

AGREEMENT

BETWEEN

**WASHINGTON TOWNSHIP
MUNICIPAL UTILITIES
AUTHORITY**

AND

**WASHINGTON TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY
EMPLOYEES ASSOCIATION**

Contract Period

2019 - 2022

EMPLOYEES ASSOCIATION AGREEMENT

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE ONE (I) TERM OF AGREEMENT	1
ARTICLE TWO (II) RECOGNITION AND SCOPE	1
ARTICLE THREE (III) GRIEVANCE.....	2
ARTICLE FOUR (IV) SALARIES.....	3
ARTICLE FIVE (V) OVERTIME AND SPECIAL DUTY	5
ARTICLE SIX (VI) HOLIDAYS	6
ARTICLE SEVEN (VII) SICK LEAVE	6
ARTICLE EIGHT (VIII) VACATIONS	8
ARTICLE NINE (IX) LONGEVITY	10
ARTICLE TEN (X) JOB POSTINGS.....	10
ARTICLE ELEVEN (XI) OPERATING LICENSE & CONTINUING EDUCATION POLICY	11
ARTICLE TWELVE (XII) OPEN SHOP	13
ARTICLE THIRTEEN (XIII) ADDITIONAL BENEFITS.....	14

EMPLOYEES ASSOCIATION AGREEMENT

This **AGREEMENT**, entered in to this ____ day of _____, 2020, by and between the Washington Township Municipal Utilities Authority, of the County of Morris and State of New Jersey, hereinafter called the "Municipal Utilities Authority", and the Washington Township Municipal Utilities Authority Employees Association, hereinafter called the "Employees Association", representing the complete and final understanding on all negotiable issues between the Municipal Utilities Authority and those employees of the Municipal Utilities Authority represented by the Employees Association.

ARTICLE ONE (I)
TERM OF AGREEMENT

The term of this Agreement shall be for the period commencing January 1, 2019 and ending December 31, 2022.

ARTICLE TWO (II)
RECOGNITION AND SCOPE

The Municipal Utilities Authority hereby recognizes the Washington Township Municipal Utilities Authority Employees Association as the negotiating unit for all covered employees of the Washington Township Municipal Utilities Authority under the New Jersey Employer-Employee Relations Act of 1968 and Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern wages, rights and working conditions of the covered employees of the Washington Township Municipal Utilities Authority.

It is agreed that the MUA employee titles covered by this agreement shall include the following:

TITLE
* Assistant Operator - Water
* Assistant Operator - Sewer
* Plant Operator
* Operator - Water
* Operator - Sewer
* Maintenance Person
* Meter Reader
* Laborer

EMPLOYEES ASSOCIATION AGREEMENT

ARTICLE THREE (III) **GRIEVANCE**

The covered employee shall have the right to take a grievance on any issue involving his working conditions, employment promotion and infringement of rights arising under this Contract. Any employee taking a grievance under this contract may arrange, at his own cost, to have as assistance a representative and/or an attorney of his choosing at the second level or any succeeding level.

Any employee of the Municipal Utilities Authority who is chosen by the grievant as his or her representative shall be granted appropriate time off without compensation to assist in the prosecution of the grievance and shall not be penalized by the Municipal Utilities Authority.

Any grievance or dispute which may arise between the parties concerning a provision in this Agreement including its application, meaning or interpretation, or any grievance or dispute which may arise out of or between a covered employee and a superior from, or concerning, any matter which relates to or affects such employee in his capacity as an employee shall be settled in the following manner:

- A. The covered employee having a grievance shall give notice of the grievance to the Municipal Utilities Authority Executive Director within ten (10) days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate. The Executive Director shall render his decision within ten (10) days, unless it is mutually agreed that a longer time is required.
- B. In the event that the grievance is not settled or resolved to the satisfaction of the Employee Association, the aggrieved Employee may request arbitration within ten (10) working days of the receipt of a decision from the Executive Director, unless it is mutually agreed that a longer time is required. Failure on the part of the Employee Association to file its demand for arbitration within ten (10) working days shall constitute acceptance of the Executive Director's decision.
- C. In the event that the grievance has been resolved and one of the parties has sought a demand for arbitration,
 1. The parties shall submit the matter to binding arbitration before the New Jersey Public Employment Relations Commission in accordance with the rules thereof.
 2. The arbitrator shall be selected under the rules of the Public Employment Relations Commission. The parties agree that any decision and award shall be binding upon the parties. Thereto, in accordance with the procedure outlined above shall conduct a hearing within a reasonable time after designation by the Public Employment

EMPLOYEES ASSOCIATION AGREEMENT

Relations Commission. There shall be no appeal from the arbitrator's decision as each such decision shall be final and binding on the Employees Association, the employee or employees involved, and the Municipal Utilities Authority.

