, or add to any term of this Agreement. The decision of the Arbitrator shall be final and binding on both parties.
- c. All expenses of the Arbitrator shall be borne equally by the Employer and the Union. Any witnesses called by a specific party shall have his/her expenses paid by the party calling the witness.

ARTICLE 9 SENIORITY

Section 1 Qualification

After an employee has worked at least ninety (90) days, an employee shall gain seniority status and his/her seniority date on the seniority list shall revert to the first (1st) day of his/her ninety (90) day qualification period. The Employer shall not deprive a qualified employee of the right to gain seniority status by any subterfuge or by any refusal to hire such qualified employee when work is available. The Employer may terminate the employee for just cause during the qualification period with no penalty. Any employee who is absent because of illness or injury so verified by medical documentation, shall accumulate seniority for the purpose of determining this or her place on the seniority list.

Section 2

Should it become necessary in the opinion of management to layoff employees because of lack of work, the Employer shall resort to the seniority schedule as long as the employee is qualified to do the any work which is available. This means that the last employee hired shall be the first employee laid off. When the Employer recalls laid off employees, the Employer shall recall the employees in the reverse manner that they were laid off, which means the last employee laid off shall be the first employee to be recalled.

Section 3 Notification of Recall

The Employer, when recalling laid off employees, shall send a registered or certified letter to the employee's last known address, as indicated on the employee's records, and the employee shall have five (5) working days from issuance of recall letter to respond to such recall notice. If the employee fails to report during the notice period, he/she shall lose all seniority rights under the contract, and his/her contract of employment shall be terminated.

Section 4 Notice of Lay Off

The Employer agrees, where possible, to give five (5) working days notice, whenever making seasonal or permanent lay offs, to the Union. Notice must be given in writing. Where such required notice is not given, the Employer shall pay the employees one (1) weeks wages in lieu thereof.

Section 5 Loss of Seniority and Job

Seniority shall be broken and the employee's name removed from the seniority list for the following reasons:

- a. Discharge for just cause;
- b. Voluntary quit;
- c. Lay off for one (1) year or more;
- d. Failure to respond to a recall notice;
- e. Unauthorized leave of absence;
- f. Loss of seniority shall result in immediate automatic dismissal for cause, and;
- g. In the event an employee who driver's license is required in the performance of his/her duties, should suffer revocation of his/her driver's license due to his/her negligence, his/her job seniority shall be protected for a period not to exceed two (2) months in a one (1) year period.

ARTICLE 10 PROMOTIONS

Section 1

Promotions shall be based upon merit and ability.

Section 2

The Union shall be notified of any opening in an affected classification and each employee selected shall have a fifteen (15) day trial period during which management may, at its option, disqualify that employee without penalty and select a new candidate.

Section 3

A complaint that management has not exercised fairness in judging the qualifications of available candidates or in its conduct in selecting them may be processed through the grievance procedure.

ARTICLE 11 ABSENCE

Section 1 Personal Leave of Absence

Any employee desiring a leave of absence from his/her employment shall secure written permission in advance from the Employer. The maximum leave of absence shall be for fifteen (15) days without pay. Leave of absence may be extended for like periods but at the sole option of the Employer. Permission for extension must be secured from the Employer.

Section 2 Illness and Injury as it Affects Seniority

The inability to work because of proven illness or injury shall not result in the loss of seniority rights unless absence from because of proven illness or injury extends beyond one (1) year.

ARTICLE 12 SICK LEAVE

Section 1

All employees shall receive, after completion of their probationary period, for each year of this contract, fifteen (15) sick days. A total of forty-five (45) days are to be given. These days are cumulative.

Section 2

All employees must submit medical verification of illness for a period in excess of two (2) days.

Section 3

If employees cannot report to work, they are to call in and notify the Supervisor prior to their starting time. If an employee is sick more than two (2) consecutive days, said employee must bring in a doctor's certificate, if requested by the Employer. If the Employer feels that the employee is abusing his/her sick leave,

then the Employer may request a doctor's certificate of illness even if the time loss is for intermittent one (1) day periods.

Section 4

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose. Any employee who has worked for the Employer for not less than twenty-five (25) years and who retires in accordance with the Rules of the Public Employment Retirement System or any employee who has attained the age of sixty-two (62) years or older at the time of retirement and retires in accordance with the Rules of the Public Employment Retirement System shall be entitled to be paid upon retirement fifty percent (50%) of all accumulated sick days up to a maximum of twelve thousand dollars (\$12,000.00).

