

CONTRACT AGREEMENT

BETWEEN

DEPTFORD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

DISTRICT COUNCIL 71, LOCAL 3303D

Effective:

February 1, 2010 to January 31, 2013

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - VACATION LEAVE	2
ARTICLE 3 - SICK LEAVE	4
ARTICLE 4 – HOLIDAYS	7
ARTICLE 5 - SALARIES	9
ARTICLE 6 - LONGEVITY PAY	10
ARTICLE 7 - INSURANCE PROTECTION	11
ARTICLE 8 - LEFT BLANK INTENTIONALLY	12
ARTICLE 9 - UNIFORM/CLOTHING ALLOWANCE	13
ARTICLE 10 -WORKWEEK	14
ARTICLE 11 - SENIORITY	16
ARTICLE 12 - MATERNITY LEAVE	16
ARTICLE 13 - UNION BUSINESS	16
ARTICLE 14 - STRIKES AND LOCKOUTS	17
ARTICLE 15 - MANAGEMENT RIGHTS	18
ARTICLE 16 - GRIEVANCE PROCEDURE	19
ARTICLE 17 - DUES DEDUCTION & AGENCY SHOP	22
ARTICLE 18 - SAVINGS CLAUSE	22
ARTICLE 19 - NOTIFICATION PROVISIONS	22
ARTICLE 20 – DURATION	23
ARTICLE 21 - MISCELLANEOUS PROVISIONS	23
ARTICLE 22 - PARITY OF SALARY	24

ARTICLE 1 – RECOGNITION

1:1 Pursuant to Chapter 123, Public Laws of 1974, the Deptford Township Municipal Utilities Authority hereby recognizes the Deptford Township Municipal Utilities Authority Employees Union, Affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 71, Local 3303D, as the exclusive representative for the purposes of collective negotiations concerning terms and conditions of employment for the following employees:

1:1.1 INCLUDING: Clerk, Clerk Typist, Account Clerk, Senior Account Clerk, Principal Account Clerk, Laborer, Laborer/Landscape, Pump Station Attendant, Pump Station Operator, Senior Pump Station Operator, Water Meter Inspector/Reader, Water Meter Reader/ Repairer, Senior Water Meter Repairer, Senior Maintenance Repairer, Mechanical Maintenance Repairer, Water/Sewer Repairer, Senior Water/Sewer Repairer and Heavy Equipment Operator.

1: 1.2 BUT EXCLUDING: Executive Director, Comptroller, Office Supervisor, Water & Sewer Utilities Superintendent, Supervisor Water/Supervisor Sewer, Senior Clerk Typist, Secretary to the Executive Director, and any other employees of the Deptford Township Municipal Utilities Authority not specifically included in the categories set forth above.

ARTICLE 2 - VACATION LEAVE

2:1 Paid vacations will be granted during each calendar year to all eligible employees. The amount of vacation will be determined by the length of service and amount of vacation time accrued in accordance with N.J.A.C. 4A: 6-1.2(b) through (h). Vacation leave will be provided in accordance with the following schedule based upon years of service:

	<u>Office Staff</u>	<u>Field Staff</u>
Up to and through the first year of service	7 Hrs./ month	8 Hrs./ month
Beginning the first day of the second year through the fourth year	84 Hours	96 Hours
Beginning the first day of the fifth year through the ninth year	105 hours	120 Hours
Beginning the first day of the tenth year through the fourteenth year	140 Hours	160 Hours
Beginning the first day of the fifteenth year and for every year thereafter	175 Hours	200 Hours

2:2 Each employee, whether provisional or permanent, hired before February 1, 2010 will accrue vacation at the rate described in Paragraph 2:1. Employees, whether provisional or permanent, hired February 1, 2010 and thereafter will have their vacation capped at 140 hours for Office Staff and 160 hours for Field Staff.

2:3 In any calendar year where vacation may not be taken or granted, such vacation leave shall accumulate and shall be granted and used during the next calendar year only. Vacation leave accrued from a prior year will be used first by an employee for purposes of calculating available vacation leave during any calendar year.

2:4 Vacation schedules must be approved by the Executive Director or his/her designee.

All employees shall submit their requests for vacation periods to the Executive Director' office by April 1st of each year approval shall be based on workload and seniority. At all times, not more than four (4) field personnel and not more than 50% from the same job classification; nor more than one (1) office employee from the same shift, shall be approved for the same vacation period. Further, vacation requests of five or more consecutive days will receive preference over vacation requests of four days or less in any workweek for field personnel and requests of three days or less in any workweek for office personnel.

The Executive Director or designee will inform each employee by April 15th of the action taken on their vacation request. Vacations as approved in April will only be cancelled due to an emergency declared by the federal, state or local government.