3. It is agreed that the arbitrator shall not have the power to add to, delete from, or modify any of the terms or provisions of this agreement.
4. The cost for the services of the arbitrator, including per diem and expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Municipal Utilities Authority and the Employees Association or the Employee himself, as case may be. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE FOUR (IV)
SALARIES

A. EXISTING EMPLOYEES

Base Hourly Rates¹ during the term of this Agreement shall be as follows:

Effective January 1 of each year, the following hourly rates shall apply:

TITLE	HOURLY RATES			
	2019	2020	2021	2022
Assistant Operator - Water	27.59	28.14	28.70	29.27
Assistant Operator - Sewer	27.59	28.14	28.70	29.27
Plant Operator	32.10	32.74	33.39	34.06
Licensed System Operator - Water	35.74	36.45	37.18	37.92
Licensed System Operator - Sewer	35.74	36.45	37.18	37.92
Maintenance Person	25.87	26.39	26.92	27.46
Meter Reader	25.87	26.39	26.92	27.46
Laborer	18.36	18.73	19.10	19.48

¹ The term "Base Hourly Rates" shall be understood to mean the basic compensation for the title indicated, exclusive of any reimbursement for Overtime and Special Duty, Longevity and/or Operating Licenses as covered elsewhere herein.

EMPLOYEES ASSOCIATION AGREEMENT

B. NEW EMPLOYEES

Except as indicated below, all Employees hired after July 1, 1988 and who have completed less than five (5) full years of service as of July 1 of the current calendar year shall receive the hourly rate indicated for the appropriate position adjusted in accordance with the following schedule:

YEARS OF SERVICE	ADJUSTMENT	
Less than 1 year	Indicated hourly rate LESS	40%
1 year but less than 2	Indicated hourly rate LESS	30%
2 years but less than 3	Indicated hourly rate LESS	20%
3 years but less than 4	Indicated hourly rate LESS	10%
4 years but less than 5	Indicated hourly rate LESS	5%

If, at the time of employment, a new employee is determined to have prior work experience for the hired position, the Washington Township Municipal Utilities Authority may, at its sole option, give credit for such experience by starting the employee at a higher "Years of Service" classification. Such modified classification shall apply to only the employee's hourly rate and in no case shall a new employee having five (5) years or more experience receive an hourly rate above that indicated for the position.

C. CHANGE OF TITLE

It is the intent of this agreement that any employee who has a change in title, in which his or her position is advanced to a higher paying title, will not receive any less total remuneration than received under his or her previous title. Under such circumstances, adjustments in Years of Service shall be permitted as required in establishing the hourly rate.

D. PART-TIME EMPLOYEES

Part-time employees shall be limited to the number of hours permitted by law. Pay for part-time employees shall be not more than the base pay rate indicated under "B. New Employees" and shall include adjustments for experience.

EMPLOYEES ASSOCIATION AGREEMENT

ARTICLE FIVE (V)
OVERTIME AND SPECIAL DUTY

- A. 1. Employees hired prior to January 1, 2016: With the exception of part time employees, the regular work week and salary for the Municipal Utilities Authority shall be computed on a forty (40) hour week. Employees shall work eight (8) hours a day. Employees may follow the below indicated schedules for the regular work week:

<i>Covered Positions</i>	<i>Schedule</i>	<i>Regular Working Hours</i>
Field Personnel	Monday thru Friday	7:30 a.m. to 4:00 p.m.
Office Personnel	Monday thru Friday	8:00 a.m. to 4:00 p.m.
Employee work schedule will be set at the discretion of the Executive Director.		

2. All new employees hired on or after January 1, 2016 shall have a forty (40) hour work week of five (5) consecutive days which may include weekends. With the exception of part-time employees, each employee's work day shall be eight (8) hours. If there is a change in the schedule, the employee should be provided with a three (3) week notice of such change.
- B. The Municipal Utilities Authority agrees to pay overtime at the rate of one and one-half (1-1/2) times an employee's regular rate of pay for each hour in excess of forty (40) hours for any given work week.
- C. In the event of an emergency which requires extended service of employees of the Municipal Utilities Authority which service consists of sixteen (16) hours of the twenty-four (24) hours prior to the commencement of the regular hours of work, said employee shall receive eight (8) hours unpaid recuperation time.
- D. The Municipal Utilities Authority agrees to pay a minimum of two (2) hours pay when an employee is called out for unscheduled work. The call out begins at the time the employee travels to the Authority for the unscheduled work.
- E. In the event of an emergency within the Municipal Utilities Authority system that poses a threat to the Health and Welfare of the public, all provisions of this contract effecting work scheduling and/or hours of covered employees shall be considered suspended until such emergent condition is secured. This condition shall not apply to provisions of the Agreement related to compensation.

