

COLLECTIVE NEGOTIATIONS AGREEMENT

between

**MOUNT LAUREL TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**

and

**LOCAL 2268, A.F.S.C.M.E. NJ Council 63 AFL-CIO
NJ**

January 1, 2021 and December 31, 2024

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PREAMBLE

This Agreement made between the Mount Laurel Township Municipal Utilities Authority (hereinafter referred to as the “Authority”) and American Federation of State County and Municipal Employees, Council 63 NJ AFL-CIO Majority Representative, and its affiliated Local 2268, (hereinafter referred to as the “Union”) covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the Authority and employees represented by the Union; the establishment of equitable and peaceful procedure for the amicable resolution of differences and determination of wages, hours of work and other terms and conditions of employment.

The term of this agreement shall be January 1, 2021 through December 31, 2024.

ARTICLE 1 - RECOGNITION

1. The Authority recognizes the Union as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classifications herein, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303, and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.
2. The Bargaining Unit shall consist of all water and wastewater employees.
3. Excluded from the Bargaining Unit are:
 - a. Supervisors and confidential employees within the meaning of the Act,
 - b. Managerial Executives,
 - c. Craft Workers,
 - d. Auto Mechanics,
 - e. Clericals, and
 - f. Professionals

ARTICLE 2 - CHECK OFF

1. The Authority agrees to grant rights to dues deductions to the Union and will deduct membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made, in amount as determined by the Union. For each employee who signs such an authorization card, the check-off shall commence in the pay period following the filing of the authorization card with the Authority. The Authority shall remit to the Union once a month, the monies collected for this purpose.
2. Employees who have authorized the payroll deduction may revoke such authorization by providing written notice to the Authority. Within five days of receipt of such notice, the Authority shall provide notice to the Union of such revocation.

3. Dues deducted by the Authority shall be transmitted to the designated Union official of AFCME. Employer agrees to provide the Union, every 120 days, a complete electronic listing of all employees covered by this Collective Negotiations Agreement, in excel format, which shall include the employee's department, job status, and amount of dues deducted as it appears on the records of the employer for the purposes of deduction of dues. If necessary, the employer shall provide the Union with a list of departmental payroll codes in order to identify the Department name on the above-mentioned electronic listing.

4. The Union shall indemnify and hold the Authority harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision. any such litigation, the Authority shall have no obligation to defend this provision but shall cooperate with the Union in. defending this provision.

ARTICLE 3 - EMPLOYEE RIGHTS

1. To ensure that the individual rights of employees in the Bargaining Unit are not violated, the following shall represent the Employee's Rights:

- (a) An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- (b) An employee shall be entitled to Union representation at each stage of a disciplinary hearing.
- (c) No employee shall be required by the Authority and/or its agents to submit to an investigatory interview unless the employee is afforded the opportunity of Union representation.
- (d) No recording devices or stenographer of any kind shall be used at any time by either the Authority, the Union or the employee unless they all agree to their use prior to such meeting, in writing.
- (e) In all disciplinary hearings, the Authority must establish just cause by a preponderance of the evidence.
- (f) An employee shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Contract.
- (g) All managerial employees shall be presumed to have acted properly and within their authority under this Contract until proven otherwise through the grievance procedure contrary claims or assertions shall be raised by the Union, its members, or their representatives unless and until so proven.
- (h) The parties expressly recognize that the concept of "work, then grieve" has been and is in effect.

ARTICLE 4 - MANAGEMENT RIGHTS

1. The Authority 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 Contract by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) The executive management and administrative control of the Authority and its properties and facilities and the activities of its employees.
- (b) To hire all employees subject to the provisions of New Jersey Civil Service Commission law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to New Jersey Civil Service Commission law.

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

3. This Contract represents the final, exclusive, and complete agreement between the parties on any terms and conditions of employment which were or could have been the subject of negotiations and any and all past practices and prior agreements are superseded and replaced hereby.

ARTICLE 5 - HOURS OF WORK

1. The Authority and the Union understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employees' services throughout the seven (7) day week and that the standard work week shall consist of five (5), eight (8) hour days, Monday through Friday, thereby, constituting a forty (40) hour work week, except for those employees scheduled to work the rotational schedule.

2. The regular hours of work for each shift shall be:

- a. First shift -- 7:00 A.M. to 3:30 P.M., with the lunch break being 12:00 Noon to 12:45 P.M.
- b. Second shift -- 3:00 P.M. to 11:30 P.M. Lunch break shall be 7:00 P.M. to 7:45 P.M.
- c. Additional shifts may be added as operational needs and/or DEP may require.

3. The regular hours of work for each shift shall not be changed except as required under emergency conditions, for temporary special circumstances, or as agreed upon by both parties.

4. Employees working a rotational shift shall work Saturdays, Sundays and holidays on a rotational basis as scheduled by Authority management. To the fullest extent possible, when personnel are scheduled to work Saturday and Sunday, they shall be off two (2) consecutive days within the pay week, provided there is no scheduling difficulty and within the discretion of management. Monthly work schedules shall be posted two (2) months in advance. Failure to post the schedules within such time period shall not justify any refusal to work the required shift or any other failure to report to work.

5. For pay purposes, the work week is from 12:01 a.m. Tuesday to 12:00 midnight Monday.

6. Employees shall be entitled to a fifteen (15) minute break period in the first four (4) hours of an eight (8) hour shift.

7. Lunch and break periods will include any time spent procuring coffee, soda, sandwiches, etc., within the (45) forty-five and fifteen (15) minute break periods respectively.

8. Any employee who does not come to work and fails to call in prior to the starting time shall be docked a full day's wages for that day, except in extenuating circumstances.