2:5 Temporary and seasonal employees will not be eligible for vacation benefits.

2:6 An employee who leaves employment shall receive pay for all unused, earned vacation time. An employee who leaves employment shall reimburse the Authority for any unearned vacation leave taken during the calendar year.

2:7 Upon the death of an employee, unused, earned vacation leave shall be paid to the employee's estate.

2:8 Vacation leave may be taken in hourly increments.

After April 16th of each year, employees shall provide the Supervisor with at least one (1) week notice for requests for four (4) days of vacation or more. Employees shall provide at least two (2) days notice for requests for vacation of three (3) days or less. Any vacation requests are subject to approval based on applicable provisions in Article 2.2 of this Agreement.

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ARTICLE 3 - SICK LEAVE

3:1 Sick leave is defined to mean absence from duty by an employee because of illness to that employee, accidental injury to that employee or exposure of that employee to contagious disease. Each employee will be permitted two (2) sick occurrences per year, for family emergency only. The Employee shall use vacation or personal time, if needed, for family illness after second occurrence.

3:2 Accumulation of sick leave shall be as follows:

3:2.1 From the initial month of employment and up to the end of the first calendar year of service, office employees shall be credited with seven (7) hours for each month of service and field employees shall be credited with eight (8) hours for each month of service. Each year thereafter, each office employee shall be granted one hundred and five (105) hours per year and each field employee shall be granted one hundred and twenty (120) hours per year. Unused sick leave shall accumulate from year to year without limit and such employee shall be entitled to such accumulated sick leave of absence with pay, if and when needed.

3:2.2 Part-time employees shall be entitled to a proportionate amount of sick leave.

3:2.3 Temporary or seasonal employees are not eligible for any sick leave benefits.

3:3 Notice of sickness must be given by an employee to his/her proper Supervisor prior to his/her work reporting time on the first day of his/her absence due to sickness. Such notification may be provided by telephone by such employee or his/her designee.

3:4 Certificates obtained from family physicians are acceptable and the Authority may, at its sole discretion, cause a medical examination of the employee to be conducted by a medical doctor of its choice subsequent to five (5) days illness and sick leave provided, however, that such employee is not incapacitated and admitted into a hospital or nursing care facility.

An employee who uses sick leave the day before or after a personal, official holiday, vacation or compensatory day must produce a doctor's note with no exception. Failure to produce a valid doctor's note will result in a letter of warning of disciplinary action after the first occurrence. A second occurrence within a twelve (12) month time-period will result in disciplinary action and the suspension of pay for that sick leave before and/or after the personal holiday, vacation day, official holiday or compensatory time.

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An employee who has requested a vacation, personal or compensatory day(s) off and it has been disapproved for reasons described heretofore; and thereafter notifies his/her Supervisor he/she is sick on the day or days previously requested shall without exception provide their Supervisor with a doctor's note. Failure to produce a valid doctor's note will result in suspension of pay for that sick leave and disciplinary action.

3:5 Feigning illness or presentation of false medical certificate by an employee for purposes of avoiding reporting for duty will be considered as failure to report for work and as an unauthorized absence and the employee will be subject to disciplinary action

3:6 Sick leave may be taken in Quarter hour (15 minutes) increments for medical appointments not routinely available in the evening or weekends.

3:7 Verification of employee sick leave shall be in accordance with N.J.A.C. 4A: 6-1.4 of the Rules of the Department of Personnel and any amendments and supplements thereto. Further, the Authority may require verification where there have been four (4) or more incidents of unexcused absences (where no doctor's note is submitted) of sick leave of any duration in ninety (90) calendar days. Except in those cases where an illness is of chronic or recurring nature causing absences of one (1) day or less and for which acceptable medical documentation has been submitted. Further, where an employee has established a pattern of absenteeism (for example on Mondays and/or Fridays) a stricter standard may be applied by the Authority and verification may be required. Consecutive days of illness shall count as one (1) incident.

3:8 Records of sick leave accrued and utilized shall be maintained by the designated agent-employee of the Authority and the individual employee.

3:9 Any office employee who has accumulated one-hundred and eighty-two (182) or more sick hours, may sell back up to a maximum of thirty-five (35) hours, but must not have less than a minimum of one-hundred and seventy-five (175) hours remaining. Any field employee who has accumulated two-hundred and eight (208) or more sick hours, may sell back up to a maximum of forty (40) hours, but must not have less than a minimum of two-hundred (200) hours remaining.

3:10 In the event of death of spouse, domestic partner, parents, children, brother or sister of the employee, bereavement leave of five (5) days with pay may be permitted an employee.

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3:11 In the event of the death of a grandparent or grandchild employees, bereavement leave of three (3) days with pay may be permitted an employee. Further, in the event of the death of a niece, nephew, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law or grand niece/nephew bereavement leave of one (1) day with pay may be permitted an employee.