ARTICLE 13 DEATH IN THE FAMILY

In case of death in the employee's family, which consists of the members of the immediate family limited to the following;

- | | |
|------------|------------------|
| a. Spouse | f. Children |
| b. Mother | g. Mother-In-Law |
| c. Father | h. Father-In-Law |
| d. Sister | i. Grandparents |
| e. Brother | j. Grandchildren |

The Employer shall grant such employee affected a maximum of three (3) days off, with pay, at the regular straight time pay rate, for the purpose of attending services for the deceased, providing services are held during the employee's regularly scheduled work week. The employee must submit a death certificate as proof of such death to the Employer. All employees must be on the seniority list for a period of three (3) months before this Article becomes effective.

ARTICLE 14 HEALTH BENEFITS

Section 1

The Borough of Buena Municipal Utilities Authority (BBMUA) agrees to provide coverage of certain retirees with health insurance as provided by the NJ DIVISION OF PENSIONS AND BENEFITS as adopted by the BBMUA in Resolution Addendum- Chapter 48, P.L. 1999 (2 pages attached) with an effective date of January 1, 2005 as long as this resolution is in force. This coverage shall be fully paid by the BBMUA, of certain retirees provided any deductibles shall be the specific responsibility of the employee. Employees who become members of a state or locally administered retirement system on or after

May 21, 2010 will be required to pay 1.5% of their retirement allowance towards health benefits costs.

Section 2

The BBMUA agrees to provide employees with Health Benefits under the NJ PLUS Plan and any of the HMO Plans available under the NJ Health Benefit Program. As mandated by N.J. (Chapter 2, P.L. 2010) law, effective January 1, 2011, current BBMUA employees will contribute the minimum 1.5% of base salary towards their healthcare costs under a four (4) year phase in period beginning with this contract year of January 1, 2014. Any employee hired after May 21, 2010 will contribute the full rate as mandated by N.J. (Chapter 2, P.L. 2010).

Section 3

If an employee elects to participate in the Traditional Plan, the employee will pay the cost difference between the Tradition Plan and the plans listed in Section 2, above, to the BBMUA.

Section 4

The BBMUA agrees to reimburse each employee, in their pre-retirement years, up to six hundred dollars (\$600.00) annually, upon presentations of valid receipts for any medical bills not covered under the aforementioned health plans. All reimbursements for valid medical costs will be made in December of the year in which they occurred. This reimbursement is not applicable to employees in the post-retirement years. This reimbursement shall be negotiated at the end of this three (3) year contract term.

Section 5 Eligibility Requirements of Retirement Health Benefits

Eligible employees shall be a minimum of fifty-five (55) years of age with a minimum of twenty-five (25) years of credited service of which twenty (20) years of credit shall be with the Borough of Buena Municipal Utilities Authority (BBMUA).

ARTICLE 15 VACATIONS

Section 1

Employees who have been actively and continuously employed by the Employer for the period specified herein shall be eligible for the following vacation;

- a. Up to the end of the first (1st) calendar year, one (1) working day per month of service.
- b. From the beginning of the first (1st) full year of service up to five (5) years of service, twelve (12) working days per year.
- c. After five (5) years of service up to fifteen (15) years of service, fifteen (15) working days per year.
- d. Over fifteen (15) years of service, twenty (20) working days per year.

Employees shall be compensated for all unused vacation days at the end of each contract year, provided the failure to use said vacation days occurs as a result of Employer's requirements.

Section 2

The Employer shall have the right to schedule a vacation period for each qualified employee. Said vacation shall be designated by the Employer with due regard to the desires and preferences of the employees, also taking into consideration seniority of the employee. Vacations shall be scheduled on a year round basis. Any one (1) week of any vacation period during one (1) year may be taken one (1) day at a time at the discretion of the employee with the Plant Superintendent's approval. Where designated by the Employer, an employee at his/her request, may continue to work during his/her vacation period and be paid in lieu of vacation. In the event the available vacation is not used by the end of the benefit year, employee may carry unused time forward to the next benefit year. However, time can be carried over for only one (1) calendar year, for a maximum of two (2) years.

Section 3

Vacation pay shall be paid to the employee on the pay day immediately preceding the commencement of his/her vacation.