9. Assignment to the second or third shift will be on the basis of seniority, provided, however, that the Authority shall have the discretion to alter such assignments so that the more experienced employees are spread among all shifts. The Authority shall also have the discretion to refuse to assign an employee to the second or third shift when, in the Authority's determination, that employee has had an absenteeism problem during the prior six (6) month period.

10. Notwithstanding anything else to the contrary contained in this Agreement or the attached job descriptions, assignment to the various shifts can be done at the discretion of the Authority.

ARTICLE 6 - SENIORITY

1. Seniority is defined as an employee's total length of service with the Authority, beginning with his original date of hire.

2. An employee having broken service with the Authority shall not accrue seniority credits for the time he was not employed by the Authority.

3. If a question arises concerning two or more employees who were hired on the same date, the following shall apply; if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Authority's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given alphabetical order (of the employee's last name).

4. The Authority shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Authority shall furnish copies of same to the Union upon reasonable request.

5. In cases of promotions, demotions, layoffs, recalls, vacation schedules or other situations where employee advantages or disadvantages are concerned, the employee(s) with the greatest amount of seniority shall be given preference, provided he/she has the demonstrated ability, experience, and qualifications to perform the work involved.

6. In cases of promotion, seniority and qualifications shall be considered equal factors in determining entitlement. The Authority shall endeavor to promote from within the Bargaining Unit rather than hire from without. However, nothing herein shall prohibit hiring from the outside in accordance with New Jersey Civil Service regulations.

7. In the event layoffs are required, employees shall be laid off in inverse order of seniority and in accordance with New Jersey Civil Service Regulations.

8. Recall of employees shall be in the inverse order of layoff, and employees on layoff shall be recalled before any individual is hired to fill a position for which the laid-off employee is qualified.

ARTICLE 7 - WAGES, STIPENDS, SHIFT DIFFERENTIAL, INCENTIVES, AND JOB DESCRIPTIONS

1. All active bargaining unit members shall receive a one-time signing incentive of \$500.00 (which shall not be included in a member's base salary) upon the parties' ratification of the Memorandum of Agreement (MOA) which gave rise to this Agreement. This incentive is non-precedential and shall not be included in any subsequent MOA or Collective Negotiations Agreement unless mutually agreed upon by the parties.

2. All active bargaining unit members shall receive a one-time retention incentive of \$500.00 for each calendar year of the Agreement beginning in calendar year 2023. The incentive shall only be paid to those employees who commenced employment on or before September 1st of that calendar year and who remain employed with the Authority through December 31st of that calendar year. This incentive shall be paid as soon as possible after January 1st of the following year, shall not be included in base salary, is non-precedential, and shall not be included in any subsequent MOA or Collective Negotiations Agreement unless mutually agreed upon by the parties.

3. Active bargaining unit members who obtain a new DEP license subsequent to the parties' ratification of the MOA referred to above shall receive a one-time license acquisition incentive of \$500.00 to be paid upon their submission of proof of licensure. This incentive shall not be included in base salary.

4. The MUA agrees to reimburse employees for the application and proctor fees (if applicable) associated with testing required to obtain a DEP license which costs are incurred by

employees subsequent to the parties' ratification of the MOA referred to above. Such reimbursement shall be on a one-time basis per license such that if an employee does not obtain the license and re-applies, the MUA is not responsible for reimbursement for subsequent applications. The MUA agrees to reimburse employees for annual/periodic DEP license renewal fees.

5. 2021-2024 Wage Chart

2021-2024 Wages				
Grades	2021	2022	2023	2024
1	\$29.39	\$29.97	\$30.57	\$31.18
2	\$28.42	\$28.99	\$29.57	\$30.16
3	\$27.84	\$28.39	\$28.96	\$29.54
4	\$27.26	\$27.81	\$28.37	\$28.93
5	\$26.87	\$27.40	\$27.95	\$28.51
6	\$26.18	\$26.71	\$27.24	\$27.79
7	\$25.55	\$26.06	\$26.58	\$27.11
8	\$24.97	\$25.47	\$25.98	\$26.50
9	\$24.41	\$24.90	\$25.39	\$25.90
10	\$23.83	\$24.30	\$24.79	\$25.29
11	\$23.26	\$23.72	\$24.20	\$24.68
12	\$22.67	\$23.13	\$23.59	\$24.06
13	\$22.11	\$22.56	\$23.01	\$23.47
14	\$21.59	\$22.03	\$22.47	\$22.92
15	\$21.13	\$21.56	\$21.99	\$22.43
16	\$20.68	\$21.09	\$21.51	\$21.94
17	\$20.23	\$20.63	\$21.04	\$21.46
18	\$19.77	\$20.16	\$20.57	\$20.98
19	\$19.31	\$19.69	\$20.09	\$20.49

New hires with CDL requirements need to attempt to obtain their CDL permits prior to completing their 90 day working test period.

6. NJDEP License Stipend Chart

A. Employees shall be eligible for hourly stipends in accordance with the following chart:

Dep License	2021	2022	2023	2024
DEP 1	\$0.83	\$0.86	\$0.89	\$0.92
DEP 2	\$1.65	\$1.67	\$1.70	\$1.73
DEP 3	\$2.70	\$2.75	\$2.80	\$2.90
DEP 4	\$4.00	\$4.10	\$4.20	\$4.30

DEP stipends shall not be paid for licenses not related to the department to which the employee is assigned. For example, an employee who holds only a level 1 sewer license but is assigned to the water department shall receive no stipend unless and until they acquire a water license.

