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AGREEMENT

BETWEEN

SECAUCUS MUNICIPAL UTILITIES AUTHORITY

AND

LOCAL 911, INTERNATIONAL UNION OF  
PRODUCTION, CLERICAL & PUBLIC EMPLOYEES

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

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PREAMBLE

THIS AGREEMENT, is made and entered into as of this 1st day of January, 1994 between the SECAUCUS MUNICIPAL UTILITIES AUTHORITY, hereinafter referred to as the "Authority" or the "Employer", and LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL & PUBLIC EMPLOYEES, a labor organization with its principal place of business at 453 Gorge Road, Cliffside Park, New Jersey, hereinafter referred to as the "Union".

WITNESSETH:

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

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

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

ARTICLE I

RECOGNITION

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

Section 2. The bargaining unit shall consist of all blue collar employees of the Authority.

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

## ARTICLE II

### UNION SECURITY

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

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

Section 2. It is agreed that at the time of hire, newly hired employees who fall within the bargaining unit will be informed that they have a chance to join the Union thirty-one (31) days thereafter or pay to the Local Union a representation fee.

#### Section 3. Check-Off of Union Dues

a. The Employer, after receipt of written authorization from each employee, shall deduct the initiation fees and dues, pursuant to the provisions of N.J.S.A. 52:14-15.9E, from each Union member's paycheck due to him/her on the first payday of each month. Any member who does not receive a paycheck on the first payday of the month shall have these deductions made from the first pay he receives in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he leaves the employ of the Employer or is discharged. The Employer agrees to forward the full name and address of any employee for whom initiation fees are deducted. The Employer agrees to notify the Union weekly when members are discharged, granted leaves of absence, or leave the employ of the Employer for any reason whatsoever.

b. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the rate of regular monthly dues and the proper amount of initiation fees.

#### Section 4. Representation Fee

a. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

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

c. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount.

1. Once during each membership year covered in whole or in part by the Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

i. 10 days after receipt of the aforesaid list by the Employer; or

ii. 30 days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

6. On or about the last day of each month beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

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

Section 5. The Union, in exchange for the implementation of this Article, hereby agrees to hold the Authority harmless against any and all claims or suits or other liability occurring as the result of the implementation of this Article. In any such action, the Union agrees to reimburse the Authority for any and all costs, including legal fees, for the defense of said suit, but the Authority specifically reserves the right to name its own attorney with respect to its defense.

### ARTICLE III

#### GRIEVANCE PROCEDURE

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

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

#### Section 3. Procedure

a. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next Step. Failure at any Step of this procedure to appeal a grievance to the next Step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. If the grievance is unanswered by management within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next Step.

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Department Head. The Department Head shall, within 5 working days thereafter, give an oral or written decision on the grievance. If the grievance is unanswered by the Department Head within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next Step.

c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing, and the Shop Steward shall serve the same upon the Executive Director within 5 working days. Within 5 working days thereafter, the grievance shall be discussed between the Executive Director and a representative of the Union. A written decision shall be given to the Union within 5 working days thereafter. If the grievance is unanswered by the Executive Director within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next Step.

d. If the decision by the Executive Director is unsatisfactory, the Union shall, within 5 days of the date that decision was rendered, or should have been rendered, notify the Director that it wishes the matter to be placed before the Board of Commissioners. The Board of Commissioners shall consider the grievance at its next following meeting and issue a response in writing to the Union within 5 working days of such meeting.

e. In the event the grievance is not satisfactorily resolved by the above Steps, then both parties agree that within 10 calendar days, either party may request the Public Employment Relations Commission to appoint an arbitrator according to the rules and regulations of said Commission, who shall have the full power to hear and determine the dispute, and his decision shall be final and binding.

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

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

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

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

#### ARTICLE IV

##### EMPLOYEE TRAINING AND PERFORMANCE

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

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

Section 3. All new employees, as a condition of continued employment, shall be required to take and pass the Introductory Water and Wastewater Treatment course. The Authority will provide compensatory time off on an hour-for-hour basis if participation in the course is outside of normal work hours. Upon submission of proof of completion with a passing grade, the Authority will reimburse the employee for all costs of registration, tuition, and books and materials. Any employee who wishes to continue schooling for advanced courses in water and wastewater treatment may do so, with approval of the Executive Director, upon the same terms and conditions as set forth for the initial course. The above commitment for time and reimbursement for tuition shall apply only to the employee's initial effort to pass the Introductory course. Any employee who does not successfully complete the course the first time may, in the sole discretion of management, be permitted to retain employment while re-taking the course at his/her own cost and on his/her own time.