Section 4

An employee who is discharged for cause or who resigns without giving two (2) weeks written notice of his/her intent to resign shall not be eligible for proportionate vacation pay earned by him/her since January 1 of that credit year. Employees who are laid off for reasons other than discharge for cause, shall be eligible for proportionate vacation pay earned to date during that vacation year, on the basis of one-twelfth (1/12) of their normal vacation to which they would have been entitled the following January 1, for each calendar month worked.

ARTICLE 16 PENSION

To be covered as provided by law, under the New Jersey Public Employees Retirement System.

ARTICLE 17 HOLIDAYS

The parties recognize the following holidays and shall be paid as more fully set forth hereinafter:

- | | |
|----------------------------|---------------------------|
| New Year's Day | Columbus Day |
| Dr. Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| Fourth of July | Christmas Day |
| Labor Day | |

Employees to have an additional five (5) Personal days, Employer, however to receive five (5) day notice of taking such Personal Holiday.

Section 1

Any employee on the seniority list who does not work on one of the holidays specified above shall be paid at his/her ordinary rate of pay for such holiday if it falls within his/her normal work week. An additional eight (8) hours of pay at the ordinary rate of pay shall be added to such employee's wages who works on any of the specified holidays.

Section 2

Any employee who prior to the holiday has resigned, is on military leave, is on personal leave of absence, or has been properly dismissed for cause, shall not be paid for said holiday.

Section 3

Any employee who has not worked the day immediately prior to the holiday and the day immediately subsequent to the holiday, provided said days were regularly scheduled, shall not be paid for the holiday.

ARTICLE 18 MILITARY SERVICE

Section 1

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Redeployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all right and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

Section 2 Summer Encampment

In the event an employee covered by this Agreement is a reservist or a member of the National Guard in the Armed Forces of the United States and is required to participate in maneuvers or summer encampment for a temporary period of time, not to exceed a period of one (1) month, the Employer agrees to supplement his/her military pay with an amount sufficient to equal his/her regular forty (40) hour weekly earnings straight time for his/her classification. This section shall be limited to summer encampment and normal Reservist Guard functions. Any time spent in said functions which does not fall within the employee's regularly scheduled work period shall not be covered.

ARTICLE 19 JURY DUTY

An employee who has attained seniority and who is called to serve as a juror shall have any compensation received for Jury Duty supplemented to an amount equal to his/her regular forty (40) hour weekly earnings at the straight time rate for the period of actual jury time which said employee is called upon to serve.

ARTICLE 20 CONDITIONS OF WORK SAFETY

Section 1

The Employer shall do all things necessary to insure a safe working environment and shall not engage in any activity which would create dangerous conditions to person or property in violation of any applicable statute or court order or in violation of any Governmental regulation relating to the work place, safety of personnel or equipment. The term "dangerous condition of work" does not relate to the type of material which is hauled or handled.

Section 2

Any employee involved in an accident must immediately report said accident to the Employer, in accordance with the Worker's Compensation Law of the State of New Jersey.

Section 3

Any employee who sustains injuries during and in the course of his/her employment and which is compensable under the Worker's Compensation Act of the State of New Jersey, which injuries prevent said employee from performing his/her work shall sustain no loss of pay for the balance of the day on which said injury occurs.

- a. The ability to perform services shall be determined by a Doctor designated by the Employer.

ARTICLE 21 DISCRIMINATION

The Employer shall not engage in any discrimination against any employee because of race, color, creed, sex, age or nationality, nor shall the Employer discriminate against any employee because of Union involvement.

ARTICLE 22 SAVINGS AND SEPARABILITY CLAUSE

Section 1

The parties of this Agreement believe it complies with Chapter 303, Laws of 1968, State of New Jersey. Accordingly, it is agreed that nothing contained in this Agreement shall require the Employer or the Union to do anything which violates the law. The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under, or in contravention of any operable Federal or State law, or under which the Employer or the Union is required to do any act which is in contravention of any Federal or State law, shall be null and void, but in such event remaining clauses shall continue in full force and effect for the terms of this Agreement or any renewal thereof. The parties agree in good faith to attempt to replace any such null and void clause with a clause which conforms with the law. The parties further agree that if during the term of this Agreement or any renewal thereof any such null and

void clause shall become permissible by legislative enactment, a subsequent decision of the Court or otherwise, such null and void clause shall again become part of this Agreement. Any disagreement shall be submitted to the Grievance Procedure and processed thereby.

Section 2 Terms and Provisions Binding

The parties of this Agreement are bound by all the terms and provisions of the Agreement and interpretation and enforcement thereof, and do further agree to participate in negotiations or renewal of the contract.