B. Stipend Transfers

Employees who are receiving a stipend in their current position, and transfer to another stipend eligible position within the water and/or wastewater department, may continue to receive that stipend for maximum of (18) eighteen months. After that time the employee will receive only their base pay, payment of any stipend for licenses in the department that they now work, along with other payment(s) they are entitled to as a condition of the collective negotiations agreement. Each stipend being paid for a DEP license can be transferred one time only. Employees transferring back to their prior department cannot transfer their stipend again to extend the (18) eighteen-month period.

7. CDL Stipend Chart

Employees shall be eligible for hourly stipends in accordance with the following chart:

CDL	2021	2022	2023	2024
CDL A	\$0.42	\$0.44	\$0.46	\$0.48
CDL B	\$0.27	\$0.29	\$0.31	\$0.33

8. Promotional Matrix

The below chart provides for the minimum requirements to be eligible for advancement. Management reserves the right to advance employees more than one step annually if they exceed expectations and qualifications. Advancements will occur on January 1st of each year.

GRADE	EXP IN THE FIELD	EXP @ MLT	EDUCATION	NJ DEP LICENSE	TITLE	# OF POSITIONS*
1	9 yrs	4 yrs***	Advanced	1 level 4	Lead Operator	5
2	9 yrs	4 yrs***	Advanced	1 level 3	Lead Operator	5
3	8 yrs	3 yrs***	Advanced	1 level 3	Operator	8
4	8 yrs	3 yrs***	Advanced	2 level 2s or 1 level 3	Operator	12
5	7 yrs	2 yrs	Advanced	2 level 2s or 1 level 3	Operator	unlimited
6	7 yrs	2 yrs	Advanced	2 level 2s or 1 level 3	Operator	unlimited
7	6 yrs	1 yr	Advanced	2 level 2	Operator	unlimited
8	6 yrs	1 yr	Advanced	1 level 2	Assistant Operator	unlimited
9	5 yrs	1 yr	Advanced	1 level 2	Assistant Operator	unlimited
10	5 yrs	1 yr	Advanced	2 level 1s or 1 level 2	Laborer	unlimited
11	4 yrs	n/a	Advanced	2 level 1s or 1 level 2	Laborer	unlimited
12	4 yrs	n/a	Advanced	1 level 2 or 2 level 1s	Laborer	unlimited
13	3 yrs	n/a	Advanced	1 level 2 or 2 level 1s	Laborer	unlimited
14	3 yrs	n/a	Basic	1 level 1	Laborer	unlimited
15	2 yrs	n/a	Basic	n/a	Laborer	unlimited
16	2 yrs	n/a	Basic	n/a	Laborer	unlimited
17	1 yr	n/a	n/a	n/a	Laborer	unlimited
18	n/a	n/a	n/a	n/a	Laborer	unlimited
19	n/a	n/a	n/a	n/a	Laborer	unlimited

* Maximum positions: Management shall determine the actual number of positions on an as needed basis. Thus, the numbers contained in the matrix may be revised in the discretion of management.

** The higher NJ DEP license must be related to the department to which the employee is assigned. For example, an employee who holds a level 2 sewer license and a level 3 water license while assigned to the Water Department shall be eligible to be promoted to a Grade 5 Water position, not sewer.

***These positions may be filled going outside the Union if there is no one within the Union body that fulfills the needs of the Authority and has the required experience, education and NJDEP license required. However, if there is an employee with the required experience, education and NJDEP license but not in the proceeding level, that employee needs to be considered for the position.

9. Job Descriptions

Except as may be otherwise required by the New Jersey Civil Service Commission Job-Description Specifications the Authority reserves the right to modify the requirements of the job descriptions for good reason on case-by-case basis. The New Jersey Civil Service

Commission Job Description Specifications can be found on the Department of Personnel web site, <https://www.state.nj.us/csc/seekers/jobs/title/>

10. General Provisions

a. The term “employee” as used in this Agreement is defined to mean one who has successfully completed the 90 day working test period.

b. In general, all employees regardless of classification are required to perform all work described in the lower classification and any work that is assigned by the Authority. Acceptance of a classification by an employee indicates acceptance of all responsibilities of that classification. The Authority reserves the right to assign classifications and to reject any employee for assignment to a certain classification.

c. In determining assignments to job classifications, the Authority will include in its consideration the employee’s past job performance and qualifications.

d. The parties agree to commence negotiations within ten (10) days after the creation of a new job title covered by this Agreement for the purpose of establishing a wage rate for that title.

e. An employee who performs work in a lower paid classification shall be paid at the rate of his/her own classification when performing work in such lower paid classification.

f. Employees working the rotational schedule shall be paid an hourly stipend for hours worked on the weekend shifts of \$.50 per hour.

g. Hourly rate shall be increased, as follows, for employees assigned to work on an afternoon (2nd shift) or night shift(3rd Shift).

Shift Differential	2021	2022	2023	2024
2nd	\$1.55	\$1.59	\$1.61	\$1.63
3rd	\$1.93	\$1.95	\$1.96	\$1.97

Permanent rotational shift employees will receive shift differential pay for all paid time off.

h. Employees whose pay grade was previously grandfathered, shall have their pay rate frozen at that dollar amount and it will not increase until the employee meets the requirements of a pay grade that is equal to or exceeds the employees pay rate. At that point the employee is no longer grandfathered and will be paid in accordance to the CBA in place at that time.

i. Management shall have the discretionary authority to waive the requirement of a high school diploma for promotion. The exercise or non-exercise of this discretion will be done

on a case-by-case basis and will be reviewable by the Authority only, and by no other person or entity in any manner whatsoever.

