

**AGREEMENT**

**BY**

**AND**

**BETWEEN**

**WASHINGTON TOWNSHIP MUA  
PLANT**

**AND**

**UNITED FOOD & COMMERCIAL WORKERS**

**UNION LOCAL 1360**

Effective Date: February 1, 2016  
Expiration Date: January 31, 2021

## TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE I- RECOGNITION.....	2
ARTICLE II – MANAGERMENTS RIGHTS.....	2
ARTICLE III – NON-DISCRIMINATION.....	4
ARTICLE IV – DUES DEDUCTION AND AGENCY SHOP.....	4
ARTICLE V – LOCAL UNION OFFICERS AND SHOP STEWARDS.....	6
ARTICLE VI – GRIEVANCE PROCEDURES.....	6
ARTICLE VII – TIME AND ATTENDANCE.....	10
ARTICLE VIII – OVERTIME.....	10
ARTICLE IX – HOLIDAYS.....	12
ARTICLE X – FUNERAL LEAVE.....	14
ARTICLE XI – SICK LEAVE.....	14
ARTICLE XII – FAMILY LEAVE.....	16
ARTICLE XIII – JURY LEAVE.....	16
ARTICLE XIV – MILITARY LEAVE.....	16
ARTICLE XV – WORKMANS COMPENSATION.....	17
ARTICLE XVI – COURT TIME.....	18
ARTICLE XVII – LEAVE OF ABSENCE.....	18
ARTICLE XVIII – TRAVEL ALLOWANCE.....	18
ARTICLE XIX – SAFETY AND HEALTH.....	19
ARTICLE XX – SENIORITY.....	20
ARTICLE XXI – LAYOFF .....	20
ARTICLE XXII – CONTINUING EDUCATION.....	21
ARTICLE XXIII – SALARIES.....	21
ARTICLE XXIV – HEALTH & WELFARE/MEDICAL/OTHER BENEFITS.....	24
ARTICLE XXV – PENSION.....	25
ARTICLE XXVI – EMPLOYEE’S BILL OF RIGHTS.....	26
ARTICLE XXVII – PERSONNEL FILES.....	26
ARTICLE XXVIII – UNION BULLETIN BOARD.....	27
ARTICLE XXIX – SEVERABILITY AND SAVINGS.....	27
ARTICLE XXX – WORK RULES.....	27
ARTICLE XXXI – SUCCESSOR AND ASSIGNS.....	28
ARTICLE XXXII – DURATION OF AGREEMENT.....	28

**PREAMBLE**

Agreement made between the Washington Township Municipal Utilities Authority, hereinafter referred to as the "Authority", and the United Food and Commercial Workers Union Local 1360, hereinafter referred to as the "Union", has as its purpose the improvement and promotion of harmonious employee relations between the Authority and its employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of the wages, hours of work and other terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, the parties agree as follows:

**ARTICLE I – RECOGNITION**

- A. The Authority recognizes the Union as the exclusive bargaining representative for all full and regular part-time Plant employees employed by the Authority.
- B. The following classifications and employees are excluded from the Bargaining Union: Supervisor, Managerial, CFO and Confidential employees.

**ARTICLE II - MANAGEMENT'S RIGHTS**

- A. The employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall not be limited only by the specific and express terms of the Agreement. All past practices not expressed in the contract are still agreeable.

- C. Except to the specific extent set forth herein, nothing contained in this Agreement shall be construed to deny or restrict the employer of its right, responsibility or discretion to hire, fire, transfer and otherwise direct the work force, to determine the amount, quality, and quantity of the work to be performed, and the schedule for its performance.

**Maintenance of Work Operations**

- a. The Union agrees that neither the Union nor any person acting in behalf will cause, authorize or support, nor will it authorize or condone any employee taking part in, any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slow-down, walk-out or other illegal job action against the Authority. An inadvertent failure to give notice shall not invalidate an extension or create any additional rights.
- b. In the event of a strike, slow-down, walk-out or job action during the term of this Agreement, it is agreed that participation in any such activity by an employee may be deemed grounds for imposition of appropriate disciplinary action against such employee, including discharge. This does not prevent the employee from grieving any disciplinary action therefrom.
- c. The Union agrees that it will take all reasonable steps to prevent unit members from participating in any strike, work stoppage, slow-down, or other illegal activity aforementioned or supporting any such activity by any other employee or group of employees during the term of this Agreement.
- d. Nothing contained in this Agreement shall be construed to limit or to restrict the employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction for damages, or both in the event of such breach by the Union or any employee.

**Probationary Period**

All new Authority employees shall be hired for a probationary period of ninety

(90) days to assure full qualification for the work. During said probationary period, employment may be terminated without assigned reason. At the conclusion of said ninety (90) day period, probationary employees may attain permanent status, upon favorable recommendation of the Department Head and approval of the Executive Director. The ninety (90) day period may be extended if the Department Head and the Union agree upon such extension.

#### **Political Activity**

Authority employees shall not engage in any political activities during working hours or on Authority property. Union activities do not constitute political activities for the purpose of this section.

#### **ARTICLE III - NON-DISCRIMINATION**

- A. The Authority and the Union agree that there shall be no discrimination against any employee because of age, sex, affectional or sexual orientation, marital status, race, color, religion, national origin, physical handicap, political affiliation, union membership, or non-membership or activity or non-activity in the Union.
- B. The procedure for reporting claims of discrimination to the Authority is as follows: If you believe you have been discriminated against or unfairly or improperly treated in any way because of your race, creed, color, political affiliation, sex, national origin, religion, age handicap or veteran status, please contact the Personnel department or other designated person promptly. The Authority will investigate the matter to determine whether illegal discrimination has occurred. If it has, the Authority will take appropriate action to correct it.