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ARTICLE 4 – HOLIDAYS

4:1 The Authority will provide thirteen (13) paid holidays in each calendar year as identified within Paragraphs 4:2 and 4:3 herein below

4:2 The holidays listed below are established as paid holidays:

- | | |
|-------------------------------|---------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | General Election Day |
| President's Birthday | Veteran's Day |
| Good Friday | Thanksgiving |
| Memorial Day | Friday after Thanksgiving |
| Fourth of July | Christmas Day |
| Labor Day | |

4:3 In addition to the paid holidays listed above in Paragraph 4:2, all employees shall be permitted three (3) paid personal days that may be taken in Quarter hour (15 minute) increments, in accordance with Paragraph 4:7 below, during each calendar year and to be used by December 31st of each year. Personal days can be used in an emergency by reporting off duty one (1) hour prior to or after the start of the shift to a Supervisor. The Union, at the beginning of each fiscal year, may request to use one (1) personal day as a floating holiday for all its members and such day shall be approved by the Authority.

4:4 When an established holiday falls on the sixth or seventh day of a regular workweek, it will be observed in accordance with the nationwide observance of that holiday.

4:5 Should recognized holidays fall within an employee's vacation period; it will not be charged as a day's vacation.

4:6 Holiday time shall not be paid any employee who is in a non-pay status, Disability, Workmen's Compensation or leave without pay for the full week in which the holiday falls. Holiday time will not be paid any employee who fails to work on both the scheduled workdays immediately preceding and following the holiday.

4.7 When the personal holiday may conflict between two or more employees, the earlier of the written notifications will be considered. If the scheduled workload on the day selected will not permit the approval of the Executive Director, then an alternative day may be selected for approval by the employee.

4.8 Days to celebrate the holidays for purposes of this agreement are listed below.

- A. The exact day in which the holiday falls on the calendar, or
- B. The nationwide observance of the holiday as outlined in paragraph 4:2:

New Year's Day	(A)
Martin Luther King's Birthday	(B)
President's Birthday	(B)
Good Friday	(A)
Memorial Day	(B)
Fourth of July	(A)
Labor Day	(B)
Columbus Day	(B)
General Election Day	(A)
Veteran's Day	(A)
Thanksgiving Day	(A)
Friday after Thanksgiving	(A)
Christmas Day	(A)

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ARTICLE 5 – SALARIES

5.1 Salaries for the term of this contract ending January 31, 2013 are as set forth in Exhibit A hereto for employees covered under this Agreement.

Year 2010 2.5% increase to base salary

Year 2011 2.5% increase to base salary

Year 2012 2.5% increase to base salary

5.2 The Authority will pay renewal cost for a valid Commercial Drivers License (CDL) held by an employee above the cost of a regular New Jersey driver's license.

5.3 Base annual salary is defined as follows for purpose of this contract.

All employees who were on the payroll of the Authority as of February 1, 2002 and continuously thereafter, the base annual salary shall be salary scale as shown on Exhibit A attached to this agreement plus longevity as described heretofore.

Any employee hired by the Authority after February 1, 2002, the annual base pay shall be as shown on Exhibit A attached to this agreement.

5.4 Overtime shall be based on the salary scale as shown on Exhibit A attached to this agreement.

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ARTICLE 6 – LONGEVITY

6.1 An eligible employee will receive longevity pay in accordance with the schedule listed below. An eligible employee is intended to mean for the purpose of this Agreement, an employee who was on the Authority payroll as of February 1, 2002 and continuously thereafter.

SCHEDULE

<u>Years of Service*</u>	<u>Percentage of Base Pay</u>
Commencing at beginning of 5 th year to end of 7 th year	2 % (percent)
Commencing at beginning of 8 th year to end of 10 th year	3 % (percent)
Commencing at beginning of 11 ^h year to end of 14 th year	5% (percent)
Commencing at beginning of 15 th year to and above	6% (percent)

* Years of service is calculated from date of hire

6.2 An employee hired after January 31, 2002 is not eligible to receive longevity pay.

6.3 Longevity pay will be in the employee's regular scheduled paycheck.

6.4 Longevity will be pro-rated for any year the employee become eligible for longevity or change in percentage.

ARTICLE 7 - INSURANCE PROTECTION

7.1 A health, accident, major medical and hospitalization plan and insurance plan equivalent to the New Jersey State Health Benefits Program existing January 1, 2010 will be provided to the employee, spouse and dependents together with a dental and vision plan. The plans will remain in full force and effect during the term of this Agreement.

