

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

MEETING MINUTES

SEPTEMBER 2, 2021

Due to the current COVID-19 State of Emergency and in compliance with N.J.S.A. 10:4-8, et seq., the Authority conducted its regularly scheduled Board Meeting on September 2, 2021 with some of the Members and staff participating by way of teleconference.

The Chairman called the meeting to order at 7:00 PM and began the meeting with the Statement of Public Notice (Sunshine Law), attached and caused same to be entered into the minutes of the meeting.

ROLL CALL

PRESENT: Chairman Huber; Members Chumer, Kissil, Marucci, Rotando, Schimpf and Webster\* [All participated by telephone conference as permitted by the By Laws.]

ABSENT: Member Baldassari

\*Member Webster entered the meeting at 7:09 PM.

All Members in the meeting acknowledged that they could hear the Chairman and other participants.

Also present were the following: Laura Cummings, Executive Director; Charles Maggio, Chief Financial Officer; and Alexis Bozza, Executive Administrative Assistant. The following participated by telephone conference: Sidney D. Weiss, Esq., General Counsel to the Authority.

PUBLIC DISCUSSION

Chairman Huber stated the next portion of the meeting was set aside for public discussion and asked if any members of the public were present and would like to address the Board, to please state their full name for the record. No one responded. He then closed the public portion of the meeting.

MOTION APPROVING MINUTES OF AUGUST 19, 2021

Copies of the minutes of the meeting held on August 19, 2021, were distributed to the Members prior to the meeting for review and comment. Member Rotando moved that the minutes be adopted as presented. Member Kissil seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Huber; Members Chumer, Kissil, Marucci, Rotando and Schimpf

NOES: None

RESOLUTION APPROVING CLOSED SESSION MINUTES OF AUGUST 19, 2021

Copies of the minutes of the closed session meeting held on August 19, 2021, were distributed to the Members prior to the meeting for review and comment. Member Rotando moved to approve the list of bills and offered the following resolution:

RESOLUTION NO. 98-21

RESOLUTION APPROVING CLOSED SESSION MINUTES OF AUGUST 19, 2021

"COPY ANNEXED"

Member Kissil seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Huber; Members Chumer, Kissil, Marucci, Rotando and Schimpf

NOES: None

RESOLUTION – APPROVAL OF SECOND AUGUST 2021 LIST OF BILLS

Copies of the second bill list for August 2021 were distributed to the Members prior to the meeting for comment and approval. Member Rotando moved to approve the list of bills and offered the following resolution:

RESOLUTION NO. 100-21

RESOLUTION AUTHORIZING PAYMENT OF SECOND LIST OF BILLS FOR AUGUST 2021

"COPY ANNEXED"

Member Marucci seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Huber; Members Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

OTHER BUSINESS

- A. Resolution to Approve and Ratify Contract between the New Jersey Water Utilities United Local 1 and The Southeast Morris County Municipal Utilities Authority

The Members reviewed the signed Memorandum of Agreement (MOA) and attached schedules between the Authority and New Jersey Water Utilities United Local 1.

Mr. Weiss explained the resolution which does two things. First, the resolution would ratify the MOA, which has been ratified by the Union, and requires ratification of the Authority. The MOA is attached to the resolution as Exhibit A. Also, attached to the resolution as Exhibit B, is the actual collective negotiations agreement which is still in draft form which tracks the MOA. However, there may be some minor revisions and/or clarifications following review by the Union. This resolution provides that, while the Authority is approving the draft attached, any revisions will be subject to approval by the Chairman, Executive Director and General Counsel. Execution of the Chairman, or Vice Chairman, would be conclusive evidence of that approval.

Ms. Cummings added a comment to thank everyone for working hard to get this agreement. Chairman Huber mirrored the comments of Ms. Cummings and added that he is happy to see a successful agreement between both parties.

Member Rotando offered the following resolution:

RESOLUTION NO. 99-21

RESOLUTION TO APPROVE AND RATIFY CONTRACT BETWEEN THE NEW JERSEY WATER UTILITIES UNITED LOCAL 1 AND THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

"COPY ANNEXED"

Member Kissil seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Huber; Members Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

ADJOURNMENT

There being no further business, Member Rotando moved that the meeting be adjourned and Member Webster seconded the motion. The meeting adjourned at 7:13 PM.

THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY  
**Alexis Bozza** Digitally signed by Alexis Bozza  
Date: 2021.09.24 13:34:33  
-04'00'

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ALEXIS BOZZA  
Assistant Secretary

## SUNSHINE LAW STATEMENT

Adequate notice of this meeting has been provided in accordance with the provisions of the "Open Public Meetings Act", in the following manner:

1. By posting a copy of the Annual Notice of the Authority's regular meetings (upon which this meeting is listed) on the Bulletin Board at the Authority's offices at 19 Saddle Road, Cedar Knolls, New Jersey, and by delivering copies of such notice for posting at similar public places in the municipal buildings of the Town of Morristown, the Townships of Hanover and Morris and the Borough of Morris Plains on February 3, 2021.

2. By delivering to, for filing, copies of the Annual Notice with the clerks of the Townships of Chatham, Harding, Mendham, Randolph and Parsippany-Troy Hills, the Boroughs of Florham Park, Madison and Wharton, and the County of Morris on February 3, 2021.

3. By delivering to, for filing, copies of the Annual Notice with the Daily Record, the Newark Star Ledger, and the Morris News Bee on February 3, 2021.



- 19 Saddle Road  
Cedar Knolls, NJ 07927
- (973) 326-6880
- (973) 326-6864
- customerservice@smcmua.org
- smcmua.org

Resolution No. 98-21

RESOLUTION APPROVING CLOSED SESSION MINUTES


RESOLVED that the attached minutes of the Closed Session Meeting held on August 19, 2021, be and the same are hereby approved but withheld from public inspection and insertion in the regular Minute Book pending release for public disclosure pursuant to the provisions of the Open Public Meetings Act; and

BE IT FURTHER RESOLVED that the minutes be inserted in the Closed Session Minute Book of the Authority pending such disclosure.

ATTEST:

THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY

  
ALEXIS BOZZA, Assistant Secretary

  
MAX HUBER, Chairman

Dated: September 2, 2021

Board Members

Morristown:  
Max Huber  
Donald Kissil

Morris Township:  
Dennis Baldassari  
Michael Chumer, Ph.D.

Morris Plains:  
Ralph R. Rotando  
Patricia Webster

Hanover Township:  
Nicola Marucci, P.E.  
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on September 2, 2021, at a meeting duly convened of said Authority.