#### **ARTICLE IV - DUES DEDUCTION AND AGENCY SHOP**

- A. The Authority agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 52: 14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Authority's Executive Director or his/her designee during the month following the filing of such card with the

Authority.

- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Authority written notice thirty (30) days prior to the effective date of such change and shall furnish to the Authority either new authorization from its members showing the authorized deduction for each employee, or an official notification on letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary check-off authorization forms and the Union will secure the signature of its members on the forms and deliver the signed forms to the Authority's Executive Director of his/her designee.
- E. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demand, suites or other forms of liability that shall arise out or by reason of action taken by the Authority in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Authority or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- F. The aggregate deductions from all employees shall be remitted to the Local Union, together with a list of names of all employees for whom the deductions were made by the tenth day of the succeeding month after such deductions were made.
- G. The Employer agrees to deduct authorized Political Action Committee payments from the wage of employees upon receipt of proper written authorization from an employee. It is understood that such authorization for payroll deduction shall be voluntary on the part of the employee and may be canceled by the employee.
- H. The Authority agrees to deduct authorized WTMUA Credit Union payments from the wage of employees upon receipt of proper written authorization. All such deductions and remittances shall be forwarded to the Credit Union Office on a weekly basis.

**ARTICLE V - LOCAL UNION OFFICERS AND SHOP STEWARDS**

- A. The Authority recognizes the right of the Union to appoint one (1) full time Shop Steward and one (1) alternate Shop Steward from the plant. His or her authority shall be limited to the following duties and activities:
  - 1. The investigation, presentation and processing of grievances to the Authority or the Authority's designated representative in accordance with the provisions for Agreement.
  - 2. The transmission of such messages and information which shall originate with and are authorized by the Local Union, provided that such messages and information:
    - a. have been reduced to writing; or
    - b. If not reduced to writing, are of such a nature involving Union business required by the Local Union to be communicated to the employees, prior authorization must be obtained from the Authority.
- B. A Shop Steward shall be permitted one (1) hour per week, non-accumulative, to investigate, present and process grievances on the property of the Authority during work hours, with pay, which shall be in accordance with the grievance procedure. Such authorization by the Authority's representative shall not be unreasonable withheld.
- C. Agents of the Union who are not employees of the Authority shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matter, providing such time does not interfere with the operations of the Authority with prior notification to Authority management.

**ARTICLE VI - GRIEVANCE PROCEDURES**

- A. Purpose:

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems, which may from time to time, arise

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regarding grievances relating to the terms and conditions of employment. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to alleged violation of interpretation or application of any of the provisions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as possible at all levels of the procedure.

B. Procedure:

1. Time Limit - The number of days indicated at each level, should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may however be extended by mutual agreement.
2. Specified Time Limits -
  - A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed as a denial of the grievance, permitting the aggrieved employee to proceed to the next step. Failure at any stop of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
  - B. Days shall mean work days for the purpose of time limits for filing and processing grievances.

C. Processing:

**LEVEL ONE: SUPERINTENDENT OF PLANT**

To be considered under this procedure, a grievance must be submitted within ten (10) work days of its occurrence, in writing. An employee with a grievance shall first discuss it with his/her immediate supervisor, who will attempt to resolve the grievance in an informal manner, either directly or through the Unions' designated representative. The supervisor shall render his/her



decision, in writing, within ten (10) work days of the presentation of the grievance to him/her.

**LEVEL TWO: EXECUTIVE DIRECTOR**

The grievant may appeal the Level II decision to the Executive Director within fourteen (14) work days of the denial of the grievance by the Level II Administrator. The appeal must be in writing and it must note the dissatisfaction with the decision previously rendered. The Executive Director shall communicate his/her decision in writing to the grievant and the Union within fourteen (14) work days of its submission.

**LEVEL THREE: ARBITRATION**

If the Union is not satisfied with the disposition of the grievance at Level Three, the Union may proceed to arbitration by giving written notice thereof to the Executive Director within twenty (20) work days from the date of the issuance of the Executive Director's decision. The arbitrator shall be appointed pursuant to the procedures of the Public Employment Relations Commission. Nothing herein shall preclude the parties from agreeing to the appointment of a mutually agreeable arbitrator.

D. Limitations:

1. The arbitrator shall be limited to hearing and deciding only one grievance and shall neither hear nor decide multiple claims without the express written agreement of the parties.
2. The jurisdiction of the arbitrator shall be limited to those matters within the specific terms of this Agreement. The arbitrator shall first rule on the timeliness and arbitrability of the grievance under the contract, if so requested by either party.
3. The arbitrator shall limit the hearing to the issue submitted and shall consider no other material or evidence. The arbitrator shall have no power to make an award inconsistent with law or the provisions of

this Agreement. The award can add nothing to nor subtract anything from the Agreement.

4. Any claims, including claims for back wages, shall be valid from the date the grievance was first filed with the Supervisor.
5. The award shall be issued within twenty-five (25) calendar days of the close of the hearing and shall be only, subject to confirmation at the discretion of the Authority.

E. Cost:

Each party will bear its own costs of case preparation and presentation. The fees and expenses of the arbitrator are the only costs which will be shared by the parties and such costs will be shared equally.