7:2 Employees with a minimum of 25 years with the Authority and a minimum age of 55 years, and the years of employment plus the age must total 81 years, prior to retirement, will receive continued medical coverage for the employee and spouse until the employee attains age 65. Benefits for dependents, other than the spouse, are available for purchase.

7:3 The Authority will provide each employee, while employed, with Life Insurance in the amount of \$10,000.00.

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ARTICLE 9 – UNIFORM/ CLOTHING ALLOWANCE

9.1 Those employees enumerated in Section 1: 1.1 herein above, exclusive of Office employees therein listed, that Operations employees only are subject to uniform and clothing requirements and shall be provided at the expense of the Authority. Said uniforms shall be cleaned at the expense of the employee. New employees shall receive an initial issue of the maximum standard allowance of uniforms and jackets within a reasonable time from date of their employment as described below:

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

Operations employees may wear blue jeans as part of the uniform purchased at the employee's expense instead of uniform pants supplied by the Authority.

Uniforms and jackets for all other employees shall be replaced in consideration of normal wear as determined by a Supervisor survey or inspection once a year, not to exceed the maximum standard annual allowance of \$250.00. As an option, employees may trade standard uniforms and jackets for approved specialty type of clothing (Coveralls or Bib overalls), as long as trade is of less or equal cash value.

An annual shoe allowance shall be provided to employees who are entitled to uniforms and jackets. This shoe allowance will permit the employee to purchase work shoes and the Authority shall reimburse the employee up to \$200.00 in any one (1) year. There is no limit upon the number of shoes, which can be purchased, but the allowance is limited to \$200.00 per year.

Any employee spending in excess of the clothing allowance within the fiscal year shall have the option to reimburse the Authority by a payroll deduction. All orders must be placed through the Authority by April 1st.

9:2 All employees must report to work in a presentable fashion and be clean and neat in appearance. Employees shall be sent home without pay for that day if they do not comply.

ARTICLE 10 – WORKWEEK

10:1 The Authority agrees that the normal week for Operations employees covered by this Agreement shall be forty-(40) hours, exclusive of a one-half hour unpaid lunch period. However the workweek for Office personnel described hereto shall be thirty-five (35) hours per week based on either a four (4) day work week of eight and three-quarters (8.75) hours per day exclusive of (3/4) hour unpaid lunch period or a five (5) day work week based on seven (7) hours per day exclusive of one (1) hour unpaid lunch period.

10:2 Employees other than managerial employees who are required to work overtime will be paid a premium in addition to the regular straight time rate of pay.

10:2.1 For the purposes of this Agreement the term "workday" means twenty-four (24) consecutive hours and the term "workweek" means one hundred sixty-eight (168) consecutive hours, i.e., seven (7) consecutive workdays.

10:2.2 Time worked in excess of forty (40) hours in one workweek for Operations personnel and thirty-five (35) hours for Office personnel will be considered as overtime and paid for at one and one-half (1 1/2) times the sum of the employee's salary scale as shown on Exhibit A attached hereto.

10:2.3 Holidays to which an employee is entitled pursuant to Article 4 will be considered as time worked in the computation of overtime applicable to Paragraph 10:2.2 above. Work performed on a holiday, which occurs in a regularly scheduled workweek, will be paid for as overtime in addition to normal holiday pay.

10:2.4 Vacation time and sick leave actually taken during the workweek will be considered as time worked in the computation of overtime applicable to paragraph 10:2.2 above.

10:2.5 Unauthorized or authorized leave time (excluding sick leave) will not be considered as time worked in the computation of overtime applicable to paragraph 10:2.2.

10:2.6 Employees will not work overtime unless directed to do so by the Executive Director or his/her representative or on his own initiative in the event of emergencies.

10:2.7 All employees in Operations will be on 24-hour emergency call and may be required to work on any emergency that may arise.

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10:2.8 Any employee working overtime shall have the option of earning compensatory time equal to one and one-half their regular hours worked. All employees are to use the compensatory time within one hundred eighty (180) days from date earned and all earned compensatory time must be used by December 1st.

10:2.9 Work schedule is the sole prerogative of the Authority and the Union recognizes the authority provided the hours are set consecutively in the schedule for a normal workday.

Operational hours – 7:00 AM to 3:30 PM except during the week of monthly water service shut-off, employee (s) will be assigned on as needed basis at least two (2) days, the employee (s) will work from 8:00 AM to 4:30 PM. The Superintendent must approve any changes to the rotating emergency on-duty man schedule.

Office hours – 7:30 AM to 5:00 PM except the employee working seven hours per day is 8:30 AM to 4:30 PM.