  
ALEXIS BOZZA, Assistant Secretary

Dated: September 2, 2021



19 Saddle Road  
Cedar Knolls, NJ 07927  
(973) 326-6880  
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Resolution No. 99-21

TO APPROVE AND RATIFY CONTRACT BETWEEN  
NEW JERSEY WATER UTILITIES UNITED LOCAL 1 AND  
THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

WHEREAS, the Authority and New Jersey Water Utilities United Local 1 (the "Union") have engaged in collective negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment for employees of the Authority; and

WHEREAS, the Authority and the Union have agreed upon the terms of a collective negotiations Agreement as more particularly set forth in a Memorandum of Agreement, a copy of which is annexed hereto as Exhibit A and made part hereof (the "MOA"); and

WHEREAS, the MOA is subject to ratification by the Authority and the membership of the Union; and

WHEREAS, the membership of the Union have ratified the MOA; and

WHEREAS, the Authority believes the MOA is in the best interest of the Authority and its employees; and

WHEREAS, the MOA, upon ratification, will and is intended to be incorporated in a formal Collective Negotiations Agreement between the Authority and the Union, a draft of which is annexed hereto as Exhibit B and made part hereof;

NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority as follows:

1. The Memorandum of Agreement between the Authority and New Jersey Water Utilities United Local 1 annexed hereto as Exhibit A be and the same is hereby ratified and approved.

Board Members

Morristown:  
Max Huber  
Donald Kissil

Morris Township:  
Dennis Baldassari  
Michael Chumer, Ph.D.

Morris Plains:  
Ralph R. Rotando  
Patricia Webster

Hanover Township:  
Nicola Marucci, P.E.  
Adolf Schimpf, Ph.D.



2. The draft of the proposed Collective Negotiations Agreement annexed hereto as Exhibit B is hereby approved substantially in the form annexed hereto together with such changes or revisions as shall be approved by the Chairman, the Executive Director and the General Counsel; the execution of such agreement by the Chairman or Vice Chairman to be conclusive evidence of such approval.
3. The Chairman or Vice Chairman and Secretary or Assistant Secretary be and are hereby authorized and directed to execute the formal Collective Negotiations Agreement, approved as herein provided, on behalf of the Authority as the act of the Authority without further approval of the Members.
4. The Executive Director, staff, and consultants of the Authority be and they are hereby authorized and directed to implement the terms of the agreement hereby approved.

ATTEST:

  
ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY

  
MAX HUBER, Chairman

Dated: September 2, 2021

AGREEMENT

between

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

and

NEW JERSEY WATER UTILITIES UNITED LOCAL 1

EFFECTIVE

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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This Agreement made and entered dated as of \_\_\_\_\_, 2021 and effective as hereinafter provided by and between THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY, a municipal utilities authority of the State of New Jersey, hereinafter referred to as the "Authority", and the NEW JERSEY WATER UTILITIES UNITED LOCAL 1, hereinafter referred to as the "Union";

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

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

#### ARTICLE I

##### RECOGNITION AND SCOPE OF AGREEMENT

Section 1. Representation and Recognition. The Union having been certified as a result of an election conducted by the State of New Jersey Public Employment Relations Commission as the representative for the purposes of collective negotiations is hereby recognized by the Authority as the exclusive representative of all employees in the negotiating unit. The negotiating unit shall consist of all full and part-time white and blue collar employees of the Authority except all managerial executives, supervisors, confidential employees and police within the meaning of the Public Employment Relations Act.

Section 2. As used in Agreement the following terms have the following meanings:

"Full-time Employee" – a regular, full-time active employee of the Authority who is a member of the group represented by the Union.

"Part-time Employee" – a regular, active employee of the Authority who is a member of the group represented by the Union and who is scheduled to work less than thirty (30) hours per week.

"Employee" – unless limited specifically or by context, either a full-time or part-time member.

#### ARTICLE II

##### DUES CHECK OFF AND AGENCY SHOP FEES

Section 1. The Authority agrees, for each of its employees covered by this Agreement, who in writing authorizes the Authority to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee membership in the Union. Deductions shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of

the probationary period. Deductions for part-time employees shall be on a pro-rata basis.

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

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

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

Section 6. No Discrimination or Coercion. Neither the Authority, nor the Union, shall unlawfully discriminate against, or in favor of, any employee because of such employee's race, color, religion, sex, national origin, sexual orientation or age. The Authority will not discriminate against employees who are not members of the Union.

### ARTICLE III

#### MANAGEMENT RIGHTS

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

### ARTICLE IV

#### HOURS OF WORK

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

Section 2. Workday. The basic workday for all field employees will consist of eight hours exclusive of a meal period which will not be considered paid time. The basic workday for office employees will consist of seven and one-half hours, exclusive of a meal period which will not be considered paid time. The meal break shall generally commence after four hours of work. All employees at the Authority's headquarters facility must record the lunch period by use of the time clock. Office employees' meal period will be one hour. The normal workday for office employees will begin at 8:00AM and the normal workday for field employees will begin at 7:30AM, unless a different start time is mutually agreed to by the Authority and the Union.

When deployed in field operations without a supervisor present, and when assigned to the day shift, employees will be presumed to be on lunch break from 11:30AM to 12:00PM. In certain field situations, and only with the approval of a supervisor, the lunch period can be extended to begin up to five hours after the commencement of work. Field employees required to work beyond five hours before an authorized meal break shall be entitled to one half (1/2) hour of straight time pay. Field employees authorized by a supervisor to work through a lunch period with no bona fide lunch period for the day, shall be entitled to one half (1/2) hour of overtime pay.

The Union and the Authority recognize that staffing requirements for office employees must reflect the needs of customers. Therefore office employees' meal break must be scheduled so that half the employees will be scheduled for the first lunch period and the other half for the second lunch period. Any office employee required to postpone a meal break beyond five hours shall be eligible to receive one (1) hour pay at straight time.

### Section 3. Overtime.

Primary Function. Both parties to this Agreement recognize that their primary function of the Authority is the rendering of essential services for the protection of public health and public safety to the customers of the Authority. In rendering such service, it is often necessary to cope with unexpected and unpredictable emergency situations which require the return to work of some employees outside of the basic workday. The parties recognize that performance of overtime is included in each of the employee's job descriptions.

The Authority may utilize alternate means, including but not limited to the use of outside contractors, to supplement or perform the assignment. Within 90 days of ratification of this agreement, the Authority and Local 1 will meet to discuss the Authority's performance of repairs on State and County roads.

1. Unplanned or Emergency Overtime Assignments. Emergency or unplanned overtime will be assigned based on a rotating seniority basis among qualified employees. Seniority is defined as service time with the Authority. The emergency or unplanned overtime shall be offered to the most senior qualified employee on the seniority list. If the overtime is turned down, the employee's name will be placed at the bottom of the list and the next qualified employee will be offered the assignment.



The list will be exhausted in order of seniority and if the assignment is not accepted, it will be offered to those on the alternative list of employees assigned to other divisions. Those employees will be offered the assignment in order of service seniority on a rotational basis. If the assignment remains unaccepted accepted, it will be assigned as set forth in Paragraph 5 below.

2. Offers for overtime assignment begin at the point on the Occupational Group list after the most recent assignment.

3. Emergency Callouts

- a. Management will determine the emergent work conditions of an event, such as, but not limited to, that impacting the water supply or water quality.
- b. Management will utilize the employees preferred contact number for emergency callouts and will make two (2) attempts at contacting the employee. Management will not contact an employee for emergency callouts if the employee is utilizing paid-time-off on that same business day.
- c. Employees called in for an emergency callout must respond on site within two (2) hours unless otherwise approved by Management.