- j. Employees holding a CDL license shall be reimbursed for the renewal fee.
- k. Employees shall be entitled to longevity payments in the following amounts:
 - 1. Employees hired prior to 12/31/1998 shall upon completion of the employee's fifteenth (15th) consecutive year of employment with the Authority, be entitled to a non-cumulative longevity payment of Nine Hundred Dollars (\$900.00) per year.
 - 2. Employees hired between 01/01/1999 and 12/31/2003, shall upon completion of the employee's tenth (10th) consecutive year of employment with the Authority, be entitled to a non-cumulative longevity payment of Six Hundred Dollars (\$600.00) per year.
 - 3. Employees hired between 01/01/2004 and 12/31/2008, shall upon completion of the employee's fifth (5th) consecutive year of employment with the Authority, be entitled to a non-cumulative longevity payment of Four Hundred Dollars (\$400.00) per year.
 - 4. Employees hired after 12/31/2008 shall not be entitled to a longevity payment.
 - 5. Longevity payments will be due within five (5) working days of December 1, for each calendar year.
 - 6. Employees retiring or dying who would otherwise have received longevity pay in December of their final calendar year of employment will receive pro rata longevity pay for that portion of that calendar year for which they were actively employed, and would otherwise have been entitled, if any.
 - 7. Longevity payments due to deceased employees will be paid to the estate.

ARTICLE 8 – OVERTIME

- 1. Overtime shall be considered all time worked in excess of an employee's normal work day (8 hours) or work week (40 hours), and shall be compensated at the rate of one and one-half the employee's appropriate rate of pay as follows: Overtime shall be paid on the rate of the shift during which the overtime is worked. This rule would apply to employees continuously working through their previous shift, into their next shift.

2. In the event an employee works 20 or more straight hours, the employee should be sent home. When sent home, the employee may elect to be compensated using sick, vacation, or personal time, or may choose to take time off without pay.

3. All work performed on the sixth day of work shall be paid at one and one-half (1½) times the employee's normal rate of pay. All work performed on a holiday shall be compensated at the rate of double time plus pay for the holiday. Double time shall also be paid for all work performed on the 7th day of work, after having worked seven (7) consecutive days in a pay period. For the purpose of this provision, the first scheduled day off in the week is considered the sixth day of work, if worked, and the second scheduled day off in the week is considered the seventh day of work, if worked. There shall be no pyramiding of overtime under this Agreement.

4. a. All work performed on a holiday when the holiday is celebrated on the same day as the holiday shall be compensated at the rate of double time and the employee will be paid 8 hours holiday pay.

b. When the actual Holiday and Authority Celebrated Holiday Day differ, the employee will be paid as follows:

1) Authority Celebrated Holiday - the employee will be compensated 8 hours holiday pay, plus straight time for the 1st 8 hours worked and double time for all additional hours worked that day.

2) Actual Holiday – the employee will be compensated with double time for all hours worked that day.

5. Overtime work shall be voluntary except in cases of scheduled work or emergencies. Insofar as practicable, overtime shall be distributed as equally as possible among employees within the same classification. Overtime will be rotated with the most senior employees being given the opportunity to work such overtime provided the employee has the skill and ability to do the job.

6. The Authority shall provide a weekly list of employees with overtime worked upon request by the Union.

7. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed, or the first pay period after return from vacation.

8. No employee shall have his work shift, work day, or work week changed for the purpose of avoiding overtime.

9. All paid time off shall be considered as time worked for the purpose of computing overtime except for sick days taken after the employee has taken six (6) individual sick days off without providing a medical certificate from a doctor. The employer shall notify employees in writing upon the reaching of the threshold amount, i.e., upon the usage of the sixth (6th) day.

10. The rules for overtime distribution shall be in accordance with the following:
- A. The overtime list will not be used when certain jobs need to be performed by the most qualified person available, as determined by a supervisor, or when an employee does not possess the ability to perform a specific job.
 - B. An employee will not be asked to work when he/she is off for disciplinary action, vacation, personal, workers compensation, modified duty or sick time on the day that such time is given, all other days in the pay period will not apply.
 - C. All overtime will be filled sequentially.
 - D. The on-call person's overtime will not be counted as an occasion when he/she is called in. If he/she calls someone in, the overtime list must be used and that person's overtime will count as an occasion.
 - E. Working through lunch will not be counted as an occasion.
 - F. A new employee will not be used on the overtime list until his/her working test period is over, and their abilities meet the supervisor's needs, or used as a last resort. When the working test period is over, the employee will be placed on the overtime list with the person who has the highest amount of occasions that is on the rotating schedule.
 - G. After extended absence from work the affected person will be placed into the overtime list, even with the employee with the lowest amount of overtime.
 - H. Chargeable overtime will be anytime an employee works overtime after their scheduled shift.
 - I. For the purpose of calculating overtime opportunities, the following overtime symbols shall be utilized: "R" for refused, "N" for no answer, "W" for worked and "M" for mandatory worked. Phone calls made to fill overtime opportunities shall be made from either MUA landline or MUA issued cell phone for the purpose of documenting the attempts.
 - J. In the event all employees turn down overtime, overtime will be assigned to lower employee in seniority, or at the supervisor's discretion. A designation of M will be placed on the overtime list.
 - K. A supervisor must be notified prior to calling in another employee for overtime.
 - L. When an employee is calling in another employee for overtime form PM0002 must be completed, along with other pertinent paperwork.