EMPLOYEES ASSOCIATION AGREEMENT

ARTICLE SIX (VI)
HOLIDAYS

Full time employees shall receive twelve and one-half (12-1/2) paid holidays per year as follows:

- | | | | |
|----|------------------|-----|----------------------------|
| 1. | New Year's Day | 8. | Veteran's Day |
| 2. | President's Day | 9. | Thanksgiving Day |
| 3. | Good Friday | 10. | Day after Thanksgiving Day |
| 4. | Memorial Day | 11. | Christmas Eve (1/2 Day) & |
| 5. | Independence Day | 12. | Christmas Day |
| 6. | Labor Day | 13. | Floating Holiday* |
| 7. | Columbus Day | | |

Compensation for work performed on any of the paid holidays shall be paid at the rate equal to the holiday plus one and one-half (1-1/2) times the regular hourly rate of the employee.

* A request for a Floating Holiday shall be granted based upon staffing needs (no different than a request for a vacation) and shall not be unreasonably denied.

ARTICLE SEVEN (VII)
SICK LEAVE

A. SICK PAY

1. Employees hired prior to January 1, 2017:

Sick leave shall be computed on a 12 month year basis from January 1 through December 31. Full time employees shall receive the following sick leave time:

- a. All Employees who have completed less than one (1) full year of service as of January 1 of the current calendar year shall, after having completed two full months of service, be eligible for one (1) sick leave day for each full month worked, up to a maximum of ten (10) paid sick days.
- b. All Employees who have completed a minimum of one (1) full year of service as of January 1 of the current calendar year shall be eligible for ten (10) paid sick leave days.
- c. All Employees who have completed a minimum of five (5) full years of service as of January 1 of the current calendar year shall be eligible for fifteen (15) paid sick leave days.
- d. All Employees who have completed a minimum of ten (10) full years of service as of January 1 of the current calendar year shall be eligible for twenty (20) paid sick leave days.

EMPLOYEES ASSOCIATION AGREEMENT

Sick leave taken for more than three (3) consecutive days shall require a doctor's certificate to establish eligibility for sick pay.

2. Employees hired on or after January 1, 2017
 - a. Employees shall be afforded ten (10) sick days per year. All sick time is prorated.
 - b. Sick leave taken for more than three (3) consecutive days shall require a doctor's certificate to establish eligibility for sick pay.

B. UNUSED ACCUMULATED TIME

Sick leave shall be non-cumulative; however, on the last pay period of the each calendar year of the Contract, each employee shall receive pay for 50% of any sick days accumulated but not used during that calendar year. All employees hired on or after May 21, 2010 shall not be afforded payment for unused sick leave during the calendar year pursuant to N.J.S.A. 40A:9-10.4.

C. ADDITIONAL SICK LEAVE

1. Each full time employee shall also receive additional sick leave in the amount of seven (7) days for each year of service up to a maximum of twenty-eight (28) days, which sick leave shall be used only under the following circumstance - hospitalization or major illness, recuperation which required the employee to miss more than ten (10) consecutive working days. The added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A doctor's certification will be required to establish eligibility.
2. In addition to the sick leave granted for any single major illness or hospitalization which extends more than thirty (30) days, paid sick leave will be granted from the 29th day to the 182nd day. Proof of the eligibility for extended benefits will be required in the form of a doctor's certificate and may require examination and certification by a doctor appointed by the Municipal Utilities Authority.

EMPLOYEES ASSOCIATION AGREEMENT

ARTICLE EIGHT (VIII)
VACATIONS

Vacation leave shall be computed on a 12 month year basis from January 1 through December 31. Full time employees shall receive the following vacation time which shall be taken at the discretion of the Employee but not at any time which would jeopardize the efficient and effective operation of their office as determined by the Executive Director:

A. Employees hired prior to January 1, 2017:

1. All Employees who have completed less than one (1) full year of service as of January 1 of the current calendar year shall, after having completed two full months of service, be eligible for one (1) vacation day for each full month worked, up to a maximum of ten (10) paid vacation days.
2. All Employees who have completed a minimum of one (1) full year of service as of January 1 of the current calendar year shall be eligible for ten (10) paid vacation days.
3. All Employees who have completed a minimum of five (5) full years of service as of January 1 of the current calendar year shall be eligible for fifteen (15) paid vacation days.
4. All Employees who have completed a minimum of ten (10) full years of service as of January 1 of the current calendar year shall be eligible for twenty (20) paid vacation days.
5. All Employees who have completed a minimum of fifteen (15) full years of service as of January 1 of the current year shall be eligible for an additional one half (1/2) vacation day per year of service over fifteen (15) years up to a maximum of five (5) additional vacation days.