4. Scheduled Overtime Assignments

- a. Management will post scheduled overtime assignments, identifying the occupational positions required, work day and work schedule, as follows:

(1) Every Monday, the schedule will be posted by the open of business, or 7:30 AM.

- i. The schedule posted will cover the period between the following Monday through Sunday or longer period if needed.
- ii. If Monday is a holiday, the schedule will be posted on the preceding business day.

(2) Qualified employees will sign up for those assignments of which they are available by 4:00 PM on that Tuesday.

- i. If Tuesday is a holiday, then sign up will be due on the following business day.

(3) Scheduled overtime will be assigned based on a rotating basis among qualified employees. Scheduled overtime shall be offered to the most senior qualified employee on the seniority list. If the overtime is turned down, the employee's name will be placed at the bottom of the list and the next qualified employee will be offered the assignment.

(4) Division management will finalize and post the assignments by 7:30 AM on that Thursday. If the preceding Wednesday or that Thursday are holidays, then management will finalize on the following business day.

(5) Within 90 days of the ratification of this Agreement, the Authority and Local 1 will meet to explore circumstances in which an employee may perform scheduled overtime during an employee's assigned standby.

#### 5. Unfilled Emergency or Scheduled Assignments

- a. If no one accepts an overtime or scheduled overtime assignment, the least senior employee in the Division, within the qualified Occupational Group, will be assigned.
- b. An employee assigned unfilled emergency or scheduled assignments must report as directed.
- c. Management will periodically meet with employees to review their responses to emergency and scheduled overtime assignments.
- d. A mandatory meeting will be held with an employee after their fourth refusal to accept emergency overtime within any quarter. The meeting will be to discuss and remediate any pattern of refusal to accept emergency or scheduled overtime assignments. Quarters are defined as January-March, April – June, July – September and August – December.

#### Section 4. Overtime Rates and Compensatory Time.

##### Basic Work Week.

1. For employees assigned a 40-hour work week. Work performed, inclusive of paid-time-off, in excess of the basic 8-hour basic workday will be paid at a rate of one and one-half (1.5) times the base rate.
2. For employees assigned a 37.5-hour work week. Work performed, inclusive of paid-time-off, will be paid at the straight time rate for the hours worked between 37.5 and 40 hours, and at one and one-half (1.5) times the base rate for all hours worked in excess of 40 hours in a basic work week.

Overtime rates shall be applied for a fourth shift worked without interruption immediately after an employee has worked three consecutive full shifts at a rate of one and one-half times base rate of pay.

Overtime rates will be applied to the first day off after the basic five (5) day work week and will be paid at a rate of one and one-half (1.5) times the base rate.

Overtime rates will be applied to the second day off after the basic five (5) day work week and will be paid at a rate of two (2) times the base rate.

Section 5. Holidays. One and one-half times (1.5) base pay in addition to the holiday pay consisting of pay for a basic workday shall be paid for all work performed on a holiday, except that for work performed on New Year's Day, Thanksgiving Day and Christmas Day which will be paid at two (2) times base rate shall be paid for all work performed in addition to said holiday pay.

Section 6. Minimum Callout Period. When an employee, who is not on assigned standby, is called out to work outside the employee's regular working hours, the employee shall be paid for all hours worked at the applicable rate under this Agreement or be paid for a minimum of four (4) hours at the applicable rate if less than that number of hours worked is performed on that call out.

Section 7. Meal Allowance. An employee who is required to work four or more hours of overtime past the employee's normal quitting time shall receive a meal allowance of \$12.00 for every four such continuous hours worked. One-half hour mealtime shall be allowed after each four hours of overtime worked. The Authority shall not be required to pay meal expense to an employee who works eight hours or less on a holiday or other rest day for which overtime has been scheduled in advance.

Section 8. Early and Emergency Closings and Delayed Openings. There are times when the best interests of the Authority and the health, safety and welfare of employees are best served by modifying the standard work hours. Management is solely responsible for making such a decision.

In such circumstances, only employees who are scheduled and report to work shall be excused from work with pay for the hours authorized. No employee who scheduled a vacation, personal, sick or other authorized time off shall qualify for paid time off under these circumstances.

Overtime rates shall apply as if the day is a basic workday as defined in Section 4.

## ARTICLE V

### STANDBY AND CALL OUT

A. All qualified field employees are required to participate in a standby rotation associated with their Division. Standby assignments will be made assigning an equal number of days to each qualified employee by dividing the total days of the year by the number of qualified Division staff. Standby schedules will be posted by management by December 1<sup>st</sup>, or next business day thereafter, for January 1<sup>st</sup> through June 30<sup>th</sup>, and by June 1<sup>st</sup>, or next business day thereafter, for July 1<sup>st</sup> through December 31<sup>st</sup> of each calendar year.

B. Effective July 1, 2021, employees will be assigned to stand by in 7 day time-blocks. Employees are required to fulfil a minimum of 10 standby days per year and may trade their additional standby assignments. Employees who seek to trade are responsible for ensuring their standby assignment is covered. The employee accepting the trade is responsible for ensuring the standby assignment is covered.

Employee requests and acceptance for trades in standby assignments must be submitted in writing to the Division Manager, or assigned alternate, for approval by 8:00 a.m. on Tuesday morning of each week, or the next business day if Tuesday is a holiday.

If a position standby assignment is left unfilled, it will be assigned to the least senior qualified employee.

C. When an employee is on assigned standby the Division Manager or assigned alternate, may convert the standby response to performance of emergency overtime.

D. An employee scheduled to be on standby during the employee's basic five (5) day workweek shall be paid at the rate of two (2) hours at base rate for each daily period during which the employee is scheduled for standby (4:00PM to 7:30AM) and four (4) hours at base rate for each sixth or seventh day of the employee's workweek and on the celebrated day for holidays on which the employee is scheduled for standby (7:30AM to 7:30AM).

E. The Treatment and Pumping employee assigned the standby assignment that requires a log on, or other necessary means, to the Authority's SCADA system for purposes of remote evaluation and response to a notification, alarm, etc. shall be paid 15 minutes for each log on to address all alarms received within the 15 minute period of receiving the first alarm or actual time required if exceeding 15 minutes.

F. An employee on standby is subject to immediate recall to work where the standby employee must maintain in their possession, the assigned Authority cellular phone, or other communication device, and ensure that they remain in areas with adequate signal strength to ensure receipt of calls and other data communications. The standby employee must ensure that the cellular phone is charged and the settings are properly set to ensure receipt of phone calls and other data communications. The standby employee shall report for work no more than forty-five (45) minutes after recall and shall punch in and out at the Headquarters Facility. If the Authority's new timeclock system allows for electronic clocking in and out from locations other than the Headquarters Facility, the parties agree to meet and discuss the potential of an alternative process.

