

AGREEMENT

Between

TRANSPORT WORKERS UNION OF AMERICA
A.F.L.-C.I.O LOCAL 220



and

THE JACKSON TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY



January 1, 2025 through December 31, 2027

INDEX

SUBJECT	ARTICLE	PAGE
Discipline And Discharge	XIV	28
Duration	XXIII	41
Emergency Closing Policy	XI	24
Employment Status	II	4
Fully Bargained Provisions	XXI	40
Funeral Leave	X	23
General Provision	XIX	38
Grievance Procedures And Arbitrations	XV	31
Holidays	V	15
Hours Of Work, Workday And Overtime	IV	9
Leave Of Absence	IX	22
Management Rights	XVIII	36
Medical Benefits	XII	25
No Strike-Lockout Clause	XX	39
Personal Days	VII	18
Preamble		3
Recognition	I	3
Salaries And Compensation	III	6
Severability	XXII	40
Sick Leave	VIII	19
Uniforms	XIII	27
Union Business	XVI	34
Union Deductions	XVII	35
Vacations	VI	16

PREAMBLE

This Agreement made this 19th day of December 2024,

BY and BETWEEN:

THE JACKSON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

135 Manhattan Street
Jackson, New Jersey 08527
(hereinafter referred to as the "Employer" or "Authority")

AND

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO LOCAL 220

1451 Highway 88 West
Brick, New Jersey 08724
(hereinafter referred to as the "Union")

represents the complete and final understanding of the parties on all bargainable issues.

ARTICLE I **Recognition**

Section 1:

The Authority recognizes the Union as the sole and exclusive representative of all of the employees in the bargaining unit as hereinafter defined, for the purposes of collective negotiations concerning the terms and conditions of employment and all other activities related thereto pursuant to the New Jersey-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. including the Workplace Democracy Enhancement Act.

Section 2:

The bargaining unit includes all regularly employed, full-time, non-managerial Operator or Maintenance and Administrative personnel employed by the Authority.

Section 3:

Excluded from the bargaining unit are the Commissioners, the Executive Director, department heads, confidential employees, managerial employees, the Superintendent, craft employees, security personnel, professional employees, and temporary employees (those hired for summer help or for a limited period not to exceed an aggregate of four (4) months within a twelve (12) month period).

Those hired for help while full-time employees are out on medical leave, disability and beyond the covered FMLA timeline will not be subject to the aggregate and the Authority will conform to the applicable requirements of the Civil Service Commission.

ARTICLE II **Employment Status**

Section 1:

The hiring of employees by the Authority shall be contingent upon successful completion of pre-employment physical and background check in accordance with the Authority's policy regarding same. Neither the Authority nor the Union shall discriminate against any employee or prospective employee on the basis of race, creed, color, age, religious belief or national origin, ancestry, age, marital status, affection or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, to refuse to hire or employ or to bar or to discharge or require to retire, unless justified by lawful considerations.

Section 2:

For appointments to the Authority the working test or probationary period shall be ninety (90) days.

During that period, the probationary employee will receive no medical benefits or any other benefits, with the exception of such benefits as provided in the rules and regulations of the New Jersey Civil Service Commission pertaining to local service or the Authority's insurance provider, which is currently the State Health Benefits Program.

The Authority can terminate a probationary employee at any time during their probationary period for any reason, without challenge, by either the employee or the Union, and without resort to the grievance procedure herein.

Section 3:

A notice of resignation is to be submitted to the Executive Director or their designee in writing, stating the reason and the exact date of resignation. A minimum notice of two (2) weeks is required for the resignation to be in good standing, unless a special request is made by the employee to leave sooner, in which case, must be approved by the Executive Director or their designee.

The employee will remain on duty for the period of notice. Failure to give adequate notice will result in a resignation that is not in good standing. All uniforms, keys, equipment, tools, identification, or similar materials issued to the employee must be returned to the Authority prior to receipt of their final paychecks.

Section 4:

- A. It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of lay-offs, recalls, transfers and promotions, subject to the rules and regulations of the New Jersey Civil Service Commission.
- B. The seniority of an employee is defined as the length of continuous service as an employee of the Authority dating back to their last day of hire.
- C. In the event of layoffs and rehiring, in accordance with New Jersey Civil Service Commission rules and regulations, the last person hired will be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with seniority, provided, in the judgment of the Authority, the more senior employee is able to do the available work in a satisfactory manner, and provided that he/she has the proper qualifications.