F. General Provisions:

1. The filing or pendency of any grievance shall not impede the normal management and continuing operation of the Department. Employees shall not refuse to perform any duty or assignment based upon the pendency of any grievance.
2. All parties and employees will cooperate in investigating and providing pertinent information concerning a grievance being processed.
3. Arbitration proceedings shall be conducted at mutually agreed upon times.
4. Notwithstanding anything to the contrary in this Article and provided that there is no alternate statutory remedy, arbitration with respect to disciplinary matters shall be final and binding, and not advisory. As an alternative, provided that there is mutual consent, the parties may elect to proceed with binding mediation of disciplinary disputes through the Federal Mediation and Conciliation Service. With respect to any such disciplinary dispute, the Arbitrator (or mediator) shall first determine the question of jurisdiction and whether the matter in issue constitutes discipline.

**ARTICLE VII - TIME AND ATTENDANCE**

- A. For payroll purposes, the pay work week begins at 8:00 am on Saturday morning. The standard work week for all permanent full-time plant employees shall be Monday through Friday from 8:00 am – 4:00 pm with one-half (1/2) hour off for lunch which shall normally be 12:00 pm to 12:30 pm.
- B. All Authority employees are to be at their assigned posts or point of duty at the starting time each working day, unless on approved absence.
- C. Each Department or Organization Unit of the Authority will maintain accurate and complete time and attendance records for each of its employees. The person in charge of the unit will certify as to the accuracy of these time and attendance records. These time records are to be submitted by the Department head to the Financial Manager on a weekly basis for review and payroll preparation.
- D. It is the responsibility of each employee, if the employee will be absent from or delayed in reaching his or her assigned post for any reason to notify his or her department head before 8:00 a.m. or to call the Executive Director if the employee is unable to contact his or her department head.
- E. All hourly employees must use the time clock to punch in or out to record time. The time clock must be used when beginning work, ending work, and starting and stopping work (at lunchtime).
- F. Employees shall be entitled to one fifteen (15) minute break in the morning at time and location as determined by the supervisor.
- G. There shall be no split shifts.

**ARTICLE VIII - OVERTIME**

- A. The overtime rate of one and one-half (1-1/2) of the employee's straight time hourly rate shall be paid for all hours worked in excess of 7.5 hours in a workday and thirty-seven and a half (37.5) hours in a workweek. For purposes of overtime calculation, holiday, vacation and personal time, and sick leave time, shall be

counted as time worked. Saturday and Sunday shall be paid at time and one-half (1 ½).

- B. Scheduled overtime (non-emergency schedule overtime) work shall be rotated by seniority in the job classification within which the overtime opportunity exists with the exception of hydrant flushing. Seniority lists will be established which will list those employees who are interested in overtime. The list will be "opened" every six (6) months at which time employees can add, or withdraw, their names from the list. This provision shall not apply to employees held over on the job past quitting time in order to complete an assignment. Overtime listings shall be posted and/or available for inspection.
- C. There shall be no pyramiding of overtime or other premium pay.
- D. Compensation time may be taken in lieu of overtime pay and shall be capped at thirty-seven and one-half (37.5) hours.
- E. Night Shift – All Repairmen and Utilitymen are required to be available for night shift on a rotating assignment basis. The regular night shift duty shall be 4:00 pm Monday to 12:00 midnight on Sunday. The employee on night shift shall receive a shift differential of \$4.00 per hour above their normal hourly rate. An employee requiring sick time while on night shift will only be paid straight time for that time.
- F. Stand by Duty - On Call Pay shall be \$150.00 per week on top of any hours worked which shall be paid at time and one half (1 ½) from the time the call comes in. Routine work shall be performed on Saturday and Sunday assigned by the Supervisor. The employee will punch in at 8:00 am and out at 2:00 pm on both days and paid at time and one-half (1 ½). The duty week shall be from Friday 4:00 pm to the following Friday 4:00 pm. The duty week itself for payroll purposes is still Saturday to Saturday. When a scheduled holiday falls on a Friday, the switch will occur on Thursday at 4 PM. The Duty Week switch for the week of Thanksgiving shall commence at 4 PM on the Wednesday prior to Thanksgiving.
- G. Night shift and Duty weeks may be switched between employees within each quarterly schedule, upon supervisor approval. Any employee who was assigned

more than one night shift or Duty Week within a given quarterly schedule may give it to another employee, upon supervisor approval.

**ARTICLE IX - HOLIDAYS**

A. Scheduled Holiday:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

All employees shall receive seven and one-half (7 ½) hours pay for the holiday. In the event a scheduled holiday falls on a Saturday, that holiday will be observed on the preceding Friday. In the event a scheduled holiday falls on a Sunday, that holiday will be observed on the following Monday. In the specific case of Christmas Eve and Christmas, when Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday, only one holiday will be observed on the following Monday.

- B. When the Authority declares, by formal action, a holiday for all Authority employees, all bargaining unit personnel who are required to work on such holiday(s) shall be paid at time and one-half (1 ½) plus the holiday pay.
- C. Employees with at least 90 days of service shall be entitled to three (3) personal days to be taken at the employee's discretion. Three (3) personal days may be taken in no less than fifteen (15) minute increments upon supervisor approval. Personal days may be used by employees for emergency purposes as well as planned days off.
- D. Effective in 2017, split time in increments shall begin upon each individual

employee's anniversary date.

