

AGREEMENT

BY

AND

BETWEEN

WASHINGTON TOWNSHIP MUA

AND

UNITED FOOD & COMMERCIAL WORKERS

UNION LOCAL 360

Effective Date: February 1, 2020

Expiration Date: January 31, 2025

PREAMBLE

This Agreement is made between the Washington Township Municipal Utilities Authority, hereinafter referred to as the "Authority", and the United Food and Commercial Workers Union Local 360, hereinafter referred to as the "Union". The purpose of the Agreement is 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 clerical employees employed by the Authority.
- B. The following classifications and employees are excluded from the Bargaining Union: Supervisor, Managerial, Chief Financial Officer ("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, terminate, 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 on its 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 or his/her designee.
- E. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suites or other forms of liability that shall arise out of 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 wages 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 office. 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 of this 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.

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 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 an 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 step 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: IMMEDIATE SUPERVISOR - INFORMAL PRESENTATION

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 One decision to the Executive Director within fourteen (14) work days of the denial of the grievance by the Level One 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 Two, 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 a.m. on Saturday morning. The standard work week for all permanent full-time employees, except as otherwise specified, is from 8:00 a.m. to 5:00 p.m., with a once every six (6) month five (5) minute window for lateness, Monday through Thursday each week, with one half (1/2) hour off for lunch, except the Plant Administrative Assistant who will continue on 8 a.m. to 4 p.m. Monday through Friday.
- 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 and one fifteen (15) minute break in the afternoon, at a time and location as determined by the supervisor.

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 thirty-four (34) hours (except Plant Administrative Assistant shall be thirty-seven and one-half (37 ½)

hours) in one week. For purposes of overtime calculation, holiday, vacation and personal time, and sick leave time, shall not be counted as time worked. However, an employee may combine benefit time and work time during the same day in order to earn more than eight and one-half (8-1/2) hours (Plant Administrative Assistant seven and one-half (7 ½) at the straight time rate.

- B. Scheduled overtime (non-emergency schedule overtime) work shall be rotated by seniority in the job classification within which the overtime opportunity exists. 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. In no case will an employee be compensated at more than eight and one-half (8-1/2) hours at the straight time rate (seven and one-half (7 ½) hours for Plant Administrative Assistant) for use of a benefit day.
- D. Compensation time may be taken in lieu of overtime pay. At no time can compensation be in excess of thirty-four (34) hours (thirty-seven and one-half (37 ½) hours for Plant Administrative Assistant).

ARTICLE IX - HOLIDAYS

A. Scheduled Holiday:

| | |
|------------------------|----------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | General Election Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |

- Good Friday and Friday after Thanksgiving (Plant Administrative Assistant only)
- B. In the event a scheduled holiday falls on a Friday or Saturday, that holiday will not be celebrated on an alternate date. Holidays which fall on Sunday shall be celebrated on the following Monday (except Plant Administrative Assistant who will have Friday off if the holiday fall on a Saturday, and Monday off if it falls on a Sunday).
 - C. 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 (1-1/2) plus the holiday pay.
 - D. All employees 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. Personal days may be used by employees for emergency purposes as well as planned days off.
 - E. Split time shall begin on October 11, 2011.

ARTICLE X -- VACATIONS

A. Each employee covered by this Agreement shall be entitled to receive an annual vacation allowance, from his/her anniversary date to anniversary date, in accordance with the schedule set forth below.

Schedule of Annual Vacation Allowance:

1. Employees with at least six (6) months, but less than one (1) year of service, shall receive a maximum of four (4) days of vacation. (Plant Administrative Assistant, five (5) days).
2. On their 1st anniversary date, and thereafter, employees shall receive eight (8) days of vacation. (Plant Administrative Assistant, ten (10) days).
3. On their 4th anniversary date and thereafter, employees shall receive twelve (12) days of vacation. (Plant Administrative Assistant, fifteen (15) days).
4. On their 9th anniversary date and thereafter, employees shall receive sixteen (16)

days of vacation. (Plant Administrative Assistant, twenty (20) days).

5. On their 16th anniversary date, only the Plant Administrative Assistant shall receive twenty-one (21) days of vacation.

6. On their 17th anniversary date, employees shall receive seventeen (17) days of vacation. (Plant Administrative Assistant, twenty-two (22) days).

7. On their 18th anniversary date, employees shall receive eighteen (18) days of vacation. (Plant Administrative Assistant, twenty-three (23) days).

8. On their 19th anniversary date, employees shall receive nineteen (19) days of vacation. (Plant Administrative Assistant, twenty-four (24)).

9. On their 20th anniversary date, employees shall receive twenty (20) days of vacation. (Plant Administrative Assistant, twenty-five (25) days).

- B. Vacations must be scheduled by April 15th. Anyone scheduling vacation after April 15th will lose their seniority rights for vacation for that year. Single vacation days must be scheduled twenty-four (24) hours in advance.
- C. 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
- D. 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 the approval of the Executive Director.
- E. One (1) vacation day may be taken in fifteen (15) minute increments. It shall be at the Executive Director's discretion how many employees shall be granted any vacation at any time based upon the operational needs of the office.

ARTICLE XI - FUNERAL LEAVE

A. Employees shall be granted up to four (4) days (five (5) days Plant Administrative Assistant) 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 XII - SICK LEAVE

In compliance with New Jersey's Sick Leave Law, effective October 29, 2018, or on employee's date of hire, whichever is later, employees shall earn one (1) sick leave day per month, during their first year of employment. Unused sick leave shall be cumulative from year to year. Permanent part-time employees shall receive pro-rated sick leave.