- M. When an employee is scheduled off according to the work schedule the overtime list will be used. (This includes one phone call to the employee's phone only.)
 - N. Any overtime involving the rotational schedule will be assigned to the people on the rotational schedule first. In the event all people on the rotational schedule refuse the employees who are off the schedule will then be asked to work. When a job occurs where the most qualified person available is required, item 10a of these rules will be utilized.
 - O. The overtime list will be an annual list.
 - P. The overtime list will not be used when assigning overtime for the semiannual flushing program.
 - Q. In the event a block of two or more days become available for overtime, the time will be made available to more than one employee when possible.
 - R. All overtime will be initially distributed to employees within their DOP designated classification. In the event a supervisor determines that normal work duties will extend into overtime, the employees who have been on the job will be afforded the first opportunity to work the overtime unless item 10a. listed above applies.
- Collection system department will include but will not be limited to the following titles: senior pump station operator, pump station attendant, pump station repairer, senior sewer equipment operator, sewer equipment operator, trainees, and laborers.
 - Sewer and Water treatment system department will include but will not be limited to the following titles: chief plant operator, assistant chief plant operator, plant operator, and assistant plant operator, sludge dewatering machine operator, trainees, and laborers.

ARTICLE 9 - STAND-BY AND CALL-IN TIME

1. Any employee who is requested to, and does, return to work during periods other than his/her regularly scheduled shift shall be guaranteed pay for three (3) hours at time and one-half his normal rate of pay, regardless of the number of hours actually worked, in addition to paragraph 2 below.

2. If the Call-In requires a return to work lasting less than three (3) hours, the employee will be compensated at (3) three hours at time and one-half normal rate of pay (no shift differential).

3. If the Call in occurs on a 7th day or on an Authority Celebrated or Actual Holiday (as referenced in Article 10 & Article 8, Paragraph 4) and requires a return to work lasting less than three (3) hours, the employee will be compensated at for (3) hours pay at double the normal rate of pay (no shift differential)

4. If the employee provided with the cell phone to respond to calls is required to return to work lasting more than (3) hours, the employee will be paid for actual hours worked based on Article 8 Overtime which will apply to all hours actually worked. This would include shift differential, 7th day and holiday compensation.

5. The stand-by call-in compensation will be \$30.00 per shift for 2021, \$30.50 for 2022, \$30.75 for 2023, and \$31.00 for 2024. Therefore, as of June 22, 2020, any employee who is on stand-by (i.e., assigned to work stand-by/phone duty by the employer) shall receive the scheduled amount per shift that he/she is on stand-by status.

6. Employees assigned to standby duty shall be provided with a cell telephone for notification purposes. Each employee agrees to stay within one (1) hour reporting time to the Authority when on standby duty. Employees are responsible for proper care of telephone and the employer shall provide insurance coverage against damage, loss, theft, etc. through normal use.

7. If the stand-by call-in employee calls in sick, the on-call duty for that night will be assigned to another employee by supervision.

ARTICLE 10 - HOLIDAYS AND PERSONAL DAYS

1. The following shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving Day
Memorial Day	Christmas Eve
July 4 th	Christmas Day

2. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday. (Those listed above.)

3. All employees shall be entitled to three (3) personal business days off with pay, which may be used for personal business provided he/she has given his/her supervisor advance notice. Advance notice shall be a minimum of one (1) day for each day off requested. Under emergency situations the advance notice may be waived. The Authority will grant or deny the personal day request within one working day of the submission of the request.

4. To be eligible for holiday pay, the employee must work the last scheduled work day prior to the day the holiday is celebrated and the first scheduled work day following it unless the absence is medically excused or excused by the Authority.

ARTICLE 11 - VACATION

Employees shall be entitled to the following paid vacation allowance:

During the first year worked	1 day for each month
Second through fourth years	12 days

Fifth through eleventh years	15 days
Twelfth year through fourteenth year	20 days
Fifteenth year through twentieth year	22 days
Over twentieth year	25 days

The Authority will grant or deny the vacation request within fifteen (15) working days of submission of the request.

1. Employees must request vacation at least one (1) month in advance if for more than two (2) weeks, at least two (2) weeks in advance for one (1) week to (2) weeks, and at least one (1) day in advance for each day requested, when request off is four (4) days or less. Vacation requests made on or before April 1 of the calendar year will be governed by seniority. After April 1, vacation requests will be on a first-come, first-served basis. Vacation requests will be honored consistent with staffing needs.

2. Any unused vacation time shall be paid to the employee upon separation of employment except if separation of employment is for disciplinary reasons.

3. Accumulation of annual vacation leave from year to year may be permitted; however, the accumulated time shall not exceed ten (10) days and must be utilized in the year succeeding its accumulation or will be lost.

4. During the 1st calendar year of employment, vacation leave shall be earned at the rate of one vacation day per month of employment up to December 31 of that calendar year. For each subsequent calendar year, the earned vacation leave shall be effective January 1 of that year

ARTICLE 12 - SICK LEAVE

1. Employees shall be entitled to the following number of sick days with pay:

- a. During the 1st calendar year of employment, sick days shall be earned at the rate of one sick day per month of employment up to December 31 of that calendar year.
- b. For each subsequent calendar year the earned sick leave shall be fifteen (15) sick days effective January 1 of that year.

2. Sick leave is defined as a temporary inability to perform one's duties by reason of illness or injury.

3. Sick time shall be called in on each day of illness prior to the designated starting time.

4. An employee may use his/her sick leave for reasons of personal illness or illness in the immediate family. Immediate member of his/her family is someone who resides in the employee's household.

5. The Authority may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave. Sick time abuse is defined as the use of sick time

for any other reason than a temporary inability to perform one's duties by reason of personal illness or injury or reasons of illness or injury in the immediate family, which is someone residing within the employee's home. Proof of illness may also be required when an employee has been absent on sick leave for five (5) or more consecutive work days, or an employee has been absent on sick leave for an aggregate of more than fifteen (15) days in a 12-month period.

a. In the case that an immediate family member who does not reside with the employee, sick time would be granted with proper documentation provided.