ARTICLE 23 GENERAL

Section 1 Posting of Notices

The Employer agrees to the posting, within the premises of operation, notices of Union meetings, etc.

Section 2 Sanitary Conditions

The Employer shall provide suitable sanitary conditions for all employees, such as toilets, hot and cold running water and showers.

Section 3 Wage Executions

No employee shall be discharged or otherwise discipline or penalized as a result of any attachment, execution or assignment of his/her wages, whether voluntary or involuntary.

ARTICLE 24 EXTRA CONTRACT AGREEMENTS

The Employer or employees shall not enter into any Agreement of Contract with his/her employees or his/her Employer individually or collectively which in any conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE 25 CLASSIFICATIONS AND DUTIES

- A. Licensed Plant Operator:
Performs all the same tasks as a Utility Authority Employee but has attained certification(s) in Sewer and Water systems and is compensated for those certifications by contract.

- B. Utility Authority Employees:
Does all sewerage system work as well as water work, general maintenance of buildings and grounds and the reading of water meters.

- C. Senior Clerk/Bookkeeper:
Performs all office duties including, but not limited to, receiving payments, disbursements, all reports, daily, weekly, monthly, quarterly, or yearly, etc.

The Employer desires to utilize employees in their proper classification, except in those instances associated with normal supervisory operations, equipment familiarization, or training, or in those cases where there is a clear prospect of sever damage to the Employer's property or danger to the health and safety to the users of the system. In addition, the Employer will not contract out work that would result in the laying off of employees covered by this Agreement, but in no way shall be limited in its assignments of work which will result in a smooth and efficient operation of the plant and sewer system.

ARTICLE 26 WAGES AND HOURS

Section 1 General

The Union agrees that the Employer shall be entitled to a "day's work for a day's pay". The work week shall consist of five (5) days, each day consisting of eight (8) working hours. The designated work day for Plant employees shall commence at 7:00 a.m. and terminate at 4:00 p.m. with a lunch hour from 12:00 p.m. to 1:00 p.m. The designated work day for Office employees shall commence at 8:00 a.m. and terminate at 5:00 p.m. with a lunch hour from 12:00 p.m. to 1:00 p.m. and 1:00 pm to 2:00 p.m. and or commence at 3:00 p.m. and terminate at 12:00 a.m. with a lunch hour between 7:00 p.m. to 8:00 p.m. Payment of wages for the 3:00 p.m. to 12:00 a.m. shift shall be ten percent (10%) more than the regular payment schedule. In the event a third (3rd) shift should be designated by the Employer, payment of wages shall be at the rate of twenty percent (20%) more than the regular payment schedule. The 10:00 a.m. to 7:00 p.m. shift shall be paid ten percent (10%) more than the regular payment schedule, to include all hours worked.

Section 2

The designated work days for the Sewerage System employees shall be as designated by the Employer, said work days, however, to be five (5) continuous working days.

Section 3 Pay Day

All employees shall be paid in full every other week at the end of their shift of Thursday. Should the regular pay day occur on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday. Not more than one (1) weeks pay shall be held by the Employer.

Section 4 Overtime

When in the judgment of the Employer overtime is necessary, the regularly assigned employee of that operation shall perform the overtime upon being called. Overtime shall be paid at the rate on one and one-half (1½) times the employee's regular wage rate. When overtime is scheduled on Sunday, the employee shall be paid at double (2x) the regular wage rate for all hours worked. When overtime is scheduled on a designated holiday the employee shall be paid at double (2x) the regular wage rate for the hours worked.

Section 5 Recall Time

When in the judgment of the Employer, recall time is required of an employee, the minimum payment for said recall time is to be three (3) hours, payable at the applicable one and one half (1½) times the hourly rate on any day of the week except Sunday, which shall be paid at double (2x) or on a holiday which shall be paid at double (2x) time.

ARTICLE 27 CLASSIFICATIONS AND RATES

Section 1

The following rates shall apply to the following classifications:

CLASSIFICATIONS	Effective <u>01-01-13</u>	Effective <u>01-01-14</u>	Effective <u>01-01-15</u>	Effective <u>01-01-16</u>
	-	2%	2%	2%
Licensed Plant Operator	\$27.81	\$28.37	\$28.94	\$29.52
Utility Authority Emp.	\$27.81	\$28.37	\$28.94	\$29.52
Senior Clerk/Bookkeeper	\$19.19	\$19.57	\$19.96	\$20.35

Raises in this contract reflect, two percent (2%) in the first (1st) year; two percent (2%) in the second (2nd) year; and two percent (2%) in the third (3rd) year.