Vacations:

- A. Employees covered under this Agreement may be entitled to the following vacation allowance based from anniversary date to anniversary date.
  - 1. Employees with at least six (6) months of service may receive a maximum of five (5) days of vacation.
  - 2. After 1<sup>st</sup> year through the completion of 4<sup>th</sup> year of service, each employee will be granted ten (10) days of vacation.
  - 3. 5<sup>th</sup> year of service through the completion of 9<sup>th</sup> years of service, each employee will be granted fifteen (15) days of vacation.
  - 4. 10<sup>th</sup> year of service through 15<sup>th</sup> year of service twenty (20) days of vacation.

<u>Years of Service</u>	<u>Vacation</u>
16 <sup>th</sup> year of service	21 days
17 <sup>th</sup> year of service	22 days
18 <sup>th</sup> year of service	23 days
19 <sup>th</sup> year of service	24days
20 <sup>th</sup> year of service or more	25 days

- A. Vacations must be scheduled by April 15<sup>th</sup>. Anyone scheduling vacation after April 15<sup>th</sup> will be on a first come first serve basis. An Employee may take a vacation day with one day's notice upon supervisor's approval.
- B. If a holiday falls within the period of any employee's vacation, said employee shall be granted an additional day's vacation or in lieu thereof, the equivalent of one (1) full day's pay based upon the employee's regular rate of pay
- C. All vacations must be taken in the given year and not carried over to the following vacation year. In unusual circumstances one (1) week may be carried over for use in the subsequent year, subject to approval of the Executive Director.
- D. A minimum of two (2) employees can be scheduled off in any given day or week unless there is an emergency situation. It shall be at management's discretion how

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many employees shall be scheduled off in any given day or week.

**ARTICLE X - FUNERAL LEAVE**

A. Employees shall be granted up to five (5) days following the death of a member of the immediate family. Immediate family is defined to include; spouse, mother, father, child, brother, sister, grandchildren, father-in-law and mother-law. Grandparent's death shall call for up to two (2) days, leave. Aunt and Uncle shall call for one (1) day leave. For proper accounting procedure the employee shall provide the Authority with the proper proof of death and verification of relationship.

**ARTICLE XI - SICK LEAVE**

Sick leave shall not be considered as a privilege to be used at the employee's discretion, but shall be allowed only the following cases:

- A. Personal sickness of physical incapacity resulting from causes beyond the employee's control for which compensation is not payable under the terms of the Workman's Compensation Act of the State of New Jersey, or Temporary Disability Insurance Program, which provides cash benefits when you cannot work because of sickness or injury not caused by work. The Temporary Disability Insurance Program benefits are not payable until all sick leave has been exhausted. The employee must apply for the Temporary Disability insurance Program within thirty (30) days of his/her start of disability even if he/she has not completely exhausted his/her available sick leave.
- B. Enforced quarantine of an employee in accordance with community health regulation.
- C. Illness or physical incapacity, in the employee's immediate family requiring the employee's personal attention and resulting from causes beyond the employee's control. Immediate family shall be defined as husband, wife and minor children living in the household and parents living in the home.
- D. In the event an employee is diagnosed with a terminal illness, the Executive

Director may ask for special dispensation from the Board at his/her discretion.

- E. Ten (10) days sick leave with pay shall be available to all permanent employees who have completed one (1) year of service. Annual sick leave shall be based upon the anniversary date of each employee, not the calendar year.

**Rate of Accrual:**

1. During the initial year an employee shall accrue sick leave with pay at the rate of one (1) day per month after a ninety (90) day probationary period until ten (10) days are accrued. However, sick leave with pay shall become available for use only after the employee has been employed ninety (90) days and has been appointed as a permanent employee. Two (2) sick days may be taken in no less than fifteen (15) minute minimum increments.
2. If an employee requires none or only a portion of such allowable sick leave in any anniversary year, he or she shall be credited with the unused days and shall be entitled to an accumulated sick leave with pay to be used at the Supervisor's discretion if and when needed.
3. All employees with at least thirty (30) days of sick leave accumulated prior to their anniversary date may sell back up to five (5) days of remaining current year's sick leave, based on individual anniversary.
4. Upon each employee's individual anniversary date, an employee's unused sick time is added to the allotment for the following year. The accumulation continues until the employee accumulates seventy (75) days. All employees with at least thirty (30) days of sick leave accumulated may sell back up to five (5) days of the remaining current year's sick leave based on their individual anniversary. Only days over the thirty (30) accumulated may be sold back.
5. Upon retirement from the Authority with ten (10) or more years of service, the employee is eligible to sell back sick leave at a rate of 50% up to sixty (60) days. Total payment will be no more than sixty (60) days. Total payment should be no



more than fifteen thousand (\$15,000.00), per recent New Jersey statute.

**Notification of Illness:**

At his or her discretion, the Department Head may request proof of illness at the end of sick leave. No employee shall receive sick leave pay for any absence in excess of three (3) consecutive days of sick leave without presenting a doctor's certificate to the Department Head.

**Maternity Leave:**

Maternity leave is defined as disability leave.

**ARTICLE XII - FAMILY LEAVE**

The MUA will follow state and federal Family Leave (FMLA).

**ARTICLE XIII - JURY LEAVE**

All employees who lose time from his/her job because of jury duty as certified by the Clerk of the Court, shall be paid by the Authority the difference between his/her daily base rate of pay up to a maximum of eight hours per day and the jury fee, subject to the following conditions:

1. The employee must notify his/her Supervisor upon receipt of a summons for jury duty;
2. The employee has not voluntarily sought jury service;
3. The employee is not attending jury duty during vacation and/other time off from the Authority employment; and
4. The employee submits adequate proof of the actual time served on jury duty and the amount received for such service.