EMPLOYEES ASSOCIATION AGREEMENT

- B. Employees hired on or after January 1, 2017 shall be afforded the following vacation leave:

<u>Years of Service</u>	<u>Vacation Leave</u>
1 st Year of Service	1 Vacation Day for Each Month Worked (up to a maximum of 10 days)
Completed 1 st Year of Service through 5 Years of Service	10 Vacation Days
6 Years of Service through 11 Years of Service	12 Vacation Days
12 Years of Service through 17 Years of Service	15 Vacation Days
18 Years of Service through 25 Years of Service	18 Vacation Days
More than 25 Years of Service	20 Vacation Days

- C. All full time Employees shall be eligible for two (2) personal leave days which may be used with the consent of the Executive Director upon proper documentation. Anyone hired after July 1st will be eligible for one (1) personal leave day in that year. Personal leave may not be taken until the end of the probation period. Personal days shall not accrue from year to year.
- D. All employees vacation time shall be prorated during the last year of employment.
- E. All employees do not accumulate vacation time as currently practiced and further set forth in the employee handbook. However, an employee may carry over forty (40) hours of vacation leave into the next calendar year if they were unable to use it in the current calendar year due to scheduling issues by the MUA. All carry over vacation leave must be used no later than the end of the first quarter of the year (March) or it will be forfeited. If something prohibits the employee from using the vacation leave, the Executive Director may at his own discretion extend the time for vacation leave to be used.

EMPLOYEES ASSOCIATION AGREEMENT

ARTICLE NINE (IX)
LONGEVITY

A. The following longevity amounts shall be added to an employee's hourly rate and paid as part of the base rate with each payroll to Municipal Utilities Authority employees who have completed three (3) years or more service as of January 1 of the current calendar year:

YEARS OF SERVICE	LONGEVITY AMOUNT	YEARS OF SERVICE	LONGEVITY AMOUNT
3	\$ 0.02	14	\$ 0.38
4	0.05	15	0.41
5	0.08	16	0.48
6	0.10	17	0.50
7	0.11	18	0.53
8	0.12	19	0.55
9	0.13	20	0.58
10	0.16	21	0.65
11	0.31	22	0.67
12	0.34	23	0.70
13	0.36	24	0.72

For each year of service over 24, an additional \$0.05 per hour shall be added to the 24 years of service longevity amount.

B. All employees hired on or after January 1, 2017 shall not be afforded longevity.

ARTICLE TEN (X)
JOB POSTINGS

The Municipal Utilities Authority agrees to post job openings at the Municipal Utilities Authority work sites to permit eligible employees to apply for an opening. For the purpose of this article, a job opening is defined as being: (1) a new position covered under the Municipal Utilities Authority contract; or (2) an opening which occurs due to a change in the existing staff covered under the Municipal Utilities Authority contract. Upon written application to the Municipal Utilities Authority, stating the employee's interest in and qualifications for the job opening, qualified employees shall be interviewed for the job opening.

If an employee so applies for a job opening and does not receive the position, the Municipal Utilities Authority will give the employee the reason(s) why he/she did not receive the position.

EMPLOYEES ASSOCIATION AGREEMENT

Each employee who makes such written application for the position under consideration shall have the right to grieve this procedure to the Municipal Utilities Authority Committee level in accordance with the grievance procedure.

ARTICLE ELEVEN (XI)
OPERATING LICENSE & CONTINUING
EDUCATION POLICY

This provision covers the contract requirements for the licensing of employees as required by the State of New Jersey to operate water and sewer utilities of the Municipal Utilities Authority.

A. CLASSIFICATION OF WTMUA SYSTEMS

In accordance with New Jersey Department of Environmental Protection, the present water and sewer systems are classified and require Operating Licenses as follows:

<u>Classification</u>	<u>Licenses Required</u>
Water Utility	W-2 & T-2
Sewer Utility	C-2 & S-2

B. PAYMENT FOR LICENSES

1. During his or her term of employment, the Municipal Utilities Authority will reimburse an employee for the following costs to obtain a class license in either the water or sewer utility, including:
 - a. Tuition for courses at a recognized school or training program,
 - b. Materials,
 - c. Transportation for courses taken.

It will permit the employee to use time during his or her normal scheduled work day to take course study or the examination. In order to obtain reimbursement, the Employee must obtain written approval from the Executive Director prior to actual participation.

2. The Municipal Utilities Authority will not pay any costs incurred by an employee for tutor assistance.
3. Any employee who receives a license that is at or below the maximum class license required under Section A. and is not required for the maintenance of his or her position shall receive an annual stipend, additional to his base pay, of \$0.48 for each class of License. Such increase will be proportioned in the first year the license is received and will be effective the first pay period of the

EMPLOYEES ASSOCIATION AGREEMENT

month following the date the license is issued. Payment for such stipend license shall be added to the base pay hourly rate as indicated in Section IV. A.