6. If an employee reports for work and works any portion of his normal shift and then leaves work for reasons of illness, his/her sick leave shall be charged hour for hour for the time not worked.

7. Sick leave may be accumulated without limit during each employee's length of service.

8. Accumulated sick leave may be used by an employee for personal illness, illness in the immediate family which requires his/her attendance upon the ill person, death in the immediate family, quarantine restrictions, or disabling injuries.

9. No employee, while on sick or disability shall be elsewhere, otherwise employed or engaged in any outside work or employment whatsoever.

10. Employees will be permitted to sell back annual unused sick leave at the end of the year (December 31) in which it was earned, at full pay in an amount not to exceed ten (10) days in each of the years of this Agreement. Any remaining annual sick leave which was neither used nor sold back by the employee will be carried forward as accumulated, unused sick leave. This provision is specifically agreed to be the subject of negotiations for a successor agreement between the parties, and if no agreement is reached thereon by the parties, this provision shall not automatically be carried over and continued in the successor agreement.

ARTICLE 13 - DEATH IN FAMILY

1. The Authority shall grant three (3) additional consecutive days with pay for death in the immediate family. This leave shall not be charged against any other leave and shall not accumulate from year to year. Immediate family shall consist of spouse, parent, step-parent, child, step-child, significant other who resides with the employee, brother, sister, parent-in-law, and grandparents if standing in loco parentis to the employee.

2. One day with pay shall be granted without charge against any other leave for the death of the employee's grandparents.

ARTICLE 14 - LEAVE OF ABSENCE

1. An employee may be granted a leave of absence without pay for a period not to exceed ninety (90) days. The Authority will not unreasonably deny an employee's request for such leave of absence. This leave is subject to renewal for reasons deemed proper and approved by the Authority.

2. At the expiration of such leave, the employees shall be returned to the position from which he/she is on leave with all increases granted during his/her leave for his/her job classification.

3. Seniority shall be retained and shall accumulate during medical leave. However, seniority shall be retained and shall not accumulate during any other leave. Time spent on unpaid leave of absence granted under this Article shall not count in calculating entitlement to any other employee benefit.

4. Employees granted a leave of absence will continue to be covered under the Medical Benefits Program of the Authority, provided the employee makes arrangements to pay the insurance premium to the Authority or the insurance carrier during the leave of absence.

5. Employees who have been granted a medical leave of absence in connection with a compensable job-related injury will continue to be covered under the Medical Benefits Program of the Authority and the Authority will pay the employer's share of the insurance premiums during such medical leave of absence.

ARTICLE 15 - HOSPITALIZATION AND MEDICAL BENEFITS

1. The Authority agrees to provide all employees with the coverage as set forth in this Agreement or substantially equivalent coverage, subject to the terms and conditions for employee contribution pursuant to the percentages contained in the law known as Chapter 78, Laws of 2011.

2. The Authority's base medical plan will be the Aetna Liberty or Horizon OMNIA as offered through the State Health Benefits program (SHBP).

3. This plan is one of the many plans offered through the State Health Benefits Program (SHBP), some of the plans are more expensive and some are less expensive. Employees can choose any of the plans. However if they choose a more expensive plan they will be responsible for the additional premium, dollar for dollar, which will be referred to as the "Buy Med Upcharge".

3. Employees may elect to buy-out of their health insurance benefits; by doing so, the employee shall receive the sum of \$2,500.00 per calendar year in lieu of health, prescription and vision. Such sum shall be paid, quarterly on a pro-rata basis, concurrent with regular pay periods. In the event of a major life change or material change in the terms of the employee's primary health insurance coverage, as defined by the insurance carrier, the employee may choose to terminate such payments and opt back into the health insurance benefit plan by giving the Authority 30 days'

notice. **No employee shall be permitted to buy-out their health insurance benefits without first providing proof they have other health insurance benefits.**

4. Copies of the medical benefits summaries are available on the SHBP website, the carrier's websites (listed below) or through Human Resources.

SHBP-Home - SHBP/SEHBP (horizonblue.com)

Horizon-www.horizonblue.com/shbp

5. The Authority shall neither offer nor provide a health care plan which requires the payment of an excise tax payment to any entity, whether governmental, a JIF or otherwise. In the event that the cost of any health care plan is determined to or projected to exceed the threshold of the Excise Tax under the Patient Protection and Affordability Act ("PPACA"), as implemented and commonly known as the "Cadillac Tax", the Authority shall, upon 30 days' notice to the Union, discontinue the plan then in place and replace it with a health care plan that will not require an excise tax payment. The replacement plan shall remain in place for the term of the agreement and thereafter unless and until it is modified pursuant to the negotiations successor agreement.

ARTICLE 16 - WORKERS' COMPENSATION

1. The employee shall receive workers' compensation from the Authority's workers compensation carriers as specified by the State of New Jersey Workers' Compensation Law, Title 34, Chapter 15.

2. Any employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

ARTICLE 17 - UNIFORMS

1. Each employee shall be provided with uniforms in accordance with one of the following options:

<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Two coveralls	One JA34 jacket*	One JA57 jacket*
Two jackets	one jacket or one coverall	one jacket or one coverall
Six pants	Six pants	Six pants
Six shirts	Six shirts	Six pants

* JA34/57 - navy, brown or black (Carhart)

2. The Authority shall provide laundry service for the uniforms twice a week.

3. Any item listed in Section 1 requiring replacement for reasons other than normal wear and tear will be at the expense of the employee.