**ARTICLE XIV - MILITARY LEAVE**

The Authority agrees to provide all employees with military leave in accordance with Federal and State statutes.

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## ARTICLE XV - WORKMAN'S COMPENSATION

- A. During his/her absence, the employee shall be paid difference between his/her regular salary as of the date of his/her injury and the amount paid to him/her by Workman's compensation Insurance, for a period not to exceed forty-five (45) working days from the date of his/her injury or to the termination of the disability, whichever occurs first.
- B. An employee who is injured, whether slight or severe, while working must make an immediate report prior to the end of the shift thereof or as soon as reasonable possibly after first being notified of the injury or condition to his/her immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- C. The employee shall be required to present evidence by a certificate of a physician designated by the Authority's insurance carrier that he/she is unable to work, and the Authority may reasonable require the employee to present such certificate from time to time.
- D. The physician designated by the insurance carrier may determine that the employee would be fit to return to light duty. If the Authority, in its sole discretion, determines that it is able to utilize the employee's services on a light-duty basis, the employee shall be allowed to return to work on that basis for as long as the light duty assignment is available until he/she is able to return to full duties. If the Authority, in its sole discretion, determines that is unable to utilize the employee's services on a light-duty basis, then the employee shall be placed on injury leave pursuant to this Article.
- E. In the event that any employee is granted said injury leave, the Authority's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation disability and other payments received for other sources. At the Authority's option, the employee shall either surrender and deliver any compensation, disability and other payments to the Authority and receive his/her entire salary payment, or the Authority shall only pay the difference.
- F. Any employee sustaining injuries which are compensable under the Workman's

Compensation Act which prevents him/her from performing all work available to him/her at the Authority's workplace shall sustain no loss of pay for the balance of the day on which he/she was injured. Ability to perform work on that day shall be determined by the Authority's doctor or hospital report.

- G. For an absence exceeding a period of forty-five (45) working days from the date of injury, the employee, in addition to this Workman's compensation Insurance payment, shall receive one-half (½) the difference between the Workman's Compensation benefits and his/her gross salary for a period not to exceed one (1) year from the date of initial disability, or the termination of the disability, whichever occurs first.

#### **ARTICLE XVI - COURT TIME**

Employees shall be given time off without loss of pay when their attendance is required at any court or administrative agency for any action arising out of their employment with the Authority or when their attendance is required by the Authority.

#### **ARTICLE XVII - LEAVE OF ABSENCE**

- A. Leaves of absence for employees with at least one (1) year of service may be granted for a period not to exceed one (1) year without pay or benefits. Requests for leave shall be made to the Executive Director and shall not be unreasonably denied.
- B. Employees returning from an authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.
- C. Except under extraordinary circumstances, an employee may only be granted one leave of absence within a thirty-six (36) month period.
- D. An employee returning from authorized leave, or upon rehire from layoff, shall be entitled to all previously accrued sick days.

#### **ARTICLE XVIII - TRAVEL ALLOWANCE**

- A. Effective on the date of this Agreement, bargaining unit personnel required to travel on authorized necessary Authority business and to whom it becomes necessary to

use their personal vehicles, shall be reimbursed at the approved IRS allowance rate, in addition to out-of-pocket expenses (tolls and parking), provided no Authority vehicle is available for use by the employee.

- B. Company Cars/Vehicles - Company cars/vehicles may be driven home at the specific instruction of the Executive Director or the Superintendent. They are not to be driven by any other member of the family.

#### **ARTICLE XIX - SAFETY AND HEALTH**

- A. The Authority shall at all times maintain safe and healthful working conditions.
- B. New plant employees shall receive an initial issue of the maximum standard allowance of uniforms and jackets within a reasonable time from the date of their employment as described below:

- a. Six (6) long sleeve shirts
- b. Six (6) short sleeved shirts
- c. Three (3) light weight pants
- d. Three (3) heavy weight pants
- e. One (1) heavy winter jacket
- f. One (1) light spring jacket
- g. One (1) set of rain gear

(All current plant employees will also receive the above listed maximum standard allowance within a reasonable time upon ratification of the contract.)

Effective September 1, 2018, uniforms and jackets for all other plant employees shall be replaced once per year, not to exceed the maximum standard annual allowance of \$250.00. As an option, plant employees may trade standard uniforms and jackets for approved specialty type of clothing (coveralls or bib overalls), as long as trade is of less or equal cash value.

An annual boot allowance shall be provided to plant employees. This boot allowance will permit an employee to purchase work boots and the Authority shall

reimburse the employee up to \$200.00 each fiscal year.

- D. All employees must report to work in a presentable fashion. Uniforms must be clean and neat in appearance.

#### **ARTICLE XX - SENIORITY**

- A. Seniority is defined as the employee's continuous unbroken length of service with the employer beginning with the most recent date of hire. Seniority lists shall be established by the Authority one (1) time each year (January) and submitted to the Local Union.
- B. Seniority shall be maintained during approved leaves of absence, including due to ill health.
- C. When two (2) or more associates are hired on the same date, a lottery shall be held to determine permanent seniority status with the Employer.
- D. In the case of layoffs and recalls, employee with the greatest amount of seniority shall be given preference, provided that he/she has the ability to perform the work involved.