In addition, overtime performed which is scheduled by a supervisor shall not be subject to any minimum hours. Scheduled overtime is defined as work performed outside of the regular workweek which is scheduled prior to 3:00PM Friday where an employee is scheduled to work Monday to Friday; or by 3:00PM the workday preceding a holiday.

After 16 hours of continuous overtime work, any further continuous work performed in excess of 16 hours shall be paid at the applicable premium rate.

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

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

(a) The Authority will maintain and furnish the Union with current seniority lists and will instruct supervisors and other Authority personnel to follow such lists on a rotation basis when calling out employees in an emergency, with the qualification that employees called must be capable of performing the work involved. Reasonable attempts will be made to keep call outs to a minimum and to equalize the distribution of call outs equitably and fairly among qualified employees.

(b) The Union will attempt to foster in the employees it represents a recognition of moral responsibility to accept necessary call outs to meet emergency situations.

(c) Either the Authority or the Union may request a meeting between the Union and representatives of the Authority to discuss problems arising as a result of emergency call outs. The purpose of such a meeting would be to attempt to develop a plan of action to solve such problems insofar as the handling of unexpected emergencies is concerned.

## ARTICLE VI

### HOLIDAYS

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

New Year's Day  
Presidents Day  
Good Friday  
Memorial Day  
Independence Day (July 4th)  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

In addition to the above listed holidays, employees shall be entitled to two (2) floating holidays during the course of the year. Employees shall request a floating holiday in accordance with the procedures for vacation time. Floating holidays may be taken in one (1) hour increments.

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

#### ARTICLE VII

##### TRIAL PERIOD

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

Upon written notification by the Authority of successful completion of the probationary period, an employee shall be eligible to receive compensation as outlined on the wage schedule and job title attached hereto and made a part hereof.

#### ARTICLE VIII

##### SENIORITY

Section 1. The aggregate of all periods of employment with the Authority shall be known as "service". The provisions of this Article shall apply to full-time permanent employees only and shall not apply to full-time probationary employees who shall not accrue service credit during their probationary period.

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

Section 3. The Authority shall post each January 1 and July 1, revised occupational seniority and service seniority lists and provide the Union with a copy of each.

## ARTICLE IX

### PROMOTIONS AND TRANSFERS

Section 1. Posting Application for Vacancies and New Positions. When a vacancy in an existing position occurs or a new position is created, the Authority shall post a notice on the bulletin board for a period of five (5) working days, setting forth the duties and requirements of the position including the workweek. Such notice shall also state the salary range (minimum and maximum) for the position posted and the minimum qualifications to be met by the candidates for promotion to such vacancy or new position. At the time of posting, the Authority shall furnish to the Union a copy of the notice. Employees desiring to be considered must, before such date as is specified in the notice, make application to the Executive Director setting forth their qualifications by letter. If a vacancy in a position is not posted within ten working days after the vacancy occurs, the Executive Director or the Executive Director's designee shall inform the Union why the position has not been posted. If a vacancy is not to be filled, the Authority shall notify the Union.

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

The Authority shall not be required to give consideration to the promotion of employees who do not make application within the period of posting of the notice. The Authority may consider a reasonable extension of the period of posting for good reason upon written request from the Union outlining the reasons therefore. The Authority will inform the Union of the names of the applicants for the posted position promptly after the posting has been removed.

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

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

- (a) Ability to do the job.
- (b) Experience in types of work related to job being filled.
- (c) Promptness and regularity in reporting for work.
- (d) Observance of Authority rules and regulations.
- (e) Physical fitness for the job being filled.
- (f) Performance record in present and previous jobs.

For all promotions to classifications within the negotiating unit, where the qualifications for two or more candidates are reasonably equal, seniority shall govern. In all promotions to classifications within the negotiating unit which include any supervisory responsibilities, full consideration will also be given to indicate ability to perform supervisory duties. Part-time employees who are qualified as outlined above shall be given priority over new hires for full-time positions.

Prior to the formal announcement of the successful candidate for a vacancy or new position the Executive Director shall inform the Union of the successful candidate and the reasons for the employee's selection and the non-selection of the unsuccessful candidates.

Section 3. Trial Period. An employee, who is promoted or transferred to a position, not previously held by the employee, shall receive instructions and training in such position and shall be given a minimum of ninety (90) days trial period in the new position. At the completion of the ninety (90) days trial period, the employee shall be promptly furnished with a written notification advising him of the Authority's decision whether he has qualified in the position, a copy of which shall be furnished to the Union. An employee who fails to meet the job requirements within the trial period shall be reassigned to the employee's former classification or job without loss of seniority at the appropriate rate of pay. The appropriate rate of pay for such employee shall be the rates which would have been earned if the employee had not left the position from which the employee was promoted.

Section 4. New Jersey Law. Nothing in this Article or in this entire Agreement shall be construed in any manner which would limit, abrogate or deny the employees of the Authority their rights under the laws of New Jersey.

## ARTICLE X

### LAYOFF AND RECALL

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

## ARTICLE XI

### VACATION

Section 1. All full-time employees are entitled to vacation as scheduled below except for those employees who are in a non-paid status (including but not limited to absence for military leave, maternity leave or any other unpaid leave of absence). During an employee's first year of



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

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

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

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

- (a) The Authority shall not be required to permit an employee to take more than two (2) consecutive weeks of vacation at one time. Additional time off may be requested and granted by the Authority depending on the circumstances existing at the time.
- (b) Vacation period schedules during June, July, August and September shall be based upon service seniority among the employees.
- (c) No employee entitled to two weeks vacation shall be denied a request for two (2) weeks vacation during June, July, August and September provided that operating conditions of the Authority permit the employee to be away from the employee's job.
- (d) Each employee annually must state the employee's vacation preference in writing by April 1 to the employee's immediate supervisor. Where an employee fails to state the employee's vacation preference or where the employee changes the employee's stated preference such employee's choice of vacation shall be subject to vacation selections made by employees prior to any selection or change in selection after April 1.

Section 3. An employee's vacation pay shall be the same amount of base pay that the employee would have received had the employee worked the employee's regular schedule.

Section 4. Vacation periods for employees shall generally commence on a Monday and end on a Friday. Vacation periods shall be requested in writing at least 14 calendar days prior to a request for three (3) or more consecutive vacation days, seven (7) calendar days prior to a request for two (2) or less consecutive vacation days, three (3) calendar days prior to a request for one (1) or less days, or as approved by the Executive Director. Vacations may not be requested for less than one-half day.

Section 5. Vacation periods for part-time employees shall be on an accrual basis. Part time employees shall earn 5 hours of paid vacation time for each 100 hours worked. Vacation hours will be credited at the end of each calendar month. Vacation must be scheduled in accordance with this section.

Section 6. All vacation shall be used during the calendar year in which earned. In cases, where for reasons beyond the control of the employee, vacation is not so used, such vacation shall be added to the following year. In cases where an employee desires to accumulate vacation, the employee shall be allowed to carry over a maximum of one year's vacation. There shall be no accumulation of vacation other than as set forth herein.