4. The Authority will issue a purchase order/voucher to each employee for the purchase of any combination of ANSI approved safety work shoes with steel toes/insulated, overalls/insulated winter jacket, or items sold at the MUA to a maximum of \$175.00 per calendar year. The insulated overalls/insulated winter jacket may be purchased by employees in black, blue or brown.

5. The Authority shall also provide three pocketed T-shirts to employees per year.

6. When an employee ceases employment, all uniform items shall be returned to the Authority before release of the final paycheck.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

1. There shall be no discipline or discharge except for just cause.

2. No form of discipline or reprimand shall be done in such a way that causes embarrassment to the employee involved.

3. With all reprimands, the employee and the Union shall be furnished with a written copy of any disciplinary action taken, with the reasons therefor. All employees subjected to disciplinary action shall, at the discretion of the employee, have union representation.

4. Employees shall have the right to appeal any discipline through the grievance procedure, except that any discipline subject to Department of Personnel appeal shall go to the Department of Personnel rather than arbitration. The appeal shall be instituted at a level of the grievance procedure deemed appropriate under the circumstances. The employee shall have the right to present evidence and testimony and to cross-examine witnesses. The Union shall have the sole right to proceed to arbitration at the discretion of the Local.

5. Disciplinary action shall normally be imposed in the following matter:

- a. Oral warning with written documentation
- b. Written warning
- c. Minor disciplinary action; less than five (5) working days.
- d. Major disciplinary action; will include a written reprimand and a suspension of five or more working days, or possible termination pending the findings of a local administrative hearing.

6. Time elapsed between a violation and a reprimand should not exceed 25 working days unless extenuating circumstances prohibit meeting this time stipulation.

7. No transfer shall be made for the purpose of discipline.

8. Management will not schedule reprimand days off if the reprimand is in the grievance process until the outcome of the step 3 grievance is presented to the employee or which time the employee/union fails to pursue the grievance. This provision does not include employees

who are suspended without pay pending a major disciplinary hearing, in accordance to civil service regulations.

ARTICLE 19 - GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, a grievable matter shall be understood to be a breach, misinterpretation, or improper application of the terms of this Agreement or a denial of legal rights. The following procedure shall be used to effect settlement of grievances. Reference to “days” shall mean working days.

- Step 1
- (a) The aggrieved person shall submit his/her grievance in writing to the Human Resources Department within ten (10) days of the incident unless extenuating circumstances prohibit meeting this time stipulation.
 - (b) Human Resources Department shall date stamp, scan and email the grievance to the designated department head, union representative and union president. The original grievance will be forwarded through interdepartmental mail to the designated department head.
 - (c) The department head will respond to the grievance, answer or settle the matter within five (5) days of the receipt of the grievance then forward the disposition and grievance to back to the human resources department.
 - (d) The Human Resource Department will distribute the grievance and disposition to the designated department head, union president and shop steward.
- Step 2
- (a) The aggrieved person may appeal to the Executive Director within ten (10) days after the expiration of Step 1.
 - (b) The grievance appealing the Step I shall be submitted in writing to the Human Resources Department
 - (c) The Human Resources Department shall date stamp, scan and email the grievance to the Executive Director, union representative and union president. The original grievance will be presented to the Executive Director.
 - (d) The Executive Director will respond to the grievance, answer or settle the matter within ten (10) days of the receipt of the grievance then forward the disposition and grievance to back to the human resources department.
 - (e) The Human Resource Department will distribute the grievance and disposition to the Executive Director, union president and shop steward.

- Step 3
- (a) The grievant may appeal to the Authority within ten (10) days after the expiration of Step 2.
 - (b) The grievance appealing the Step 2 shall be submitted in writing to the Human Resources Department.
 - (c) Human Resources Department shall date stamp, scan and email the grievance to the Executive Director, union representative and union president.
 - (d) The Authority or its representative shall meet with the grievant within ten (10) days of the receipt of the grievance.
 - (e) The Authority shall issue a written response to the grievance within thirty (30) days of meeting with the grievant.

2. a. To the extent that the grievance involves an alleged direct violation of an express written provision of this Agreement, if the Union is not satisfied with the disposition of the grievance by the Authority, the grievance may be submitted to arbitration, as determined by the Union, within forty-five (45) days after the expiration of Step 3. All other grievances shall not be appealable beyond the level of the Authority.

b. Within ten (10) days after such a written notice of submission to arbitration, the Authority and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission (“PERC”) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Authority and the Union and hold hearings promptly and shall issue his/her recommendation no later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final settlement and proofs on the issues are submitted to him/her. The arbitrator’s decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendations which require the commission of an act prohibited by law or which are violative of the terms of this Agreement.

d. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).

e. He/she shall have no authority to add to, subtract or detract from, alter, amend or modify any provisions of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

f. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Authority.

g. All fees of the arbitrator, including, but not limited to necessary travel expenses, fees for transcripts and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.

3. Nothing in this Article shall be construed to deny the grievant the right of appeal to any appropriate body.

ARTICLE 20 - POSTING OF VACANCIES

At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions, the Authority agrees to post said vacancies on the Bulletin Board.

ARTICLE 21 - GENERAL PROVISIONS

1. All employees shall be supplied with accurate job descriptions.

2. Employees shall not be required to perform work outside of their normal duties on a regular basis. However, on a temporary basis there shall be no restriction upon Management assigning employees outside of their normal duties.

3. The Authority agrees to keep an accurate, up-to-date record of unused vacation time and sick time for all employees and to post it quarterly.

4. The Authority agrees to provide the following:

- a. a locker for each employee;
- b. drinking water and hot water at the Hartford Road and Elbo Lane plants;
- c. sanitary eating facilities at the Hartford Road and Elbo Lane plants.