10:3 An employee assigned to emergency on-duty shall be paid \$300.00 for the week assigned. Emergency on-duty time shall be defined to mean the period from 3:30 PM Friday through the following Friday 7:00 AM. An employee on emergency on-duty shall, in addition to the \$300.00 allowance per week, be paid his rate of pay for any time actually worked and receive \$50.00 pay for any Holiday that may occur in that week. The Superintendent must approve any changes to the rotating emergency on-duty man schedule.

10:4 If an employee is required to commence work or continue to work more than two and one-half (2 1/2) hours before or beyond the scheduled hours of work, he/she shall be entitled to a meal paid for by the Authority and eaten on Authority time only if the employee is to continue to work after the meal. A reasonable time shall be provided to eat the meal.

In any event, the cost of the meal or the reimbursement shall be no more than SEVEN DOLLARS AND FIFTY CENTS (\$7.50) per meal.

10:5 The Authority agrees to continue to recognize the current Person in Charge (PIC) to fill in for the Supervisor on an "As Need Basis" in his/her absence. The Person in Charge (PIC) shall receive a stipend salary of \$750 per year for this position. This amount shall be part of the PIC annual salary. Should this position become vacant the Superintendent with the approval of the

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Executive Director shall fill the position by seniority and ability to direct the crews in a safe and efficient manner.

10:6 The Authority agrees to create two (2) new categories of Fill in Operator (FIO) to fill in for the Heavy Equipment Operator on an "As Need Basis" in his/her absence. The Fill in Operators (FIO) shall receive a stipend salary of \$750 per year for this position. This amount shall be part of the FIO salary. The Superintendent with the approval of the Executive Director shall fill these two (2) positions by seniority and ability to operate the backhoe in a safe and efficient manner.

ARTICLE 11 – SENIORITY

The Authority and Union agree to abide by Department of Personnel Rules and Regulations relative to separation and recall. The employer shall provide a list of employees with overtime worked upon reasonable request by the Union.

ARTICLE 12 - MATERNITY LEAVE

The Authority and Union agrees that maternity leave shall conform to statutes and Department of Personnel Rules and Regulations.

ARTICLE 13 - UNION BUSINESS

The Authority agrees that one (1) Steward (Chairman) may use up to one (1) hour per month of work time to conduct legitimate Union business, providing such time does not interfere with the operations of the Authority. The Steward may apply to the Executive Director for additional time off for legitimate Union business, not to exceed a total of two (2) additional hours per month. Such requests shall be at the discretion of the Executive Director.

One (1) Steward (Chairman), union designee shall be released with pay to attend Council 71's tri-monthly Executive Board Meeting or Special Meetings of Council 71. Two weeks notice will be given to the Executive Director of the Municipal Utilities Authority. The Steward shall submit written documentation of attendance to the Executive Director to receive pay for the time.

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ARTICLE 14 - STRIKES AND LOCKOUTS

14:1 Both parties recognize the desirability of continuous and uninterrupted operation of the Authority during the year, and the avoidance of disputes, which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Union accordingly agrees, during the period of this Agreement, that it will not, nor will any persons acting in its behalf, 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 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) for any purpose whatsoever.

14:2 The above is interpreted that: The Union shall be held liable in damages for "wild cat" strikes, unless the Union in writing immediately disavows the strike and notifies the strikers to return to work.

14:3 In the case of a strike, the Authority in accordance with New Jersey Statutes may dismiss the striking employees whose services are deemed essential to the health and welfare of the residents of Deptford Township.

14:4 The Union agrees that any strike is a breach of Contract and that such act removes all impediment from and permits the Authority to dismiss or otherwise discipline employees taking part in that breach of contract.

14:5 The Authority agrees that during the duration of this Agreement it will not lock out employees.

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ARTICLE 15 - MANAGEMENT RIGHTS

15:1 The Authority, on its own behalf and on behalf of the taxpayers hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

15:1.1 To exercise executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees:

15:1.2 To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotions; and to promote and transfer all such employees.

15:2 The exercise of the foregoing powers, right, authority, duties and responsibilities by the Authority, the adoption of 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 the State of New Jersey, and the Constitution and laws of the United States.

15:3 Nothing contained herein shall be considered to deny or restrict the Authority of its rights, responsibilities, and authority under the New Jersey laws or any other national, state, county, district or local laws or regulations.

15:4 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

15:5 Nothing in this Agreement which changes pre-existing Authority Policy, rules or regulations shall operate retroactively unless expressly so stated including any past practices. The parties agree that employees shall continue to serve under the direction of the Executive Director of the Authority and in accordance with Administrative Policies, Rules and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

ARTICLE 16 - GRIEVANCE PROCEDURE

16:1 A "grievance" shall mean a complaint by an employee or employees because of a violation, misinterpretation or inequitable application of this Agreement. A grievance, to be considered under this procedure, must be initiated by the employee(s) within fifteen (15) workdays from the time when the employee knew of its occurrence.