Section 7. Each employee's vacation entitlement shall accrue for the year in which the employee's anniversary occurs; for example, an employee who completes the employee's first year on any day during a specific calendar year shall be entitled to twelve working days for the year during which the employee's first anniversary occurred, and an employee who celebrates his eleventh anniversary shall be entitled to sixteen (16) working days during the year in which the employee's eleventh anniversary occurs.

Section 8. An employee who severs employment with the Authority for any reason other than retirement shall be entitled to vacation pay, prorated on a monthly basis, in proportion to that part of the final calendar year worked by the employee based on the current contract schedule.

Section 9. Retirees defined as those employees who retire under the provisions of the Public Employment Retirement System, in their final calendar year will earn and receive pay for a prorated calendar year's vacation entitlement based upon the current contract schedule.

## ARTICLE XII

### SICK LEAVE

#### Part-Time Employees.

- A. Probationary Part-Time Employees. Beginning on the first day of employment, probationary part-time employees shall accrue sick paid-time-off on an hourly basis at the rate of five (5) hours for each one hundred (100) hours worked. Probationary employees may not utilize earned sick paid-time-off balances until after their probationary period ends.
- B. Permanent Part-Time Employees. Permanent part-time employees shall accrue sick leave on an hourly basis at the rate of five (5) hours for each one hundred (100) hours worked. Sick paid-time-off will be credited at the end of each calendar month.

#### Full-time Employees.

- A. All full-time employees shall be entitled to accrue sick paid-time-off as hereinafter set forth except for those employees who are on an approved leave in a non-paid status (for example, including but not limited to, absence while being on military leave, family leave or

any other approved unpaid leave of absence) or during periods of disability due to non-work connected illness or injury.

- B. Probationary Full-Time Employees. Beginning on the first day of employment each full-time probationary employee shall accrue one (1) sick day per month worked. If an employee works for less than a full month, the amount of sick paid-time-off earned will be prorated for the portion of the month worked. Probationary employees may not utilize earned sick paid-time-off balances until after their probationary period ends.
- C. Full-Time Permanent Employees. Full-time permanent employees shall be provided 12 sick days per year at the start of the calendar year.

#### Sick Paid-Time-Off Usage.

- A. Employees are required to contact their immediate supervisor, or assigned alternate(s), 30 minutes prior to the start of the work day when calling in for use of sick paid-time-off. In the event of an emergency, the employee shall contact their immediate supervisor, or assigned alternate(s), as soon as possible. The employee is required to call in each day that they will use sick paid-time-off unless otherwise approved by management.
- B. Probationary and permanent employees will be allowed to carry over to the next calendar year any unused sick paid-time-off.
- C. Each use of sick paid-time-off will be charged at a minimum of one-half (0.5) hour and in 15-minute increments thereafter.
- D. Acceptable uses of sick paid-time-off include the following:
  - 1. Care for self or a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition.
  - 2. Time for treatment, counseling, or to prepare for legal proceedings for self or a family member if a victim of domestic violence or sexual violence.
- E. Family members are defined as follows:
  - 1. Child of 19 years of age or younger including biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner, civil union partner; or significant partner.
  - 2. Spouse, domestic partner, civil union partner; or significant other.
  - 3. Employee's parent (biological, adoptive or step).
- F. In cases where the employee is absent for three (3) or more consecutive work days and uses sick time paid-time-off in combination with other paid-time-off for any of those days,

the employee must provide a return to work authorization completed by the health care professional covering the entire period of absence. The return to work authorization will be provided to the employee by the Authority and shall be submitted by the employee at the start of the work day on the employee's first day back to work.

- G. In the event that an employee's sick paid-time-off is exhausted and that employee calls out sick, or an employee fails to submit the approved health care professional documentation upon return to work after the use of sick paid-time-off then, in addition to necessary corrective actions, other available paid-time-off, i.e. floating holiday, personal or vacation paid-time-off, will be used in its place in accordance with the defined increments for acceptable usages.
- H. Employees upon leaving employment shall be paid 35% of the monetary value, up to a maximum of two hundred (200) days, of unused sick leave earned prior to December 31, 2011, except that Authority employees as of December 31, 1985 shall be eligible upon termination for payment up to a maximum of unused sick leave equal to two hundred (200) days earned prior to December 31, 2011 in addition to the number of sick days accumulated as of December 31, 1985. Employees can continue to accumulate sick leave after December 31, 2011 which will not be eligible for payment of 35% of the monetary value at the time of separation from the Authority. With the approval of the Authority an employee may elect to receive such payment after retirement over a time period, not to exceed three (3) years, in annual lump sum payments.
- I. The Union expressly and unequivocally waives any rights or protections arising under the New Jersey Paid Sick Leave Act.
  - 1. Unused sick leave shall accumulate from year to year and each employee in the event of illness or sickness shall be entitled to such accumulated sick leave with pay. The Union and the Authority recognize that from time to time, employees who have exhausted all available sick leave may have a bona fide illness which requires additional time off. Employees may request, in writing, to use available vacation time or personal time for such illnesses provided however, the use of personal or vacation time must be taken in minimum of one half-day increments and may require medical verification.
  - 2. An employee upon separation from employment with the Authority (except upon termination for just cause) shall be entitled to payment of 35% of the monetary value under the Authority's wage schedule of the employee's accumulated sick leave at the time of the employee's employment termination for sick leave earned as of December 31, 2011. Employees can continue to accumulate sick leave after that date which will not be eligible for payment of 35% of the monetary value at the time of separation from the Authority.

Employees upon leaving employment shall be paid 35% of the monetary value, up to a maximum of two hundred (200) days, of unused sick leave earned prior to December 31, 2011, except that Authority employees as of December 31, 1985 shall be eligible upon

termination for payment up to a maximum of unused sick leave equal to two hundred (200) days earned prior to December 31, 2011 in addition to the number of sick days accumulated as of December 31, 1985. With the approval of the Authority an employee may elect to receive such payment after retirement over a time period, not to exceed three (3) years, in annual lump sum payments. Should an employee be terminated for any reason other than retirement (or termination for just cause), he shall be entitled to sick leave pay, prorated on a monthly basis, in proportion to that part of the final calendar year worked by the employee based on the current contract schedule.

Retirees, defined as those employees who retire under the provisions of the Public Employment Retirement System, in their final calendar year will earn a pro-rated full calendar year's sick leave entitlement based upon the current contract schedule.

### ARTICLE XIII

#### PERSONAL LEAVE

All full-time employees in the negotiating unit shall be entitled to a maximum two (2) days per calendar year as leave without loss of pay in order to attend personal business under the following conditions:

- A. Written notice of intent to take such leave must be submitted to the immediate supervisor of the employee requesting the leave at least two (2) days in advance of the proposed leave. The Authority shall provide forms for employees to submit such written requests.
- B. The proposed leave may be taken only after approval by the Authority and shall be subject to the operating conditions of the Authority permitting the employee's absence. Approval of such requests for personal leave shall not be unreasonably denied. Approval of requests for personal leave with less notice may be granted as long as operating conditions of the Authority permit the employee's absence. In the event of a genuine emergency which does not permit advance notice by an employee, upon the employee's notifying the Authority by telephone prior to the commencement of the employee's shift or as soon thereafter as reasonably possible of a request for use of personal leave for that shift, the Authority may permit an employee personal leave for all or part of that shift. Leave may be taken in one (1) hour increments.