#### ARTICLE V

##### SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire in a department basis, with the employee with the longest length of continuous and uninterrupted department service to be placed at the top of said seniority list. The names of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the names of the employee with the shortest length of service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer. If any employee worked on the CETA Program for the Authority prior to the Union, their seniority must count for all benefits under the contract.



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

Section 3. Probationary Period

a. The first 30 days of employment for all new employees shall be considered a probationary period. If the Employer requests an additional 30 days, such additional period of probation shall be granted by the Union.

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

Section 4. Promotions and Vacancies

a. The Authority specifically reserves the right to determine the number of classification of all positions and the qualifications for employment in said positions.

b. In the event that the Authority determines that a vacancy exists, or creates a new position within the unit, it shall post a notice of such new job or vacancy on the bulletin board for a period of 5 working days. Such notice shall contain a description of the job, the pay range, qualifications, when the job will be available, and to whom applications are to be submitted.

c. Promotional Opportunities All interested employees may submit applications for such openings. The Authority shall determine which, if any, of the applicants are qualified for the openings, in its sole discretion. If, in the discretion of the Authority, there are 2 or more equally qualified applicants, then the most senior employee shall be given an opportunity to perform the job.

d. Lateral Transfers Employees may request a lateral transfers to a vacant position. Such transfers shall be granted in the sole discretion of the Authority. If 2 or more employees seek transfers to the same position, and both are equally qualified, in the sole discretion of the Authority, then the most senior shall be transferred first. Qualifications are determined as in paragraph c above.

e. Nothing contained herein shall limit appointment to current bargaining unit members.

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

Section 5. Reduction in Force

a. The Employer agrees that it will not engage any new employee in a department unless all of the regular, full-time employees in that department are working the scheduled hours noted in this Agreement.

b. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer. The employee with the least seniority shall be laid off first, and in re-hiring, the reverse principle shall apply; namely, the last employee laid off shall be the first to be re-hired.

c. In the event of a reduction in the number of persons in a job classification, or of the abolition of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, and secondly, into a classification carrying a lesser rate of pay, only if said employee is qualified to perform the duties, in the sole discretion of management, and is of greater seniority than the employee who would be bumped.

d. Notice of any impending layoffs shall be placed upon the bulletin board 30 days prior to the layoff.

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

1. Resignation or termination of employment for cause.

2. Absence without notice or leave for 5 consecutive days shall constitute a resignation.

3. Layoff of more than 12 consecutive months.

f. Employees shall have 48 hours from receipt of a recall notice to report to work. If an employee does not report within the 48 hour period, all rights to recall are waived.

ARTICLE VI

HOURS OF WORK AND OVERTIME

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

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

0 to 15 minutes	no compensation
15 to 30 minutes	1/2 hour compensation
over 30 minutes	a full hour's pay

Section 3. Any employee scheduled to work on a sixth or seventh day shall receive overtime compensation at the rate of time and one-half, or double time, respectively, provided the 40-hour minimum has been achieved.

Section 4. In the event an employee is recalled after the completion of his shift at a time not contiguous with his shift, that employee shall be guaranteed a minimum of 2 hours pay at the premium rate of time and one-half. The Employer shall have the right to require the employee to work the 2 hours minimum.

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

Section 6. All employees shall register their arrival and departure from work on the time clock. Lunch periods are to be similarly clocked out and back. Late check-in shall result in docking to the nearest quarter hour.

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

Section 8. Change in Shift

a. The Employer shall have the right to alter shift assignments or schedules or hours, provided the employees shall be given 16 hours notice of such change.

b. If the Employer determines to change an employee's shift or schedule assignment on a temporary or permanent basis, and the employee is given less than 16 hours notice of such shift change, then in that event, the employee shall receive one and one-half times his normal rate of pay for the first shift so worked.

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

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

Section 10. When an employee is called in on emergency, or for snow removal, and if the employee works 10 or more consecutive hours, said employee shall be granted a half-hour meal period at no loss of pay for such period, and shall be granted an additional one-half hour for each 5 hours over the above mentioned 10 hours. At each such meal period, the employee shall be reimbursed for his meal at the rate of \$7.00.

## ARTICLE VII

### HOLIDAYS

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

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

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

Section 2. Employees who work on any of the above holidays shall be paid for such work at the rate of two and one-half times the employee's regular rate, which shall include the holiday pay. To be eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work day after the holiday, unless the day is an excused day with pay, or there are extenuating circumstances to be stated in writing.

Section 3. If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday, at the discretion of the Employer.