4. No stipend will be paid for licenses that are obtained for class licenses above those required under Section A.
5. No compensation will be made for licenses received under a "grandfather" provision.
6. In the event an employee is promoted to a position requiring a license, no stipend will be paid for licenses required by the new position. Payment will be considered to be a part of the base salary for the position.
7. If an employee does not hold a license which qualifies him or her to operate Municipal Utilities Authority facilities and he obtains a license for the first time that is higher than the Municipal Utilities Authority requires, then he will receive compensation as specified herein as though the license were of a class required.
8. In the event an employee only holds a license that is required by the State to operate the water or sewer facilities and subsequently the State reclassifies said facilities to require a higher license, the employee will receive compensation as specified herein under Section B1 & B3 to obtain the higher license.
9. In the event an employee holds a license above that required by the State to operate the water or sewer facilities and subsequently the State reclassifies said facilities to require a higher license, the employee will receive compensation as specified herein under Section B1 for costs previously expended by him or her to obtain the higher license. However, no costs previously paid under C1 shall be charged as expenses under this provision. Said employee shall also receive an addition to his base pay of \$0.48 for each class of License. Such increase will be proportioned in the first year the license is required and will be effective the first pay period of the month following the date the license is required.
10. The Municipal Utilities Authority will pay all fees required to keep all classes of operating licenses current. It is the responsibility of the employee to comply with State renewal requirements.
11. The current Water Operator and Sewer Operator shall receive an annual stipend, additional to his base pay, of \$0.72 as a license incentive for maintaining the licenses required by their position. This stipend is solely for the current operators and shall end at such time that the current operators no longer hold these positions. The stipend license incentive shall be added to the base pay hourly rate indicated in Section IV. A.
12. All employees hired on or after January 1, 2017 shall only be afforded compensation for the highest license only.

EMPLOYEES ASSOCIATION AGREEMENT

C. CONTINUING EDUCATION

The Municipal Utilities Authority shall pay reimbursement for costs of tuition, travel and materials for the courses taken which benefit the Municipal Utilities Authority and for which the Employee has received prior written approval from the Executive Director prior to actual participation.

ARTICLE TWELVE (XII) OPEN SHOP

- A. The Municipal Utilities Authority recognizes the right of any of its Public Employees to become, at his or her own free will, a member of the Employees Association.
- B. The Municipal Utilities Authority shall at the written request of the Employees Association deduct, by payroll deduction from those Employee Members of the Employees Association, the regular membership dues of the Employees Association.
- C. The Employees Association shall provide within thirty (30) days of the date of acceptance of this Agreement, and January 1st and July 31st of each succeeding year, advance written notice to the Public Employment Relations Commission, the Municipal Utilities Authority and to all employees within the unit, as shall be determined by a list of such employees and furnished to the Municipal Utilities Authority, the information necessary to compute the regular membership dues.
- D. Any challenge to the assessment by an Employee member of the Employees Association shall be filed in writing with the Public Employment Relations Commission, the Municipal Utilities Authority and the Employees Association within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason. Therefore, the burden of proof relating to the amount of the fee shall be on the Employees Association.
- E. The Municipal Utilities Authority shall deduct the fee from the earnings of the employees and transmit the fee to the Employees Association quarterly during the term of this Agreement and any successive agreement so providing.
- F. In the event the challenge is filed, the deduction for fees shall be held in escrow by the Municipal Utilities Authority pending a decision by the Public Employment Relations Commission pursuant to 34:13A-5.4 as amended. No fees shall be deducted for any employee sooner than a) the thirtieth (30th) day following notice of the amount of the fee; b) satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later; c) the tenth (10th) day following the beginning of

EMPLOYEES ASSOCIATION AGREEMENT

employment for employees entering into work in the negotiation unit from re-employment lists; d) the date of satisfactory completion of the probationary period or the completion of a three (3)-month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforementioned categories nor any employees in the employ of the Municipal Utilities Authority at the time this agreement becomes effective and have elected to be members of the Employees Association shall be required to tender the fee before the thirtieth (30th) day following the date the said agreement becomes effective.

- G. The Washington Township Municipal Utilities Authority Employees Association shall indemnify, defend and save the Municipal Utilities Authority harmless against any and all claims, damages, suits, attorneys fees, costs of litigation, including court costs and other forms of liability as may arise out of or by reason of action taken by the Municipal Utilities Authority in reliance upon the dues, fees and assessments withheld under this agreement and computation thereof submitted by the Washington Township Municipal Utilities Authority Employees Association to the Municipal Utilities Authority.