### ARTICLE XIV

#### BEREAVEMENT LEAVE

Full-time employees covered by this contract shall be permitted bereavement leave with pay not to exceed four (4) calendar days beginning with the date of death of a spouse, domestic partner, child or step-child, mother, father, step-parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents and grandchildren of the employee or spouse/domestic partner. Saturdays, Sundays and holidays

are excluded.

## ARTICLE XV

### WAGES

Section 1. Salary Adjustment. Effective and retroactive to January 1, 2019, all employees shall migrate the salary schedule set forth in Appendix A. Employees whose titles are not on the salary schedule shall have their base salary increased by 2.0%.

Effective and retroactive to January 1, 2020, the base salaries for all employees on the salary schedule set forth in Appendix A shall increase by 2.25%. Employees hired after January 1, 2020 but before January 1, 2021 shall receive a prorated adjustment. Employees whose titles are not on the salary schedule shall have their base salary increased by 2.25%.

Effective and retroactive to January 1, 2021, the base salaries for all employees on the salary schedule set forth in Appendix A shall increase by 2.25%. Employees hired after January 1, 2021 but before the ratification of this agreement shall receive a prorated adjustment. Employees whose titles are not on the salary schedule shall also have their base salary increased by 2.25%.

Effective January 1, 2022, the base salaries for all employees on the salary schedule set forth in Appendix A shall increase by 2.25%. Employees whose titles are not on the salary schedule shall also have their base salary increased by 2.25%.

Effective January 1, 2023, the base salaries for all employees on the salary schedule set forth in Appendix A shall increase by 2.25%. Employees whose titles are not on the salary schedule shall also have their base salary increased by 2.25%.

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

Section 3. Schedule A-1 applies to employees who work 37.5-hour workweeks and Schedule A-2 applies to employees who work a 40-hour workweek.

## ARTICLE XVI

### LONGEVITY

Employees covered by this Agreement and hired prior to January 1, 1982 shall be paid annually on the next regular payday following December 1st, a lump sum payment based upon total years of service with the Authority and the Town of Morristown as a longevity payment calculated as 4.0% of base pay from each employee's anniversary date of employment.

The longevity payment for employees shall be calculated by multiplying 4.0% times base pay received during the twelve months preceding each December 1st. Employees terminating prior to December 1st of any year shall receive longevity calculated upon base pay received during the twelve months prior to their termination.

## ARTICLE XVII

### EMPLOYEE BENEFITS

(a) Health Benefits Plan. The Authority shall, on behalf of eligible full-time employees and their eligible dependents, provide health care coverage at a cost equal to, but not greater than, rates published for the New Jersey Health Benefits Plan for the NJ Direct 15 Preferred Provider Organization Plan. Employees shall be required to contribute to the cost of such health coverage as required pursuant to P.L. 2011, Ch. 78. Employees electing to enroll in an approved plan whose premiums are greater than those of the NJ Direct 15 plan shall have the difference in premiums between the chosen plan and the NJ Direct 15 plan deducted from their paychecks. The Authority will forward its payment and the employees' payment to the NJ State Division of Pensions and Benefits as required.

The Authority may seek a more cost effective health benefits program which may be implemented during the period of this Agreement. The Authority agrees to maintain the structured level of benefits currently provided by the Authority in the New Jersey Health Benefits Plan.

(b) The Authority will provide a dental plan for full-time employees and their eligible dependents during the period of this Agreement. A clinic type plan option will be included when feasible. Employees covered by this Agreement shall contribute \$6.00 per month prior to the first full pay period following May 18, 2017 and 17.25% of the annual premium costs of the dental plan thereafter. The Authority will provide a vision plan for full-time employees and their eligible dependents with a fifty (50) percent (%) contribution by the employee and a fifty (50) percent (%) contribution by the Authority.

(c) All employees retiring from the Authority who (i) have accrued twenty-five years or more of service credited in a State or locally administered retirement system within the State of New Jersey or who have retired on a New Jersey State disability pension based on fewer years of service, and (ii) have at least twenty years of full-time, continuous service with the Authority, shall receive the same health care coverage under the same terms provided to active employees under this Agreement including the contributions required by P.L. 2011, Ch. 78 (Chapter 78); provided that retired employees who are exempt from the health care contributions required by Chapter 78, because they have either (a) reached the age of 62 years or older with at least 15 years of continuous full time service with the Authority on or before December 31, 2011; or (b) accrued 20 years or more of creditable service in one or more State or locally administered retirement systems within the State of New Jersey on or before June 28, 2011, shall not be required to make such contributions. Employees hired on or after May 18, 2017 are not eligible for retiree health benefits.

(d) The Authority shall continue to provide pension and retirement benefits to permanent employees covered by this Agreement in accordance with its present practice, pursuant to provisions of the Public Employee Retirement System of the State of New Jersey. Employees hired on or after May 18, 2017 are not eligible for retiree health benefits.

(e) Disputes or differences arising between the Union or its members and insurance carriers or the Public Employee Retirement System as to any claims arising under the policies of insurance provided under this Article shall not be subject to arbitration under this Agreement.

(f) The Authority will reimburse employees for tuition for any course that has been successfully completed, which is job-related and which has received the prior written approval of the Executive Director.

#### ARTICLE XVIII

##### MAINTENANCE OF STANDARDS

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

#### ARTICLE XIX

##### BULLETIN BOARD

The Authority will permit the Union reasonable use of all bulletin boards located in the respective department facilities for posting notices concerning Union business. This permission will be revoked if the Union posts political, derogatory or inflammatory material or any material reflecting on the Authority or any of its employees on the bulletin boards.

#### ARTICLE XX

##### GRIEVANCE PROCEDURE

(a) A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment and any other matter involving the interpretation or application of this contract by either party. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

(b) Complaints by employees may be initiated by an individual employee to the immediate supervisor. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a formal grievance, it shall be presented by the authorized Union representative.

(c) When the Union wishes to present a grievance for itself or for an employee or



groups of employees for settlement, such grievance shall be presented as follows:

Step 1. Any employee of the Authority duly authorized and designated by the Local Business Agent of the Union may present and discuss a grievance or grievances orally with the Superintendent or Superintendent's duly designated representative. Such grievance must be presented orally to the Superintendent or Superintendent's duly designated representative within ten days of the matter or occurrence or of acquisition of knowledge about the matter or occurrence being grieved. The Superintendent or Superintendent's duly designated representative shall answer the grievance orally within five days after receipt.