5. Labor/Management meetings will occur as both sides agree are necessary, and at a minimum of twice a year.

6. The Authority, subject to subparagraphs a, b and c below, shall pay in advance on behalf of the employee the tuition, cost of books and lab fees for a job related course taken by the employee, provided that the employee has received approval from the Operations Director prior to enrolling in the course.

a. In the event that the employee does not complete the course or fails to get a grade of "C" or better (or a "pass" in a pass-fail system), then the Authority shall obtain reimbursement of all costs advanced by it, said reimbursement being by payroll deduction from each of the employee's pay checks at the rate of \$50.00 per week until the Authority is repaid completely.

b. In the event that the employee's employment is terminated for any reason prior to the Authority being completely repaid, the Authority shall deduct the balance due from the employee's final pay.

c. In the event that the final pay is not adequate to completely repay the Authority, then the Authority may seek repayment in accordance with law.

ARTICLE 22 - UNION BUSINESS AND VISITATIONS

1. Officers of the Union may, during working hours and without loss of pay, provided the Supervisor is first notified and provided further that the work situation will reasonably permit at that time:

- a. investigate and confer on grievances and disciplinary actions not to exceed one (1) hour in any working day;
- b. post notices on the Union Bulletin Boards;
- c. meet and confer with representatives of the Union on the Authority's premises; The officer shall also complete and submit to his/her supervisor a Union Business Slip describing the matter involved and setting forth the time started and the time ended.

2. Representatives of the Union may enter the Authority's premises for the purpose of investigation and/or conferring on grievances and disciplinary actions. Such visitation shall only be allowed after the Supervisor of the particular work location is notified of the visit.

3. Any and all Union business or visitation shall be subject to the limitation that it shall not interfere with the normal operation of the employer's facility in the opinion of the Supervisor.

ARTICLE 23 - EQUAL TREATMENT

All employees shall be treated equally regarding terms and conditions of employment and there shall be no discrimination by the Authority or the Union on account of race, religion, color, sex, age, nationality, marital status, political affiliation or any other status protected by law.

ARTICLE 24 - STRIKES AND LOCKOUTS

1. The Union agrees that during the term of this Agreement neither the Union, nor any person acting on its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, for stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) or work stoppage.

2. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for discipline up to and including termination of employment of such employee or employees with due process.

3. The Union will actively discourage and will take whatever affirmative action or steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Authority.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

5. The Authority agrees it shall not engage in any lockout of any personnel during the term of this Agreement.

ARTICLE 25 - REDUCTION IN WORK FORCE

There will be no reduction in the overall work force during the term of the Agreement for other than reasons of efficiency or economy. This is not to restrict the Authority from terminating an employee for just cause pursuant to the terms of this Agreement and Department of Personnel Rules and Regulations.

ARTICLE 26 - SAFETY AND HEALTH

1. The Authority shall at all time maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health.

2. Any hazardous conditions that are reported will be investigated and corrected by the Authority if and as the Authority determines necessary. Any employee knowing of a hazardous condition must report same no later than the end of his/her shift on which he/she becomes aware thereof.

3. The Authority will conduct random drug and alcohol testing on all employees with the exception of Board Members and the Board Secretary. Employees with valid commercial driver's licenses (CDL) shall continue to be tested in accordance with the Federal Motor Carrier regulations.

4. The Authority will randomly select one (1) employee each month for testing. Testing will follow the procedures contained the Authority's Substance Abuse Policy. The Human Resources Department will maintain all records related to random drug and alcohol testing.

ARTICLE 27 - CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

It is recognized that contracting of work that is normally performed by members of the Union is of mutual concern of the Authority and the Union. When contracting of functions normally performed by the Union is being considered by the Authority and when this consideration

leads to the conclusion that Union members of the unit will be adversely affected, the Authority agrees to notify the Union of the impending contract and to discuss the reasons therefor.

ARTICLE 28 - UNION BULLETIN BOARDS

The Authority agrees to furnish and maintain a suitable bulletin board in a convenient place at both the Hartford Road and Elbo Lane Treatment Plants for use by the Union.

ARTICLE 29 - PRINTING OF AGREEMENT

The Authority shall be responsible for having this Agreement reproduced in sufficient quantity to be distributed to all employees in the Bargaining Unit during the term of this Agreement. The copies of the Agreement shall be made available to the Union no more than thirty (30) days after the signing thereof.

ARTICLE 30 - COMPLETE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations and supersedes each and every existing practice pertaining to the terms and conditions of employment. Both the Employer and Union waive any right to further negotiations on any issues presented including, specifically, any rights or obligations of either party to negotiate as set forth in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.3.

ARTICLE 31 - EMPLOYEE RELATIONS POLICY AND PROCEDURES MANUAL

The parties delegate to the Authority the right to prepare an Employee Relations Policy and Procedures Manual which shall not be inconsistent with any express provision of this Agreement

ARTICLE 32 - TERMINATION AND EXTENSION

1. This Agreement will be effective January 1, 2021, through December 31, 2024.

2. Negotiations for a successor Agreement shall commence in accordance with N.J.A.C. 19:12-2.1. Subject to non-precedential payments to be made under this Agreement which shall not survive beyond December 31, 2024, this Agreement will remain in full force and effect during the period of successor negotiations.

SIGNATURES OF AUTHORIZED REPRESENTATIVES

For the Authority:

Cheryl Coco Capri
Signature
Cheryl Coco Capri
Printed Name
Chairperson
Title

For Local 2268

[Signature]
Signature
Scott Bayer
Printed Name
President
Title
10-4-22

For A.F.S.C.M.E: NJ 63

Robert C Little IV
Signature
Robert C Little IV
Printed Name
Executive Director
Or Designee