ARTICLE THIRTEEN (XIII) **ADDITIONAL BENEFITS**

A. HOSPITAL AND MEDICAL BENEFIT PROGRAM

1. The Municipal Utilities Authority shall continue to provide enrollment in the hospital and medical benefit program presently in existence or another plan that provides comparable benefits to all full time employees.
2. The Authority shall provide employees with coverage for hospital and major medical insurance through the New Jersey State Health Benefits Plan. The Authority shall have the right to substitute the insurance carrier, providing the replacement coverage is comparable to that afforded by the current carrier.
3. Beginning January 1, 2007, each current Employee shall contribute to the cost of dependent health care benefits as follows: The Employee's contribution to the cost of dependent health care benefits shall be 50% of any increase in cost over the 2006 "baseline" (The "baseline" is defined as: The cost for dependent health care benefits insurance premiums paid by the Municipal Utilities Authority for that specific Employee in 2006). Employees hired after January 1, 2006 shall not be eligible for paid dependent health care benefits. If dependent benefits are available, the Municipal Utilities Authority will allow the "new" employee to purchase such benefits at the employee's expense.
4. Any Employee on the Authority payroll as of January 1, 2006, and who is not receiving any dependent health care benefits, shall be eligible for up to

EMPLOYEES ASSOCIATION AGREEMENT

\$488.00 per month towards the cost of dependent health care benefits effective the date such enrollment for dependent health care benefits begins. All costs over and above this amount shall be subject to the condition included in paragraph 3 above.

5. Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011.

B. CLOTHING ALLOWANCE

1. The Municipal Utilities Authority will provide uniforms and cleaning through a uniform service as chosen by the Executive Director. Uniforms may include trousers, long sleeved shirts, short sleeved shirts, winter weight jacket and coveralls.
2. The Municipal Utilities Authority will not provide cleaning for any clothing not covered by a uniform service.
3. The Municipal Utilities Authority affords employees their uniform by the use of a uniform service. Employees are required to wear the provided uniforms as determined by the Municipal Utilities Authority.
3. During each calendar year of the Contract, the Municipal Utilities Authority will reimburse each Employee assigned to Field Operations up to \$300 for the purchase of safety shoes and sweatshirts that conform to the Authority's work clothes color scheme. Safety shoes and sweatshirts may be purchased at the employee's discretion, provided that no more than the stated amount is claimed for reimbursement. Each request for reimbursement must be accompanied by a sales receipt for the purchase.
4. The Municipal Utilities Authority will provide ID patches for sweatshirts purchased by the employee through the clothing allowance. ID patches will be attached to said clothing by the employee.
5. Such "standard wardrobe" shall be worn during all business and "duty" hours.

C. TOOLS

1. The Municipal Utilities Authority will furnish each new employee with a tool kit. It shall be the responsibility of the employee to keep such tools in workable condition. Tools that are broken, worn out or otherwise rendered unusable through normal wear and tear will be replaced by the Authority upon presentation of the old tool. Replacement of tools that are lost, stolen or misplaced shall be the responsibility of the employee. Excessive replacement of tools may require The Municipal Utilities Authority Board Subcommittee review.

EMPLOYEES ASSOCIATION AGREEMENT

2. The determination of the contents of each "tool kit" shall be at the discretion of the Executive Director and shall include, but not necessarily be limited to items such as: a wrench set, a socket set, pliers, screw drivers, hammers.
3. Specialized tools or equipment (such as metal locators or liquid level devices) are not included as parts of the standard "tool kit", but shall be assigned to each Department on an as needed basis.

D. BEREAVEMENT LEAVE

Each full time employee of the Municipal Utilities Authority shall be granted leave with pay, not exceeding three (3) days, in the event of death in his immediate family. The term "immediate family" for the purposes of this Agreement shall include:

1. The employee's grandparents, grandchildren, spouse, child, son or daughter in-law, parent, brother or sister.
2. The grandparent, grandchildren, child, son or daughter in-law, parent, brother or sister of his spouse.
3. A relative living under the same roof.

E. MEAL ALLOWANCE

If an employee is required to work three (3) hours before the commencement of his regular eight (8) hours shift or required to work three (3) hours after the conclusion of his regular eight (8) hour shift, the employee will be afforded a meal allowance reimbursement of \$15.00. The meal must be taken immediately before, after or during the overtime shift. The reimbursement request must include the original receipt which must specify the place of purchase, time and date.

F. DUTY PERSON CELLULAR TELEPHONE

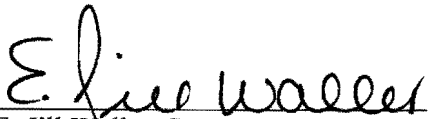
The employee working as the duty man shall carry the cellular telephone for the entire week and be available for emergency call outs. Effective February 1, 2020, the payment for duty man shall be increased to \$150.00.