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

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

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

If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Chairman of the Authority or the Chairman's designee has been received by the Union within the time provided in Step 3, the Union may demand arbitration of the grievance in accordance with the Arbitration Article set forth below provided that the grievance shall first be referred to the Review Board of the Union which shall be comprised of the three independent agents of Local No. 469. The Review Board shall hear the matter within ten (10) days from the date of the final Step 3 determination. At this referral, all pertinent data shall be reviewed and investigated impartially in order to ascertain the merits of the grievance to proceed to Arbitration. The Review Board shall consider all testimony given by all parties at prior steps of the grievance procedure and shall render its decision within seven (7) days in writing to both the Grievant and the Authority as to whether the grievance meets the approval of the Board to proceed to Arbitration. If the Review Board approves, the grievance shall proceed to Arbitration in accordance with Article XXI.

(d) Nothing herein is intended to deny an employee any right of appeal that he may have under the laws of the State of New Jersey.

## ARTICLE XXI

### ARBITRATION

(a) Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the grievance procedure in Article XX, may be referred to an arbitrator as hereinafter provided.

(b) Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or any other matter in dispute and the remedy requested. Such demand must be made within thirty days of the Union's receipt of the Authority's Step 3 decision of the grievance procedure or, if no decision is issued, of the last day of the period permitted for issuing such decision. Within fifteen days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission ("PERC") to provide an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations of PERC. If such demand is not filed with PERC within forty-five days of the Union's receipt of the Authority's Step 3 decision or, if no decision is issued of the last day of the period permitted for issuing such decision, the grievance shall cease to exist.

(c) The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the arbitrator shall be binding upon the Authority and Union for the duration of this Agreement.

(d) The arbitrator appointed or selected pursuant to this Article may not alter, in any way, the provisions of this Agreement.

(e) In the event an arbitrator shall award retroactive pay to an aggrieved employee (employees), it is agreed that any interim wages or unemployment benefits which the employee (employees) may have earned elsewhere during the period covered by the award shall be deducted from the same.

(f) In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way effect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall refer the matter to the American Arbitration Association to provide an arbitrator and for arbitration proceedings pursuant to the rules of the American Arbitration Association.

(g) Each party shall bear the expense of its own representatives. The expenses of the neutral arbitrator and any general expenses of the arbitration, if any, shall be borne equally by both parties, except that any party unilaterally causing postponement of a scheduled arbitration shall bear any expense of the arbitrator resulting from the postponement.

(h) Nothing herein shall be construed as restricting the right of any employee or group of employees to present their problems or requests directly to their supervisor or the Executive Director at any time for adjustment as long as the adjustment is not inconsistent with the terms of a collective negotiating contract or agreement then in effect; provided further, that the negotiating representative has been given opportunity to be present at such adjustment.

(i) The Authority may submit complaints to the Union Local Business Agent. If these are not settled, they may be submitted to the grievance procedure starting with the second step. The same procedural requirements applicable to the Union in Article XX shall be applicable to the Authority except that Step 1 shall not apply to the Authority.

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

#### ARTICLE XXII

##### SUSPENSION AND DISCHARGE

No permanent employee shall be disciplined without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions of this Agreement entitled "Grievance Procedure" and "Arbitration". In a situation involving the discharge of an employee covered by this Agreement, an employee may request binding arbitration upon notice of discharge thereby waiving the employee's right to a Step II or Step III grievance hearing as prescribed in the contract. This waiver applies to discharge cases only. An employee facing a suspension or discharge investigatory meeting may have a Union representative present and the Authority will notify the employee when any meeting is for an investigatory purpose. If the employee requests such a representative and none is available, the procedure will be postponed until a Union representative is available.

### ARTICLE XXIII

#### MEETINGS BETWEEN AUTHORITY AND UNION

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

### ARTICLE XXIV

#### SAFETY COMMITTEE

A safety committee shall be formed consisting of two employees of the Authority selected by the Union and two representatives of the Authority selected by the Authority for the purpose of conferring on the need for safety measures, equipment and apparel for use by members of the unit during working hours. The recommendations of the majority of the committee shall be conveyed to the Executive Director and the implementation of such recommendations shall not be unreasonably denied. The failure of the safety committee to act upon the recommendation of any two of its members shall be subject to the grievance procedure of this Agreement.

### ARTICLE XXV

#### WORK CLOTHING

On or before July 1st of each year of this Agreement the Authority will provide all full-time field employees with a list of pre-approved work uniforms, work shoes/boots and outerwear. The employee will be allowed to select the quantity of items from this list. The maximum total amount of the items selected shall not exceed five hundred dollars (\$500.00). The employee will not be entitled to any monies resulting from the difference between the maximum allowable and the value of the items selected.

The Authority shall purchase any and all work clothing based on the lists submitted and distribute to the employees as it is delivered.

Field employees shall be required to wear their work clothing at all times during all working hours.

Fleece zipper front sweaters or vests will be provided to all Office Employees on a bi-annual basis (every two years).

## ARTICLE XXVI

### COMPENSATION FOR NJDEP TREATMENT AND DISTRIBUTION OPERATORS LICENSE

Section 1. Employees who successfully attain NJDEP Treatment, Distribution Operators and/or Industrial Wastewater Operators Licenses shall receive a one-time payment of \$600 for each license received. Such payment shall not be included in base pay. The Authority will also reimburse licensed employees for license renewals upon receipt of proof of payment and for license application fees that result in passing of a licensing exam. The New Jersey Department of Environmental Protection (NJDEP) provides reimbursement for the licensing course. In the event that this program is eliminated, then the Authority will provide reimbursement for the licensing course upon successful completion in accordance with Article XVIII (f).

## ARTICLE XXVII

### MAINTENANCE OF UNINTERRUPTED AND CONTINUOUS SERVICE

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

Section 2. The Union agrees that as long as this Agreement is in force, it will not call, engage in, participate in, or sanction any strike whatsoever, either work stoppage, slowdown, sit-down, sympathetic, general or any kind.

## ARTICLE XXVIII

### LEGISLATIVE

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

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

## ARTICLE XXIX

### TERM OF AGREEMENT

This Agreement shall continue in effect from January 1, 2019 to and including December 31, 2023.

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

ATTEST:

THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY

\_\_\_\_\_ By: \_\_\_\_\_

Alexis Bozza, Assistant Secretary  
\_\_\_\_\_  
Print Name and Title

Max Huber, Chairman  
\_\_\_\_\_  
Print Name and Title

ATTEST:

NEW JERSEY UTILITIES UNITED LOCAL 1

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

				2.25%	2.25%	2.25%	2.25%
				2020	2021	2022	2023
D-1	Jr. Apprentice Technician	\$ 21.320	\$ 44,346.00	\$ 45,343.79	\$ 46,364.02	\$ 47,407.21	\$ 48,473.87
				\$ -	\$ -	\$ -	\$ -
D-2	Apprentice Technician	\$ 22.813	\$ 47,450.22	\$ 48,517.85	\$ 49,609.50	\$ 50,725.72	\$ 51,867.04
	Apprentice Technician 1	\$ 24.410	\$ 50,773.00	\$ 51,915.39	\$ 53,083.49	\$ 54,277.87	\$ 55,499.12
	Apprentice Technician 2	\$ 26.120	\$ 54,330.00	\$ 55,552.43	\$ 56,802.35	\$ 58,080.41	\$ 59,387.22
				\$ -	\$ -	\$ -	\$ -
D-3	Technician	\$ 27.952	\$ 58,139.43	\$ 59,447.56	\$ 60,785.13	\$ 62,152.80	\$ 63,551.24
				\$ -	\$ -	\$ -	\$ -
D-4	Senior Technician	\$ 31.955	\$ 66,466.50	\$ 67,962.00	\$ 69,491.14	\$ 71,054.69	\$ 72,653.42
				\$ -	\$ -	\$ -	\$ -
D-5	Crew Leader				\$ 76,869.95	\$ 78,599.52	\$ 80,368.01
				\$ -	\$ -	\$ -	\$ -
T-1	Jr. Apprentice Operator	\$ 21.320	\$ 44,346.00	\$ 45,343.79	\$ 46,364.02	\$ 47,407.21	\$ 48,473.87
	Jr. Apprentice Water Quality Technician			\$ -	\$ -	\$ -	\$ -
T-2	Apprentice Operator	\$ 22.813	\$ 47,450.22	\$ 48,517.85	\$ 49,609.50	\$ 50,725.72	\$ 51,867.04
	Apprentice Water Quality Technician			\$ -	\$ -	\$ -	\$ -
	Apprentice Operator 1	\$ 24.409	\$ 50,771.74	\$ 51,914.10	\$ 53,082.17	\$ 54,276.52	\$ 55,497.74
	Apprentice Water Quality Technician 1			\$ -	\$ -	\$ -	\$ -
	Apprentice Operator 2	\$ 26.123	\$ 54,335.91	\$ 55,558.47	\$ 56,808.53	\$ 58,086.73	\$ 59,393.68
T-3	Operator	\$ 27.952	\$ 58,139.43	\$ 59,447.56	\$ 60,785.13	\$ 62,152.80	\$ 63,551.24
				\$ -	\$ -	\$ -	\$ -
T-4	Senior Operator	\$ 32.929	\$ 68,492.91	\$ 70,034.00	\$ 71,609.77	\$ 73,220.99	\$ 74,868.46
				\$ -	\$ -	\$ -	\$ -
T-5	Lead Operator				\$ 78,737.93	\$ 80,509.53	\$ 82,321.00
				\$ -	\$ -	\$ -	\$ -
O-1	(a) Jr. Finance Clerk	\$ 23.065	\$ 44,976.75				
	Jr. Engineering Administrative Assistant			\$ 45,988.73	\$ 47,023.47	\$ 48,081.50	\$ 49,163.34
	(b) Jr. Operations Assistant and Support Coordinator	\$ 23.065	\$ 47,975.20	\$ 49,054.64	\$ 50,158.37	\$ 51,286.93	\$ 52,440.89
	Jr. Operations Risk Assistant and Support Coordinator			\$ -	\$ -	\$ -	\$ -
O-2	(a) Finance Clerk	\$ 24.680	\$ 48,129.67	\$ 50,520.60	\$ 51,657.31	\$ 52,819.60	\$ 54,008.04
	Engineering Administrative Assistant			\$ -	\$ -	\$ -	\$ -
	(b) Operations Assistant and Support Coordinator	\$ 24.680	\$ 51,333.46	\$ 53,888.64	\$ 55,101.13	\$ 56,340.91	\$ 57,608.58
O-3	Accounts Payable Specialist (Jr. Accountant)	\$ 30.234	\$ 58,955.34	\$ 60,281.84	\$ 61,638.18	\$ 63,025.04	\$ 64,443.10
				\$ -	\$ -	\$ -	\$ -
O-4	Customer Information Specialist				\$ 70,305.29	\$ 71,887.16	\$ 73,504.62
				\$ -	\$ -	\$ -	\$ -
O-5	Finance System Administrator	\$ 38.421	\$ 74,921.89	\$ 76,607.63	\$ 78,331.30	\$ 80,093.76	\$ 81,895.87
				\$ -	\$ -	\$ -	\$ -

A-4 Schedule

Job Title	Employee
Apprentice	Hart
Water Repairer	Cullen Pittenger
Chief Water Repairer	Stansbury
Pump Station Repairer	Barnhill
	Hiler
Senior Account Representative (37.5 hr/work week)	Leskanic
	Quiles

\$ 71,477.51
\$ 75,166.15
\$ 84,751.32
\$ 80,850.95
\$ 87,671.16
\$ 63,174.35
\$ 69,702.32

\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 73,085.75	\$ 74,730.18	\$ 76,411.61	\$ 78,130.87
\$ 76,857.38	\$ 78,586.68	\$ 80,354.88	\$ 82,162.86
\$ 86,658.23	\$ 88,608.04	\$ 90,601.72	\$ 92,640.25
\$ 82,670.10	\$ 84,530.18	\$ 86,432.11	\$ 88,376.83
\$ 89,643.76	\$ 91,660.75	\$ 93,723.12	\$ 95,831.89
\$ 64,595.78	\$ 66,049.18	\$ 67,535.29	\$ 69,054.83
\$ 71,270.62	\$ 72,874.21	\$ 74,513.88	\$ 76,190.45



CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on September 2, 2021, at a meeting duly convened of said Authority.

  
ALEXIS BOZZA, Assistant Secretary

Dated: September 2, 2021



19 Saddle Road  
 Cedar Knolls, NJ 07927  
 (973) 326-6880  
 (973) 326-6864  
 customerservice@smcmua.org  
 smcmua.org

Resolution No. 100-21

RESOLUTION AUTHORIZING PAYMENT OF SECOND AUGUST 2021 LIST OF BILLS

BE IT RESOLVED that authorization is hereby granted to make payment of the following list of bills:

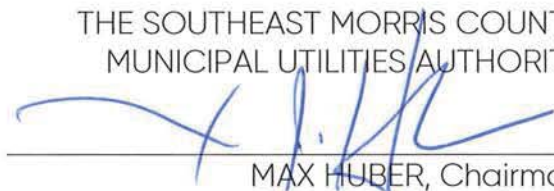
OPERATING FUND

Total Operating Fund Checks and Wire Transfers	\$	53,031.07
TOTAL OF SECOND AUGUST 2021 LIST OF BILLS	\$	53,031.07

ATTEST:

  
 ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY  
 MUNICIPAL UTILITIES AUTHORITY

  
 MAX HUBER, Chairman

Dated: September 2, 2021

Board Members

Morristown:  
 Max Huber  
 Donald Kissil

Morris Township:  
 Dennis Baldassari  
 Michael Chumer, Ph.D.

Morris Plains:  
 Ralph R. Rotando  
 Patricia Webster

Hanover Township:  
 Nicola Marucci, P.E.  
 Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available (\$53,031.07) for payment of the resolution entitled Resolution Authorizing Payment of Second August 2021 List of Bills in the Authority's 2021 Budget.

  
\_\_\_\_\_  
CHARLES MAGGIO, Treasurer

Dated: September 2, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on September 2, 2021, at a meeting duly convened of said Authority.

  
ALEXIS BOZZA, Assistant Secretary

Dated: September 2, 2021