In addition, Licensed Plant Operators who get certification at Level L1 Certification will get a fifty cent (\$0.50) per hour raise. This will be twenty-five cents (\$0.25) for Sewer C-1 and S-1 and twenty-five cents (\$0.25) for Water T-1 and W-1 and will be paid separately if certifications are obtained so. Furthermore, Level L2 Certifications will be paid twenty-five cents (\$0.25) per hour for Sewer C-2 and S-2 and another twenty-five cents (\$0.25) for Water T-2 and W-2. Level 2 Certifications will get fifty cents (\$0.50) in total. Licensed Plant Operators will be capped at one dollar (\$1.00) per hour increase for L1 and L2 Certifications. Any changes to certifications or licenses required by the Buena MUA or State of NJ will be negotiated with the MUA and the Local Union.

In addition, the BBMUA will provide a three hundred dollar (\$ 300.00) stipend for the one (1) existing Back Flow Certification.

The BBMUA reserves the right to establish the total number of certifications which will be recognized with additional financial compensation. Furthermore, employees who desire to use their LPO Certifications with outside agencies must notify their Supervisor prior to entering into any agreement for employment based upon use of their LPO Certifications. The BBMUA will review any such request for potential conflicts of interest and for any conditions which may require a hold harmless clause in any employment with said agencies, which may have an impact upon the BBMUA.

The BBMUA will cooperate with any union employee who seeks additional certifications not currently needed for employment at the BBMUA. These additional certifications will be at the employee's expense and not the BBMUA's.

Section 2 New Hires

Any employee hired after January 1, 1996, shall start at fifty percent (50%) of the Utility Authority Employee rate and continue on the following schedule:

At beginning of the second (2nd) year - sixty percent (60%) of applicable rate.

At beginning of the third (3rd) year – seventy percent (70%) of applicable rate.

At beginning of the fourth (4th) year – eighty percent (80%) of applicable rate.

At beginning of the fifth (5th) year – ninety percent (90%) of applicable rate.

At beginning of the sixth (6th) year – one hundred percent (100%) of applicable rate.

ARTICLE 28 EDUCATIONAL CLAUSE

Section 1

The Authority is committed to the continuing education and professional development of its employees. The Union recognizes, accepts and agrees with the concept of continuing education and professional development of employees.

Section 2

An employee who obtains prior approval from the Employer to take courses and who completes the course shall be reimbursed for the tuition and for course materials. No employee shall be eligible for reimbursement unless the employee has first obtained the permission of the Employer to attend the class.

Section 3

An employee shall not be compensated for any time spent in taking courses or in study or preparation for course work. The Employer, however, shall compensate the employees for time spent taking examinations for licenses, if those examinations are offered only during the regular workday. If the employee prefers to take an examination during the workday, which is offered at night, or fails an examination taken during the workday, the employee shall not be compensated for that time except, however; an employee may use vacation or personal time in order to be compensated for such day.

Section 4

New hired employees will be required to participate in continuing education and development of skills needed to work at the Buena MUA. New hires will be required to work towards obtaining certifications in water and sewer as needed at the Buena MUA.

ARTICLE 29

AGENCY SHOP

Section 1

It is understood and agreed upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the New Jersey Employer-Employee Relations Act (P.L. 1941, c.100, c34:13A-1, et seq) shall take effect. Those employees of the Buena Municipal Utilities Authority that are in the Bargaining Unit of the effective dated of this Agreement who do not join the Union within thirty (30) days of the re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

Section 2

The representation fee shall be in an amount equal to eighty-five percent (85%) per the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect the changes in the employee's wages.

Section 3

The Union's entitlement to the representation fee shall continue upon the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

ARTICLE 30

DRIVE AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to Drive National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 31

CELL PHONE ALLOWANCE

The employer agrees to provide a cell phone allowance for BBMUA Teamster Local 676 employees at two hundred dollars (\$200.00) yearly under this contract period.

ARTICLE 32 TERM OF AGREEMENT

Section 1

This Agreement shall be in full force and effect from the 1st day of January, 2014 and shall remain in effect until and including December 31, 2016 and shall continue in force from year to year thereafter unless and until either of the parties hereto shall give to the other party sixty (60) days written notice prior to the end of the original term in or sixty (60) days written notice prior to end of any subsequent year of an intention to terminate at the end of the original term or of the then current year.