ARTICLE VIII

VACATIONS

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

After completion of 1 year of service	1 week ( 5 working days)
After completion of 2 years of service	2 weeks (10 working days)
After completion of 5 years of service	1 additional day
After completion of 6 years of service	2 additional days
After completion of 7 years of service	3 additional days
After completion of 8 years of service	4 additional days
After completion of 9 years of service	3 weeks (15 working days)
After completion of 20 years of service	4 weeks (20 working days)

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

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

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

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

## ARTICLE IX

### LEAVES

#### Section 1. Leave of Absence Without Pay

a. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding 30 days without loss of seniority rights. Extensions for such leave may be granted for an additional 30 days. Such a leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

b. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

c. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons, when the leave is desired, and the expected return to duty date.

1. Any employee leaving a position prior to receiving such written authorization by the respective Department Head involved shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer.

d. While on unpaid leave status, no seniority shall accrue, nor shall any employee be entitled to benefits under this Agreement. An employee may, however, make appropriate arrangements to repay health insurance premiums for the time of such leave.

e. All such leaves are at the specific discretion of the Board of Commissioners.

#### Section 2. Paid Sick Leave

##### a. Service Credit for Sick Leave

1. All permanent and part-time employees shall be entitled to sick leave with pay based upon their aggregate years of service.

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

b. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment, and 15 working days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. In the event an employee suffering a bona fide long-term illness exhausts all accumulated sick leave, the Board of Commissioners, upon application by the employee, may grant additional sick leave at their discretion.

c. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his Supervisor shall be notified prior to the employee's starting time.

2. Failure to so notify his Supervisor may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.

3. Absence without notice for 5 consecutive days shall constitute a resignation.

4. When an employee is returning from sick leave, said employee shall, whenever practicable, call to inform the Supervisor of his intended return at least 4 hours in advance of the scheduled start of his shift.

d. Verification of Sick Leave

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

2. In case of leave of absence due to exposure to a contagious disease, a certification form from the Department of Health shall be required.

3. The Authority may require an employee who has been out because of personal illness, as a condition of his return to duty, to be examined at the expense of the Authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

4. Any employee who retires in accordance with the requirements of the pension system for a regular retirement shall be entitled as a terminal leave benefit to be remunerated based upon 50% of his unused accumulated sick leave at the daily rate in effect at the time of retirement.

5. In the event of an on-the-job injury, such injury shall be reported immediately, and the employee shall be entitled to collect worker's compensation in accordance with the law.

### Section 3. Bereavement Leave Pay

a. Employees shall be granted 3 days off with pay at the employee's straight time rate in the event of the death of an employee's spouse or child or any other member of the immediate family, defined as parent, parent-in-law, sister, brother, grandparent, grandchildren, child or stepchildren, or any other member of the employee's household who resides with that employee. The Employer reserves the right to verify the legal relationship of a family member of the employee.

b. Employees shall be granted 1 day off, the day of the funeral, without loss of pay, for the funeral of an aunt, uncle, niece or nephew.

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

Section 5. Personal Day - Each employee shall be entitled to use two (2) personal days with no loss of pay through 1995, and commencing January 1, 1996, there shall be three (3) personal days. The personal days provided for herein shall not be accumulative. The employee shall provide at least 7 days' notice of intended use of the personal day, except in the event of an emergency. Personal days may not be used contiguous to any holiday.

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

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



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

#### ARTICLE X

#### VETERAN'S RIGHTS AND BENEFITS

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

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

Section 3.        The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called, without impairment of said employee's seniority rights, and shall pay the difference between such service pay and 8 hours straight time for scheduled working time lost.

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

#### ARTICLE XI

#### WELFARE AND PENSION BENEFITS

Section 1a.        The following coverage for each employee hired prior to July 1, 1994 and his/her dependents will be provided and paid for by the Authority in accordance with the limits of the policies now in effect:

- a.    UCR Blue Cross/Blue Shield and Rider J insurance.
- b.    Major Medical insurance.
- c.    Dental insurance.
- d.    Temporary Disability insurance.

Should the provision of any feature of this insurance program be declared illegal, such insurance program shall be dropped from the contract.

Section 1b. For employees hired after July 1, 1994, the Authority will pay for employee coverage only. If the employee wishes coverage for children or spouse, the employee will pay 35% of the difference in the premium between the coverage requested and the single employee rate.

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

Section 3. All members of the bargaining unit shall receive an annual payment of \$100.00 for the purchase of an optical benefit in December of each year.

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

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

## ARTICLE XII

### DISCHARGE

Section 1. An employee shall not be discharged, except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

## ARTICLE XIII

### UNIFORMS

Section 1. All new employees shall be provided with a complete set of uniforms at the expense of the Authority. In exchange therefore, the employee shall not be entitled to receive the uniform allowance set forth in paragraph Section 2 for a period of one year, but shall receive the next scheduled distribution of allowances after the 12-month period.