#### **Job Posting:**

- A. Any vacancies or newly created positions within the bargaining unit of the Authority will be post prominently for seven (7) working days. The posting shall include the classification, the salary, a description of the job, its requirements and any required qualifications and the procedure to be followed by employees interested in applying.
- B. A copy of each notice posted will be forwarded to the Union.
- C. Available positions shall be posted and awarded to the most senior qualified applicant. Where qualifications determined by the Executive Director are equal, the position shall be awarded to the senior applicant. Disputes over promotions are subject to the grievance procedure.

#### **ARTICLE XXI - LAYOFF**

- A. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. The Authority agrees to give

at least two (2) weeks' notice to the Union and the affected employees whenever making seasonal or permanent layoffs. Notice must be given in writing. Where such required notice is not given the circumstances are not beyond the Authority's control, the Authority shall pay the employee two (2) weeks wages in lieu thereof.

- B. An employee having held another position with the Authority has the right to bump down to said position in the event of a reduction in the workforce, so long as the employee still has the ability to perform the job requirements of the position, and so long as the employee has greater seniority than other employees in said position.
- C. Employees who are laid off and are subsequently recalled to work within one (1) year by the Employer shall retain their seniority. Employees being recalled from layoff shall contact the appropriate Department Head within three (3) days after receiving notice. Any employee who refuses a notice of recall shall no longer retain their former seniority or right to recall.

**ARTICLE XXII - CONTINUING EDUCATION**

A. The Authority will provide continuing education benefits with approval by the Superintendent of his/her designee. Reimbursement for books and tuition for job related studies will be provided. An employee's immediate Supervisor must approve each course and reimbursement will be made in advance of enrollment. If the employee does not complete the course or earns less than a "C" grade for a college level course, he/she will reimburse the Authority.

B. Employees who hold a state license shall receive an annual \$250 bonus payable in the first pay check after December 1<sup>st</sup> each year. (This will replace New Jersey DEP Licensing Bonus section in the MUA Employee Handbook).

**ARTICLE XXIII - SALARIES (UNION STILL NEEDS LANGUAGE FOR PROMOTIONS TO NEXT JOB POSITION)**

Effective February 1<sup>st</sup> of each year of the contract, the following job title salaries shall be:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Meter Reader/Laborer</u>	<u>37,500.00</u>	<u>38,437.50</u>	<u>39,398.44</u>	<u>40,383.40</u>	<u>41,392.98</u>
<u>Senior Meter Reader/</u>					

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<u>Laborer</u>	<u>38,500.00</u>	<u>39,462.50</u>	<u>40,449.06</u>	<u>41,460.29</u>	<u>42,496.80</u>
<u>Repairman I</u>	<u>39,000.00</u>	<u>39,975.00</u>	<u>40,974.38</u>	<u>41,998.73</u>	<u>43,048.70</u>
<u>Repairman II</u>	<u>40,500.00</u>	<u>41,512.50</u>	<u>42,550.31</u>	<u>43,614.07</u>	<u>44,704.42</u>
<u>Repairman III</u>	<u>42,000.00</u>	<u>43,050.00</u>	<u>44,126.25</u>	<u>45,229.41</u>	<u>46,360.14</u>
<u>Utility Man I</u>	<u>44,000.00</u>	<u>45,100.00</u>	<u>46,227.50</u>	<u>47,383.19</u>	<u>48,567.77</u>
<u>Utility Man II</u>	<u>46,000.00</u>	<u>47,150.00</u>	<u>48,328.75</u>	<u>49,536.97</u>	<u>50,775.39</u>
<u>Utility Man III</u>	<u>48,000.00</u>	<u>49,200.00</u>	<u>50,430.00</u>	<u>51,690.75</u>	<u>52,983.02</u>
<u>Utility Man III – Level I</u>	<u>52,000.00</u>	<u>53,300.00</u>	<u>54,632.50</u>	<u>55,998.31</u>	<u>57,398.27</u>
<u>Utility Man III – Level II</u>	<u>56,000.00</u>	<u>57,400.00</u>	<u>58,835.00</u>	<u>60,305.88</u>	<u>61,813.52</u>
<u>Seniority Utility Man</u>	<u>60,000.00</u>	<u>61,500.00</u>	<u>63,037.50</u>	<u>64,613.44</u>	<u>66,228.77</u>

Starting salaries for employees hired on or after ratification. Employees shall advance to the next salary within their title upon each year of employment.

	<u>Starting</u>	<u>After 1<sup>st</sup></u> <u>year</u>	<u>After 2<sup>nd</sup></u> <u>year</u>	<u>After 3<sup>rd</sup></u> <u>year</u>	<u>After 4<sup>th</sup></u> <u>year</u>
<u>Meter Reader/Laborer</u>	<u>37,500.00</u>	<u>38,437.50</u>	<u>39,398.44</u>	<u>40,383.40</u>	<u>41,392.98</u>
<u>Repairman I</u>	<u>39,000.00</u>	<u>39,975.00</u>	<u>40,974.38</u>	<u>41,998.73</u>	<u>43,048.70</u>
<u>Repairman II</u>	<u>40,500.00</u>	<u>41,512.50</u>	<u>42,550.31</u>	<u>43,614.07</u>	<u>44,704.42</u>
<u>Repairman III</u>	<u>42,000.00</u>	<u>43,050.00</u>	<u>44,126.25</u>	<u>45,229.41</u>	<u>46,360.14</u>
<u>Utility Man I</u>	<u>44,000.00</u>	<u>45,100.00</u>	<u>46,227.50</u>	<u>47,383.19</u>	<u>48,567.77</u>
<u>Utility Man II</u>	<u>46,000.00</u>	<u>47,150.00</u>	<u>48,328.75</u>	<u>49,536.97</u>	<u>50,775.39</u>
<u>Utility Man III</u>	<u>48,000.00</u>	<u>49,200.00</u>	<u>50,430.00</u>	<u>51,690.75</u>	<u>52,983.02</u>
<u>Utility Man III – Level I</u>	<u>52,000.00</u>	<u>53,300.00</u>	<u>54,632.50</u>	<u>55,998.31</u>	<u>57,398.27</u>
<u>Utility Man III – Level II</u>	<u>56,000.00</u>	<u>57,400.00</u>	<u>58,835.00</u>	<u>60,305.88</u>	<u>61,813.52</u>
<u>Seniority Utility Man</u>	<u>60,000.00</u>	<u>61,500.00</u>	<u>63,037.50</u>	<u>64,613.44</u>	<u>66,228.77</u>