EMPLOYEES ASSOCIATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

WASHINGTON TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY


E. Jill Waller, Secretary


Walter Cullen, Chairman

Dated:

Dated:

WASHINGTON TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY
EMPLOYEES ASSOCIATION


Dustin Hingel

Dated: 2-5-2020


Peter Kaltsas

Dated: 2/6/2020

SIDEBAR AGREEMENT
WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
AND
WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY EMPLOYEES
ASSOCIATION

THIS SIDEBAR AGREEMENT is made and entered into this 19th of October, 2021 by and between the Washington Township Municipal Utilities Authority (hereinafter referred to as the "Municipal Utilities Authority" and the Washington Township Municipal Utilities Authority Employees Association (hereinafter referred to as the "Association"), (collectively referred to as "the Parties").

WHEREAS, the Municipal Utilities Authority and the Association are parties to a collective negotiations agreement dated January 1, 2019 through December 31, 2022 (the "Agreement") which recognizes the Association as the exclusive bargaining representative for certain positions with the in Municipal Utilities Authority; and

WHEREAS, the parties have negotiated and agreed to hourly rates and other Agreement provisions impacted by job title changes; and

WHEREAS, the modifications of the collective negotiations agreement by this sidebar will become effective January 1, 2022; and

NOW, THEREFORE, in consideration of the mutual covenants set for the herein, the Municipal Utilities Authority and the Association agree as follows:

1. ARTICLE TWO (II) – RECOGNITION AND SCOPE

Delete "TITLE" the current table in its entirety and replace with the following:

TITLES
Operator-of-Record
Operator V
Operator IV
Operator III
Operator II
Operator I
Operator
Operator in Training (OIT)

2. ARTICLE FOUR (IV) – SALARIES

a. Delete subsection A in its entirety and replace with the following:

Base Hourly Rates during the remaining term of this Agreement shall be as follows :

Position Titles	HOURLY RATES
Operator-of-Record	\$43.03
Operator V	\$38.91
Operator IV	\$34.30
Operator III	\$31.55
Operator II	\$28.13
Operator I	\$25.40
Operator	\$22.35
Operator in Training (OIT)	\$19.48

- b. Delete subsection B in its entirety.
- c. Delete subsection C in its entirety.

3. Article V – Overtime and Special Duty

Add new subsection F as follows:

- F. The Executive Director shall yearly appoint, at the Annual Reorganization Meeting, a Safety Coordinator effective March 1st of each year.
 - 1. The Safety Coordinator shall perform all tasks necessary to comply with Local, State and Federal mandates for items such as, but not limited to, backflow preventers, oil storage tanks, on-site safety equipment (i.e. fire extinguishers, eye wash stations, etc.), personal protection equipment such as safety vests and eye wear, hazardous materials usage and storage (including Right-to-Know compliance) and any other items that the Municipal Utilities Authority may be required to comply with.
 - 2. The Municipal Utilities Authority will reimburse an employee for costs associated with the necessary licenses, certifications and training to conduct the safety activities per the guidelines of Article Eleven (XI), Section A 2 through 6.
 - 3. The Safety Coordinator shall receive an additional \$0.30 per hour during the term of the appointment.
 - 4. The appointment of the Safety Coordinator is subject to the sole discretion of the Executive Director and not subject to the grievance procedure.

4. Article IX – Longevity

Delete this section in its entirety and no there will be no further longevity paid to any employee.

5. Article XI – Operating License & Continuing Education Policy

Delete subsections A and B in their entirety and replace with:

A. PAYMENT FOR LICENSES

- 1. In the event the Licensed Water or Sewer Operator files his/her license(s) with the NJ DEP for two or more Municipal Utilities Authority water or sewer systems, he/she will receive an additional \$2.55 per hour for each subsequent filing over the first system. This incentive shall be added to the base hourly rate indicated in Section IV. A. This additional compensation shall only be applicable after one licensee covers a single Municipal Utilities Authority system.

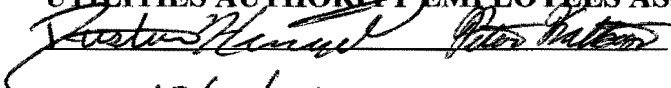
2. During his or her term of employment, the Municipal Utilities Authority will reimburse an employee for the following costs to obtain a class license in either the water or sewer utility including:
 - a. Tuition for courses at a recognized school or training program,
 - b. Materials,
 - c. Transportation for courses taken.
3. The Municipal Utilities Authority will permit the employee to use time during his or her normal scheduled work day to take course study or the examination.
4. In order to obtain reimbursement, the Employee must obtain written approval from the Executive Director prior to actual participation
5. The Municipal Utilities Authority will not pay any costs incurred by an employee for tutor assistance.
6. The Municipal Utilities Authority will pay all fees required to keep all classes of operating licenses current. It is the responsibility of the employee to comply with State renewal requirements.
6. This Sidebar Agreement is not precedent setting.
7. The salary and terms of this Sidebar Agreement shall become effective January 1, 2022.