Throughout this Article, the word "workday" shall be defined as those days that the Authority is regularly opened for business.

16:2 PURPOSE: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

16:3 PROCEDURE: Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit 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 acceptance of the decision rendered at that step.

16:4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable Rules and Regulations of the employer until such grievance and any effect thereof shall have been fully determined.

16:5 EXTENSION OF TIME: Where evidence of hardship would result from compliance with the time regulations set forth in the following levels, a written request for an extension of time at any one of the levels in this Grievance Procedure shall be recognized. The period of extension of time shall be limited to fifteen (15) workdays.

16:6 LEVEL ONE: Any employee who has a grievance shall discuss it first with his/her immediate Supervisor in an attempt to resolve the matter informally at that Level.

16:7 LEVEL TWO: If, as a result of the discussion, the matter is not resolved to the satisfaction of the Grievant within five (5) workdays, he/she shall set forth his/her grievance in writing to his/her immediate Supervisor specifying the nature of the grievance and the resolution sought. The immediate Supervisor shall communicate his/her decision in writing to the Grievant within five (5) workdays of receipt of the written grievance.

16:8 LEVEL THREE: The Grievant, no later than five (5) workdays after receipt of the immediate Supervisor's decision, may appeal that decision to the Executive Director. The appeal to the Executive Director must be made in writing reciting the matter submitted to the immediate Supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The Executive Director shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) workdays. The Executive Director shall communicate his/her decision in writing to the employee and to the employee's immediate Supervisor.

16-9: LEVEL FOUR: If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) workdays after receipt of the Executive Director's decision, may request a review by the Deptford Township Municipal Utilities Authority Board of Directors. The request shall be submitted in writing through the Executive Director, who shall attach all related papers and forward the request to the Board. The Board or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) workdays of receipt of the grievance.

16:10 No claim by an employee shall constitute a grievable matter beyond Level four or be processed beyond Level Four, if it pertains to any matter for which a method of review is prescribed by law, or any rule or regulation of the Department of Personnel, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.

16:11 If the employee is dissatisfied with the decision of the Board and only if the grievance pertains to a violation of this Agreement between the Board and the Union, the employee may request the appointment of an Arbitrator. Such request to be made known to the Executive Director by certified mail, return receipt, no later than fifteen (15) workdays after the decision, in writing, of the Board.

16:12 An employee, in order to process his/her grievance beyond Level Four, must have his/her request for such action accompanied by the written recommendation for such action by the Union, who shall represent the Grievant at the Arbitration level.

16:13 Such request can be honored only if the grievant or grievants and the organization representing them, waive the right, if any, in writing, of said grievant or grievants and the

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organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

16:14 The Representative may within thirty-(30) workdays proceed to Arbitration. Subject matters that are grievable and arbitrable shall be submitted to Arbitration Pursuant to the Rules and Regulations of the Public Employment Relations Commission. The Arbitrator shall restrict his/her inquiry to the standard established by the Agreement only and his/her decision shall be final and binding on both parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

16:15 COST OF ARBITRATION: Each party shall bear the total cost incurred by themselves. The fees and expenses of the Arbitrator are the only costs, which shall be shared by both parties, and shall be shared equally.

16:16 Where grievance proceedings are mutually scheduled by the parties during work time, persons proper to be present shall suffer no loss in pay.

16:17 MISCELLANEOUS: Commencing with Level Two of the Grievance Procedure the Grievant may be represented by a representative selected or appointed by the Union. The Union shall be appraised of all formal grievances commencing with level two. Such appraisal shall be made by both parties submitting carbon/xerox copies of the documents submitted pertaining to the grievance in question. Such submission shall take place as follows:

Grievant shall submit such copies simultaneously to the recipient designated in the Grievance Procedure and to the Union's designee.

16:18 This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not such matters may continue to be the subject of disputes.

16:19 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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ARTICLE 17 - DUES DEDUCTION & AGENCY SHOP

The Authority agrees to deduct in accordance with the law and as designated by the Union, provided a signed authorization card for each employee has been filed with the Executive Director.

The monies deducted at the direction of employees shall be mailed to Council 71 or the local union as directed according to a schedule agreed to by the Authority and union. A sample of the dues deduction is set forth herein as part of this Article.

The Authority agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority Representative in the same manner as dues are.

The fair share deduction shall commence for each employee who elects not to become a member of the Union within thirty (30) days after commencement of work.

The fair share fees for services rendered by the Union shall be in the amount equal to the regular membership dues less the costs of benefits financed through dues and available only to members of the Union, but in no event shall the fee exceed eighty- five percent (85%) of the regular member dues, fees and assessments.