Employees may use paid sick time for the diagnosis, care, treatment of, or recovery from, a mental or physical illness, injury or other adverse health condition, or for preventative medical care of:

- 1) the employee;
- 2) the employee's family member and/or;
- 3) an individual whose close association with the employee is the equivalent of a family relationship.

The State's Sick Leave Law also covers:

- * Care for covered individuals that were the victim of domestic violence (under limited circumstances). See New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"). P.L. 2013, c.82;
- * Time needed because of a closure of the employee's workplace or the school or place of care of a child of the employee by order of a public official due to an epidemic or other public health emergency; and
- * Attendance at school-related functions and meetings concerning a child's mental health condition or disability.

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.

Eight (8) days (ten (10) days for Plant Administrative Assistant) 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. Two (2) sick days may be taken in no less than fifteen (15) minute minimum increments. All employees shall be able to take an additional four (4) days in fifteen (15) minute minimum increments. The employees must show medical written notification for these added days.
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 twenty-four (24) (thirty (30) for Plant Administrative Assistant) days of sick leave accumulated may sell back up to four (4) (five (5) for Plant Administrative Assistant) days of the current year's sick leave, based on individual anniversary. Only days over the twenty-four (24) (thirty (30) for Plant Administrative Assistant) accumulated may be sold back.
4. At the end of each calendar year, an employee's unused sick time is added to the allotment for the following year. The accumulation continues until the employee accumulates sixty (60) days (seventy (75) for Plant Administrative Assistant). All employees with at least twenty-four (24), (thirty (30) for Plant Administrative Assistant) days of sick leave accumulated may sell back up to four (4) (five (5) for Plant Administrative Assistant) days of the current year's sick leave based on their individual anniversary. Only days over the twenty-four (24) (thirty (30) for Plant Administrative Assistant) 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 forty-eight (48), (sixty (60) for Plant Administrative Assistant) days. Total payment will be no more than twenty-four (24) (thirty (30) for Plant Administrative Assistant) days. Total payment should be no more than fifteen thousand (\$15,000.00), per recent New Jersey statute.

Notification of Illness:

At his/her discretion, the Department Head may require proof of illness in the event 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 XIII - FAMILY LEAVE

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

ARTICLE XIV - 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 and a half (8-1/2) (seven and one half (7- 1/2) for Plant Administrative Assistant) hours 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/or 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 XV - MILITARY LEAVE

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

ARTICLE XVI - WORKMANS 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 (2) 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 XVII - 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 XVIII - 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 XIX - 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 and the Superintendent. They are not to be driven by any other member of the family.

ARTICLE XX - SAFETY AND HEALTH

- A. The Authority shall at all times maintain safe and healthful working conditions.
- B. The Authority agrees to provide suitable sanitary conditions including toilets and hot and cold running water.
- C. Office employees shall be given three (3) golf or polo shirts per year.
- D. All employees must report to work in a presentable fashion. Uniforms must be clean and neat in appearance.

ARTICLE XXI - 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 posted 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 qualified applicant, as determined by the Executive Director. 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 XXII - 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 XXIII - CONTINUING EDUCATION

The Authority will provide continuing education benefits with immediate supervisor's approval. 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 AC@ grade for a college level course, he/she will reimburse the Authority.

ARTICLE XXIV - SALARIES

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

| | 9/1/20 | 2/1/21 | 2/1/22 | 2/1/23 | 2/1/24 |
|--------------------------------|-----------|-----------|-----------|-----------|-----------|
| Finance Specialist | 45,000.00 | 46,125.00 | 47,278.13 | 48,460.08 | 49,671.58 |
| Principal Account Clerk | 56,000.00 | 57,400.00 | 58,835.00 | 60,305.88 | 61,813.52 |
| Plant Administrative Assistant | 43,000.00 | 44,075.00 | 45,176.88 | 46,306.30 | 47,463.95 |
| Senior Account Clerk | 54,000.00 | 55,350.00 | 56,733.75 | 58,152.09 | 59,605.89 |
| Accounts Payable Specialist | 59,000.00 | 60,475.00 | 61,986.88 | 63,536.55 | 65,124.96 |
| Account Clerk (II) | 50,000.00 | 51,250.00 | 52,531.25 | 53,844.53 | 55,190.64 |
| Account Clerk (I) | 40,000.00 | 41,000.00 | 42,025.00 | 43,075.63 | 44,152.52 |

ARTICLE XXV - 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:

Effective September 1, 2020, employees shall contribute at the year 2 contribution levels. 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 Statue. The amount of the sell back will be in accordance with NJ

statute for NJ Direct 10 under the New Jersey State Health Benefits. The reimbursement will be based on your current family status.

- 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 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 XXVI - 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 XXVII - EMPLOYEE'S BILL OF 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 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 XXVIII - PERSONNEL FILES

- A. Personnel files are confidential records that must be secured in a lock cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access.
- B. Upon prior notice to the Executive Director 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 XXIX - 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 XXX - 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 XXXI - WORK RULES

- A. The employer may establish reasonable and necessary rules of 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 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 to periodically 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 to comment on the appraisal. The annual performance appraisal reports are subject to the grievance procedure.

ARTICLE XXXII - SUCCESSOR AND ASSIGNS

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

ARTICLE XXXIII - DURATION OF AGREEMENT

This Agreement shall be effective from February 1, 2020 and shall continue in full force and effect through January 31, 2025 and shall continue from year to year thereafter unless or until either party serves notice, in writing, at least sixty (60) days 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

4th day of November 2020.

For: Washington Township M.U.A.

Angelina Garcia

Dated: 11/4/20

For: U.F.C.W. Local 360

Tina

Dated: 11-3-2020