Section 2

In the event of an inadvertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty first (61st) day following such notice.

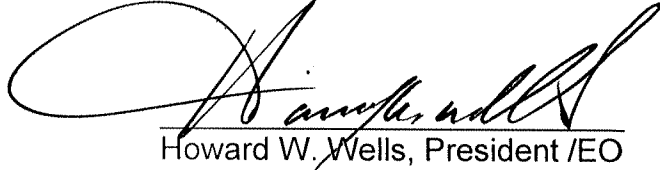
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this first (1st) day of January, 2014.

FOR THE COMPANY:
Borough of Buena Municipal
Utilities Authority (BBMUA)



John Brunini, Chairman

FOR THE UNION:
Teamster Local 676



Howard W. Wells, President /EO



Roy V. Kaiser, Sec-Treas/BA

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY · DIVISION OF PENSIONS AND BENEFITS

New Jersey State Health Benefits Program

PO BOX 299
TRENTON, NJ 08625-0299

RESOLUTION

A RESOLUTION to adopt the provisions of N.J.S.A. 52:14.17.38 under which a public employer may agree to pay for the State Health Benefits Program (SHBP) coverage of certain retirees.

BE IT RESOLVED:

The BOROUGH OF BUENA MUNICIPAL UTILITIES AUTHORITY
(CORPORATE NAME OF EMPLOYER - COUNTY - STATE HEALTH BENEFITS PROGRAM ID NUMBER)

hereby elects to adopt the provisions of NJSA 52:14-17.38 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of that law. This resolution affects employees as shown on the attached Chapter 48 Resolution Addendum. It is effective on the 1st day of January, 2005.
(MONTH) (YEAR)

We are aware that adoption of this resolution does not free us of the obligation to pay for post-retirement medical benefits of retirees or employees who qualified for those payments under any Chapter 88 or Chapter 48 Resolution adopted previously by this governing body.

We agree that this Resolution will remain in effect until properly amended or revoked with the State Health Benefits Program. We recognize that, while we remain in the State Health Benefits Program, we are responsible for providing the payment for post-retirement medical coverage as listed in the attached Chapter 48 Resolution Addendum for all employees who qualify for this coverage while this Resolution is in force.

We understand that we are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances, and resolutions that detail post-retirement medical payment obligations we undertake. We also recognize that we may be required to provide the Division with information needed to carry out the terms of this Resolution.

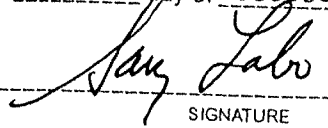
I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the

Borough of Buena
Municipal Utilities Authority
CORPORATE NAME OF EMPLOYER

P.O. Box 696
ADDRESS

on the day of October, 2004

Minotola, NJ 08341-0696


SIGNATURE

Secretary
OFFICIAL TITLE

856-697-1784
TELEPHONE NUMBER

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY · DIVISION OF PENSIONS AND BENEFITS

New Jersey State Health Benefits Program
PO BOX 299
TRENTON, NJ 08625-0299

RESOLUTION ADDENDUM INSTRUCTIONS

You must complete the Resolution Addendum (on the reverse side of this instruction sheet) with the Resolution for Chapter 48. The following information is requested on the Addendum:

1. Enter the corporate name of the employer, the county, and the employer State Health Benefit Program Identification number.
2. Enter the month and year the Resolution will become effective (must agree with the month and year shown on the Resolution).
3. Enter the following information in the corresponding columns:

Class of Employees (i.e., police officers, clerical workers, bargaining unit (i.e., PBA, CWA), Nonaligned, Individual(s), etc.

Explanation of N.J.S.A. 52:14-17.38 Provisions:

1 = Retired on a disability pension:

2 = Retired with 25 or more years of service and X years of service with the employer (employer establishes X):

3 = Retired upon or after the age of 65 with 25 years of service and X years of service with the employer (employer establishes X);

4 = Retired upon or after the age of 62 with 15 or more years of service with the employer.

Check "Yes" or "No" to indicate if the employees are: Premium Payment Retirees, Premium Payment Dependents, Medicare Reimbursement, and/or Premium Payment Surviving Spouses. If yes, indicate % the employer is paying (0% to 100%).

4. Enter the date on which the Resolution is being submitted and the name and phone number of the Certifying Officer.
5. You must also attach copies of all applicable contracts, ordinances, and resolutions requiring or authorizing postretirement medical payments.