ARTICLE 18 - SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State or Department of Personnel rule or regulation or law, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement. However, such provisions as are ruled to be illegal or unenforceable shall be deemed to have been struck from this Agreement.

ARTICLE 19 - NOTIFICATION PROVISIONS

19:1 Copies of this Agreement shall be printed or mimeographed at the expense of the Union, and distributed to the members of the bargaining unit promptly.

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19:2 Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:

To the Authority at: Deptford Township MUA
P.O. Box 5506
Deptford, New Jersey 08096

To the Union's Designated Steward at: An address registered with the Authority.
All changes in this address shall be immediately registered with the Authority.

ARTICLE 20 – DURATION

This Agreement is effective as of February 1, 2010 and shall continue in full force and effect until January 31, 2013, on which date it shall expire unless mutually extended by the parties hereto. Negotiations for a successor agreement to this Agreement shall begin not later than October 1, 2012 upon the request of either of the parties to this Agreement.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

21:1 During the term of this Agreement no employee covered hereby shall be granted a salary increase unless same represents a title change or a Department of Personnel promotion or upgrading. The Union through its local agents shall be notified of any title change and provided a list of those employees being considered by management for the title prior to any placement. Notice herein shall be intended to mean a period of time no less than seven (7) days.

21:2 Upon a covered employee's separation from employment by reason of retirement or death, such employee or heirs or assigns shall be paid one-half (1/2) of his/her regular hourly rate of pay for sick leave accumulated upon the records of the Authority up to a maximum of \$17,000.00. For purposes of this Agreement, "retirement" shall mean separation from employment under such terms and conditions where monthly retirement benefits are payable to an employee under the provisions of the New Jersey Public Employees Retirement System. Retirement shall not be construed to mean involuntary separation from employment or voluntary

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separation under conditions where a covered employee is not entitled to retirement benefits as herein above defined.

21:3 Military duty for field training with Military Reserves or the National Guard shall be granted as may be required by law and shall not count as accrued vacation or sick leave.

21:4 The N.J. State Temporary Disability Plan shall be maintained by the Authority, in accordance with law, during the duration of this Agreement.

21:5 The provisions of this Contract shall not apply to any person who is not employed by the Authority on the Agreement's date set forth on the cover page of this Agreement.

ARTICLE 22 - PARITY OF SALARY

22:1 Any employee upon achieving provisional or permanent status will immediately receive the salary in step one (1) in that job title as shown on EXHIBIT A. On each anniversary date thereafter, the salary shall be adjusted to the next step for the year indicated. If Step one (1) salary is less than employee's current salary, that employee will immediately go to step equal to their existing salary but not less than their existing salary.

If a new job position is created during the duration of this contract, the union requests to be consulted in setting the salary range.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers, all on the day and year first above written.

ATTEST:


DEPTFORD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

Date: 1-19-10

BY: 

Daniel Reed, Treasurer

Date: 1-19-10


BY: 

Charles Kirchner, Asst. Treasurer

ATTEST:

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO DISTRICT COUNCIL 71, LOCAL 3303D

Date: 1-26-2010

BY: 

Marge Howardell, Staff Representative

Date: 1/26/10

BY: 

Joseph Connelly, Co-Chairperson Local
3303D

Date: 1/26/10

BY: 