**Meter/Reader- RI**

Minimum of 6 months of service and attainment of CDL with tanker and air brakes

Must be available for Stand-By Duty and Night Shift

Must demonstrate (by evaluation) an increase in job knowledge, reliability, drive, and dedication as related to time in service

**RI-RII**

Must have fulfilled and exceeded all of the requirements of RI  
Must demonstrate (by evaluation) an increase of job knowledge, reliability, drive, and dedication as related to time in service  
Minimum of 1 year experience in RI position

**RII-RIII**

Must have fulfilled and exceeded all of the requirements of RII.  
Must demonstrate (by evaluation) a constant increase of job knowledge, reliability, drive, and dedication as related to time in service  
Must have completed and received a certificate in the Introduction to Water & Wastewater Treatment Course  
Minimum of 1 year experience in RII position

**RIII-UI**

Must have fulfilled and exceeded all of the requirements of RIII.  
Must demonstrate (by evaluation) a constant increase of job knowledge, reliability, drive, and dedication as related to time in service  
Must demonstrate an advanced understanding of the water and wastewater operations.  
Must have completed and received a certificate in an Advanced Water Treatment Course or Collection Course  
Minimum of 1 year experience in RIII position

**UI-UII**

Must have fulfilled and exceeded all of the requirements of UI.  
Must demonstrate (by evaluation) a constant increase of job knowledge, reliability, drive, and dedication as related to time in service  
Must demonstrate an advanced understanding of the water and wastewater operations.  
Must have obtained no lower than a Grade I Water Treatment, Water Distribution, or Sewage Collection License  
Minimum of 1 year experience in UI position

**UII-UIII**

Must have fulfilled and exceeded all of the requirements of UII.  
Must demonstrate (by evaluation) a constant increase of job knowledge, reliability, drive, and dedication as related to time in service  
Must demonstrate an advanced understanding of the water and wastewater operations.  
Must have obtained no lower than a Grade II Water Treatment, Water Distribution, or Sewage Collection License  
Minimum of 1 year experience in UII position

**UIII-UIII Level 1**

Must have fulfilled and exceeded all of the requirements of UIII.  
Must demonstrate (by evaluation) a constant increase of job knowledge, reliability, drive, and dedication as related to time in service  
Must demonstrate an advanced understanding of the water and wastewater operations.



Minimum of 7 years experience in UIII position

**UIII Level 1-UIII Level 2**

Must have fulfilled and exceeded all of the requirements of UIII.

Must demonstrate (by evaluation) a constant increase of job knowledge, reliability, drive, and dedication as related to time in service

Must demonstrate an advanced understanding of the water and wastewater operations.

Minimum of 15 years experience in UIII position (any level)

**UIII Level 2- Sr**

Must have fulfilled and exceeded all of the requirements of UIII

Must demonstrate full knowledge of the water and sewer systems

Must have the ability to lead a work crew with minimal supervision.

Minimum of 7 years experience in UIII position (any level)

\*There will be a maximum of two (2) Sr U and they will be appointed at management's discretion

**ARTICLE XXIV - HEALTH & WELFARE/MEDICAL/OTHER BENEFITS**

- A. All employees at the time of signing this contract shall receive New Jersey State Health group medical insurance and prescription for said employees, spouses and their dependents. These benefits shall not change during the duration of this Agreement. Employees shall pay a percentage of their benefit premiums as follows:

2/1/16-1/31/17: Chp 78 Year 4 required contributions (current)
2/1/17-1/31/18: 70% of Chp 78 Year 4 required contributions (For example, an employee who is currently required to contribute 5% under Chp 78 will contribute 3.5 %.)
2/1/18-1/31/19: 80% of Chp 78 Year 4 required contributions (For example, an employee who is currently required to contribute 5% under Chp 78 will contribute 4 %.)
2/1/19-1/31/20: 90% of Chp 78 Year 4 required contributions (For example, an employee who is currently required to contribute 5% under Chp 78 will contribute 4.5 %.)
2/1/20-1/31/21: 100% of Chp 78 Year 4 required contributions
Pursuant to Chp 2 and Chp 78, no contribution will be less than 1.5% of salary.

- B. Duplication of Benefits/Sell Back Option - For those employees who have health benefits through another provider (spouse or another employer) is now based on New Jersey State Statute. The amount of the sell back will be in accordance with NJ statute for Aetna/U.S. Healthcare under the New Jersey State Health Benefits. The reimbursement will be based on your current family status.