Section 2. The Authority shall reimburse all employees for the purchase of work uniforms to a maximum of \$225.00. Uniforms shall be purchased from a designated vendor, and vouchers shall be submitted annually to qualify for reimbursement.

Section 3. The Authority shall provide a clothing maintenance allowance in December of each year in the amount of \$275.00. An employee must have worked the entire year to qualify for this benefit.

Section 4. Each employee will be reimbursed to a maximum of \$75.00 toward the purchase of one pair of safety shoes per year.

Section 5. The Authority shall provide each employee with rain gear.

Section 6. Any employee not properly uniformed shall be sent home and docked for the day.

Section 7. Continued violation of safety or uniform requirements may subject employees to disciplinary action.

Section 8. The Executive Director shall establish a dress code for each department, and any employee without his/her proper uniform or safety equipment shall not be permitted to work, and shall be docked for time lost as a consequence of such failure to appear in proper attire and with the appropriate safety equipment as determined by the Executive Director.

#### ARTICLE XIV

##### GENERAL

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

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

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

Section 4. Employees regularly scheduled to work 20 or more hours per week shall receive all benefits on a pro-rated basis.

Section 5. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

Section 6. There shall be no strikes or lockouts during the term of this Agreement.

Section 7. All appointees shall hold a high school diploma or equivalency, a valid New Jersey driver's license and C.D.L. as a minimum requirement for the job title within this bargaining unit.

ARTICLE XV

WAGES

Section 1. Salaries will be increased by 5% per annum for each year of this contract.

Section 2a. The salaries for all employees hired prior to January 1, 1994 shall be as set forth in the following salary guide:

<u>years of service</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
0-1	25,902	27,247	28,660
2-5	26,902	28,247	29,660
6-10	27,709	29,094	30,550
11-15	28,247	29,659	31,143
16-20	28,785	30,224	31,736
21-25	29,592	31,072	32,626
25 +	29,861	31,354	32,923

Section 2b. The salary for Mr. Wrede is set forth in the following guide:

<u>years of service</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
2-5	35,615	37,396	39,265
6-10	36,683	38,518	40,444
11-15	37,396	39,266	41,229
16-20	38,108	40,013	42,014
21-25	39,177	41,135	43,192
25 +	39,533	41,509	43,585

Section 2c. The credit for years of service will be granted for an entire year if the date of hire is between January 1 and June 30. Anyone hired after June 30 will not receive credit for that year until the following January 1.

Section 2d. For employees hired on or after January 1, 1994, the salary guide shall be \$26,902 for 1994, \$28,247 for 1995, and \$29,660 for 1996 with newly hired personnel at \$1,000 below rate for their first year of employment.

Section 3. Licensure. Any employee who achieves a Wastewater Treatment license will be compensated with a \$1000.00 per annum stipend for each license acquired

## ARTICLE XVI

### MANAGEMENT RIGHTS

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

a. To the executive management, an administrative control of all Town functions, properties and facilities and the activities of all Town employees;

b. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of the continued employment or their dismissal or demotion and to promote and transfer employees as necessary;

c. To maintain the efficiency of Authority operations;

d. To take all necessary action to carry out its mission in emergencies;

e. To exercise complete control and discretion over its organization and the technology of performing work;

f. To schedule employee hours;

g. To take disciplinary action.

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

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

ARTICLE XVII

FULL-BARGAINED PROVISIONS

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII

EDUCATIONAL PROGRAMS

Section 1. The Employer agrees to contribute \$.01 per hour to Local 911, or their designee, for all hours an employee receives pay in accordance with the memorandum executed by the parties. Such Fund is to be administered in accordance with the Local 911 Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees.

ARTICLE XIX

DURATION

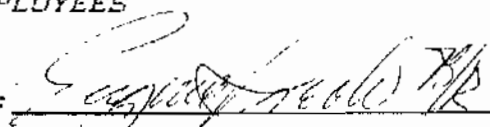
Section 1. This Agreement shall become effective January 1, 1994 as to wage rates, and for all other purposes upon the date of execution of this Agreement, and shall continue in full force and effect until December 31, 1996.

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

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

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

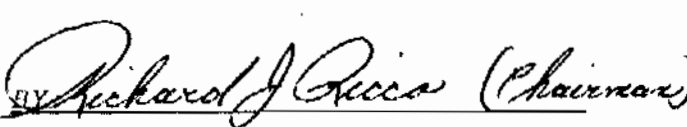
LOCAL 911, INTERNATIONAL UNION OF  
PRODUCTION, CLERICAL AND PUBLIC  
EMPLOYEES

BY: 

Robert Wheeler 2/21/95

James Burke 2/24/95

SECAUCUS MUNICIPAL  
UTILITIES AUTHORITY

BY:  (Chairman)

 AED