**WASHINGTON TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**



Dated:

**WASHINGTON TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY EMPLOYEES ASSOCIATION**



Dated: 10/19/21

SIDEBAR AGREEMENT
WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
AND
WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY EMPLOYEES
ASSOCIATION

THIS SIDEBAR AGREEMENT is made and entered into this 19th of October, 2021 by and between the Washington Township Municipal Utilities Authority (hereinafter referred to as the "Municipal Utilities Authority" and the Washington Township Municipal Utilities Authority Employees Association (hereinafter referred to as the "Association"), (collectively referred to as "the Parties").

WHEREAS, the Municipal Utilities Authority and the Association are parties to a collective negotiations agreement dated January 1, 2019 through December 31, 2022 (the "Agreement") which recognizes the Association as the exclusive bargaining representative for certain positions with the in Municipal Utilities Authority; and

WHEREAS, the parties have negotiated and agreed to hourly rates and other Agreement provisions impacted by job title changes; and

WHEREAS, the modifications of the collective negotiations agreement by this sidebar will become effective January 1, 2022; and

NOW, THEREFORE, in consideration of the mutual covenants set for the herein, the Municipal Utilities Authority and the Association agree as follows:

1. ARTICLE TWO (II) – RECOGNITION AND SCOPE

Delete "TITLE" the current table in its entirety and replace with the following:

TITLES
Operator-of-Record
Operator V
Operator IV
Operator III
Operator II
Operator I
Operator
Operator in Training (OIT)

2. ARTICLE FOUR (IV) – SALARIES

a. Delete subsection A in its entirety and replace with the following:

Base Hourly Rates during the remaining term of this Agreement shall be as follows :

Position Titles	HOURLY RATES
Operator-of-Record	\$43.03
Operator V	\$38.91
Operator IV	\$34.30
Operator III	\$31.55
Operator II	\$28.13
Operator I	\$25.40
Operator	\$22.35
Operator in Training (OIT)	\$19.48

- b. Delete subsection B in its entirety.
- c. Delete subsection C in its entirety.

3. Article V – Overtime and Special Duty

Add new subsection F as follows:

- F. The Executive Director shall yearly appoint, at the Annual Reorganization Meeting, a Safety Coordinator effective March 1st of each year.
 - 1. The Safety Coordinator shall perform all tasks necessary to comply with Local, State and Federal mandates for items such as, but not limited to, backflow preventers, oil storage tanks, on-site safety equipment (i.e. fire extinguishers, eye wash stations, etc.), personal protection equipment such as safety vests and eye wear, hazardous materials usage and storage (including Right-to-Know compliance) and any other items that the Municipal Utilities Authority may be required to comply with.
 - 2. The Municipal Utilities Authority will reimburse an employee for costs associated with the necessary licenses, certifications and training to conduct the safety activities per the guidelines of Article Eleven (XI), Section A 2 through 6.
 - 3. The Safety Coordinator shall receive an additional \$0.30 per hour during the term of the appointment.
 - 4. The appointment of the Safety Coordinator is subject to the sole discretion of the Executive Director and not subject to the grievance procedure.

4. Article IX – Longevity

Delete this section in its entirety and no there will be no further longevity paid to any employee.

5. Article XI – Operating License & Continuing Education Policy

Delete subsections A and B in their entirety and replace with:

A. PAYMENT FOR LICENSES

- 1. In the event the Licensed Water or Sewer Operator files his/her license(s) with the NJ DEP for two or more Municipal Utilities Authority water or sewer systems, he/she will receive an additional \$2.55 per hour for each subsequent filing over the first system. This incentive shall be added to the base hourly rate indicated in Section IV. A. This additional compensation shall only be applicable after one licensee covers a single Municipal Utilities Authority system.

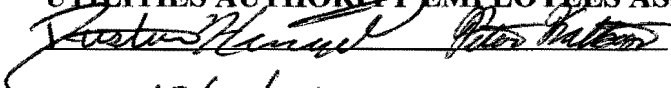
2. During his or her term of employment, the Municipal Utilities Authority will reimburse an employee for the following costs to obtain a class license in either the water or sewer utility including:
 - a. Tuition for courses at a recognized school or training program,
 - b. Materials,
 - c. Transportation for courses taken.
3. The Municipal Utilities Authority will permit the employee to use time during his or her normal scheduled work day to take course study or the examination.
4. In order to obtain reimbursement, the Employee must obtain written approval from the Executive Director prior to actual participation
5. The Municipal Utilities Authority will not pay any costs incurred by an employee for tutor assistance.
6. The Municipal Utilities Authority will pay all fees required to keep all classes of operating licenses current. It is the responsibility of the employee to comply with State renewal requirements.
6. This Sidebar Agreement is not precedent setting.
7. The salary and terms of this Sidebar Agreement shall become effective January 1, 2022.

**WASHINGTON TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**



Dated:

**WASHINGTON TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY EMPLOYEES ASSOCIATION**



Dated: 10/19/21