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- C. Employees opting for the Sell Back benefit may regain their benefits under the guidelines set by the New Jersey State Health Benefits.
- D. All full-time Union employees who retire with 25 years or more of service credited in the PERS retirement system will be reimbursed for health care premiums including Part B of the Federal Medicare Program as stated in N.J.P.L. 1974, Chapter 88.
- E. The Authority agrees to provide a dental program to all eligible employees. The existing or equivalent dental plan offered shall be continued for all employees, spouse and dependent children.
- F. All full-time Union employees shall be reimbursed the cost of eye examinations and/or eyeglasses to a maximum of \$300.00 per two (2) year period. Spouse and dependent children will be reimbursed the cost of examinations and/or eyeglasses to a maximum of \$200.00 per 2 year period. Only one benefit will be granted to each eligible dependent per two year period.
- G. The Authority will provide temporary disability insurance under the State of New Jersey plan. Employees shall pay their share of the state plan. These benefits are payable after all sick leave has been exhausted. It is the employee's responsibility to file for this benefit with the State of New Jersey within thirty (30) days from the start of disability even if he/she has not completely exhausted his/her sick leave.

#### ARTICLE XXV - PENSION

- A. All full and part-time employees shall be required to participate in the Public Employees Retirement System which includes pension and life insurance programs
- B. A Deferred Compensation program is available to all full-time employees. Employees may contribute on a pre-tax basis to a 457 plan under the guidelines set for by Nationwide Retirement, the plan administrator.
- C. Any employee who is contributing to their 457 plan on March 1 of each year will receive from the Authority a \$250.00 contribution to a 401A deferred compensation plan, which is also administered by Nationwide.
- D. Once an employee has become a full-time permanent employee, the Authority will contribute matching funds to the employee's' 401A fund. If an employee is

contributing to their 457 plan, the Authority will match 50% of the initial 5% contribution the employee's base salary. For example, if the employee earns \$400.00 weekly, and contributes \$20.00 to his 457 plan, the Authority will contribute an additional \$10.00 to his 401A plan.

#### **ARTICLE XXVI - EMPLOYEE'S BILL OF RIGHTS**

- A. An employee shall be entitled to Union representation at each and every stop of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each and every step of the disciplinary hearing.
- C. An employee who has a reasonable suspicion to believe that he/she is to be suspended, discharged or disciplined shall be entitled to a Union representative.
- D. No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and the Employer are made aware of their use prior to such meeting.
- E. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty, and the burden of proof shall be on the employer.
- F. An employee shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under the Agreement.

#### **ARTICLE XXVII - PERSONNEL FILES**

- A. The Authority shall establish personnel files or confidential records, which shall be maintained under the direction of the Authority.
- B. Upon prior notice to the Superintendent or his/her designee, all employees shall have access to their individual personnel file.
- C. The Authority shall not insert any adverse material into any files of the employee, unless the employee has had an opportunity to review, sign, receive a copy of and comment, in writing, upon the adverse material unless that employee waives these rights.
- D. The employee shall have the right to respond, in writing, to any complaint, negative

report or disciplinary warning entered into his/her individual personnel file through the grievance procedure.

#### **ARTICLE XXVIII - UNION BULLETIN BOARD**

- A. Bulletin board space will be provided by the Authority at permanent work location for the posting of notices relating to meeting and official business of the Union only.
- B. Only material authorized by the signature of the Union or Shop Steward shall be permitted to be posted on the space provided.

#### **ARTICLE XXIX - SEVERABILITY AND SAVINGS**

Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

#### **ARTICLE XXX - WORK RULES**

- A. The employer may establish reasonable and necessary rules or work and conduct for employees. New rules or modification of existing rules shall be discussed with the Union prior to implementation.
- B. No employee shall be disciplined without just cause. Copies of written notification of disciplinary action shall be supplied to the affected employee and to the Union.
- C. Upon request of the employee, they shall be entitled to the presence of a Union representative in any investigatory interview which employee reasonably believes may result in disciplinary action.

#### **Annual Performance Appraisal:**

Every Department Head or Supervisor shall annually appraise the performance of

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subordinate personnel for the proceeding eleven (11) months. Supervisors shall submit the performance reports to the Executive Director. The purpose of this appraisal is to stimulate the development of the employee, to raise the standard of services, but said appraisal does not imply that a salary increase will be forthcoming. The Department Head or the Supervisor for each employee shall complete the performance appraisal reports on the person's anniversary date. After review by the Executive Director and the employee, this report becomes a part of the employee's history file. Every employee shall be entitled periodically to examine the appraisal report prepared by his/her Department Head or Supervisor, and upon completion of the performance appraisal report, the Department Head shall offer each employee a performance review interview. The employee will be given the opportunity on the appraisal to comment. The annual performance appraisal reports are subject to the grievance procedure.

**ARTICLE XXXI - SUCCESSOR AND ASSIGNS**

If Washington Township MUA is merged or taken over by another entity, the Union contract shall still be intact.

**ARTICLE XXXII - DURATION OF AGREEMENT**

This Agreement shall be effective from February 1, 2016 and shall continue in full force and effect through January 31, 2021 and shall continue from year to year thereafter unless or until either party serves notice, in writing, at least sixty (60) day's prior to the expiration of the original or any subsequent period of a desire to change, modify or terminate this Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this

8th day of December 2016.

For: Washington Township M.U.A.

Angela Grassia

Dated: 12/8/16

For: U.F.C.W. Local 1360

Tim Jany

Dated: 11-30-16