Georgeann Courtney, Co-Chairperson Local
3303D

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1/26/10

EXHIBIT A as of 12-17-2009

DEPTFORD TOWNSHIP MUA - SALARY RANGE FOR CLASSIFIED POSITIONS for UNION EMPLOYEES

	2009	2.5% 2010	2.5% 2011	2.5% 2012
CLERK - 01245	\$22,503.67	\$23,066.26	\$23,642.92	\$24,233.99
ACCOUNT CLERK - 00001	\$25,328.08	\$25,961.28	\$26,610.31	\$27,275.57
Barbara 12/18/09	\$26,817.97	\$27,488.42	\$28,175.63	\$28,880.02
	\$29,797.75	\$30,542.69	\$31,306.26	\$32,088.92
SENIOR ACCOUNT CLERK - 03165	\$30,599.12	\$31,364.10	\$32,148.20	\$32,951.91
Jill; Cathy; Liz (3/21/07)	\$34,438.62	\$35,299.59	\$36,182.08	\$37,086.63
Title Code 03165	\$38,265.56	\$39,222.20	\$40,202.75	\$41,207.82
PRINCIPAL ACCOUNT CLERK - 02755	\$35,850.14	\$36,746.39	\$37,665.05	\$38,606.68
Lorraine; Georgeann	\$40,332.51	\$41,340.82	\$42,374.34	\$43,433.70
Alice Mantici ; Kristi (11-09)	\$44,812.35	\$45,932.66	\$47,080.98	\$48,258.00
Title Code 02755				
LABORER - 02248	\$30,000.29	\$30,750.30	\$31,519.05	\$32,307.03
	\$33,750.48	\$34,594.24	\$35,459.10	\$36,345.58
	\$35,624.95	\$36,515.57	\$37,428.46	\$38,364.17
	\$37,500.67	\$38,438.19	\$39,399.14	\$40,384.12
PUMP STATION OPERATOR- 02945	\$38,653.03	\$39,619.36	\$40,609.84	\$41,625.09
Tom M.; Denis L.; Rob S.,	\$43,483.87	\$44,570.97	\$45,685.24	\$46,827.37
R. Meekins 9/18/07	\$45,899.30	\$47,046.78	\$48,222.95	\$49,428.53
Title Code 02945	\$48,299.62	\$49,507.11	\$50,744.79	\$52,013.41
SENIOR PUMP STATION OPERATOR	\$40,684.75	\$41,701.87	\$42,744.42	\$43,813.03
Bill B.	\$45,845.20	\$46,991.33	\$48,166.11	\$49,370.27
Title Code 03544	\$48,314.72	\$49,522.59	\$50,760.65	\$52,029.67
	\$50,857.20	\$52,128.63	\$53,431.85	\$54,767.64
WATER METER INSPECTOR/READER	\$33,730.52	\$34,573.78	\$35,438.13	\$36,324.08
Title Code 05749	\$34,742.43	\$35,610.99	\$36,501.27	\$37,413.80
	\$35,784.71	\$36,679.33	\$37,596.31	\$38,536.22
	\$36,858.24	\$37,779.70	\$38,724.19	\$39,692.29
WATER METER READER/REPAIRER	\$34,893.64	\$35,765.98	\$36,660.13	\$37,576.63
Title Code 05747	\$35,940.45	\$36,838.96	\$37,759.94	\$38,703.93
	\$37,018.66	\$37,944.13	\$38,892.73	\$39,865.05
	\$38,129.22	\$39,082.45	\$40,059.51	\$41,061.00
SENIOR WATER METER REPAIRER	\$38,642.97	\$39,609.04	\$40,599.27	\$41,614.25
John S.;	\$40,411.76	\$41,422.05	\$42,457.61	\$43,519.05
Title Code 03642	\$42,656.59	\$43,723.00	\$44,816.08	\$45,936.48
	\$44,901.68	\$46,024.22	\$47,174.83	\$48,354.20
SENIOR MAINTENANCE REPAIRER	\$42,720.25	\$43,788.26	\$44,882.96	\$46,005.04
	\$48,061.86	\$49,263.41	\$50,494.99	\$51,757.37
Title Code 03425	\$50,731.40	\$51,999.69	\$53,299.68	\$54,632.17
	\$53,400.94	\$54,735.96	\$56,104.36	\$57,506.97
MECHANICAL MAINTENANCE REPAIRER	\$41,357.80	\$42,391.75	\$43,451.54	\$44,537.83
Maintenance Repairer/Mechanic	\$46,527.05	\$47,690.23	\$48,882.48	\$50,104.54
Maintenance Repairer Title Code 02328	\$49,112.31	\$50,340.12	\$51,598.62	\$52,888.59
Bill G.	\$51,697.57	\$52,990.01	\$54,314.76	\$55,672.63
SEWER REPAIRER/WATER REPAIRER	\$40,687.27	\$41,704.45	\$42,747.06	\$43,815.74
Title Code 05875 Joe J.; Joe C.;	\$45,773.50	\$46,917.84	\$48,090.78	\$49,293.05

EXHIBIT A as of 12-17-2009					
DEPTFORD TOWNSHIP MUA - SALARY RANGE FOR CLASSIFIED POSITIONS for UNION EMPLOYEES					
	2009	2.5% 2010	2.5% 2011	2.5% 2012	
Jim A. Johnny S.; Nat J.	\$48,315.98	\$49,523.88	\$50,761.98	\$52,031.03	
Brian N (8/18/05), J. Principato	\$50,857.20	\$52,128.63	\$53,431.85	\$54,767.64	
HEAVY EQUIPMENT OPERATOR	\$45,252.38	\$46,383.69	\$47,543.28	\$48,731.86	
Alex R.	\$50,908.76	\$52,181.48	\$53,486.02	\$54,823.17	
Equipment Operator Title Code 01746	\$53,737.62	\$55,081.06	\$56,458.09	\$57,869.54	
Alex is not "Heavy" Equipment Operator	\$56,565.31	\$57,979.44	\$59,428.93	\$60,914.65	
PERSON IN CHARGE					
Jim A.	Title salary plus			\$750.00	Annually
EQUIPMENT FILL IN OPERATOR					
Two Employees	Title salary plus			\$750.00	Annually