Section 5:

All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of five (5) working days. Employees applying for such vacancies shall make a request in writing to the Executive Director or their designee.

Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided such employees, are, in the sole discretion of the Authority, qualified. If two (2) or more qualified employees applied for such position or promotion, seniority will be considered along with qualifications. Employees shall be selected to fill the position before any new employee is hired.

Applicants may apply for positions only during the posting period. If promoted, an employee shall serve in the new capacity for a probationary period of ninety (90) days. During that probationary period, such employees shall retain their seniority of their former position and all benefits of that position. In the event of failing the probationary period the employee shall return to their former position. Selection to fill a position shall be within forty-five (45) days from the end of posting.

Section 6:

If requested, the Authority will provide to the Union the current or amended Civil Service Certification List with personal information redacted.

ARTICLE III
Salaries and Compensation

Section 1:

For each job title there shall be an established salary range. All employees shall have their collectively bargained salary increases added to their base salary. In the event an employee's base salary equals the limit of the salary range established for their current position that year, the employee's base salary increase will be calculated using the same Consumer Price Index (CPI) percentage applied to that year's Salary Guide however, not to exceed the Union negotiated increase for same year. The salary range increase will be based on the CPI under the category Urban Wage Earners and Clerical Workers (CPI-W) for New York-Northern New Jersey-Long Island, NY-NJ-PA for that year. Salary ranges will be reviewed annually and increased according to the CPI mentioned above. The maximum salary in the established salary range shall not be lowered without the consent of the collective bargaining unit.

The Authority will recognize extenuating circumstances which may permit current employee to be compensated above their established salary range in accordance with the collectively bargained base salary increase. In the event an employee's base salary equals the limit of the established salary range for their current position in accordance with the Authority's Salary Guide for said year, a meeting shall be conducted between the Union Representatives, Management and said employee to address extenuating circumstances in which exceptions are potentially made.

Extenuating circumstances shall be defined to include, but are not limited to the following:

- A. Time between a promotion and when an employee is eligible for another promotion however, no promotable title exists for the employee to obtain;
- B. Employee is qualified and has completed requirements for promotion;
- C. Or other sufficient circumstance.

If an employee is qualified for a promotion and the extenuating circumstances are deemed to be legitimate, Management will present this case to the Board of Commissioners for a final determination. An employee's salary can increase above the salary range once so recommended and approved by Resolution.

Section 2:

All members of the bargaining unit shall receive salary increases as follows:

January 1, 2025	4.50% effective the Monday following the 1 st of the year.
January 1, 2026	4.25% effective the Monday following the 1 st of the year.
January 1, 2027	4.00% effective the Monday following the 1 st of the year.

Section 3:

All members of the bargaining unit may be eligible for a minimum bonus of \$50.00, not to exceed \$150.00, per consideration for work above and beyond as recommended by their Supervisor and/or Manager.

Member bonus shall not exceed \$1,000.00 aggregate in any given contract year. All bonuses are subject to standard payroll taxes in accordance to the Internal Revenue Service (IRS) and will be processed through payroll.

Section 4:

Salary placement of all new hires, except as set forth in Section 2 above, shall be at management's discretion. In no event shall a new employee be hired at a salary higher than an existing employee, with comparable education and experience (including military training and experience), in the same job title.

Prior to completion of the probationary period, the employee will be reviewed by their supervisor. Employees who are excelling in their position may receive up to a \$2.00 per hour increase at the successful completion of the probationary period in consultation with the Authority's Personnel Committee.

Section 5:

The Authority shall recognize the achievement of all license holders with a one-time bonus, paid upon receipt of each of the following licenses while employed by the Authority:

W1, S1, T1, C1	\$500.00
W2, S2, T2, C2	\$600.00
W3, S3, T3, C3	\$700.00
W4, S4, T4, C4	\$800.00

The Authority shall provide opportunity and shall pay all fees for training contact hours necessary for maintaining licenses and fees for renewing licenses. Employees who attend a seminar or class to fulfill contact hours during regular shift hours will report to the Authority's offices, then will leave to travel to the scheduled seminar/class. After the seminar/class is completed, employees will report back to the Authority's offices. If the seminar/class is scheduled outside of regular shift hours, employees

may report directly to the seminar/class from home. The employee will be paid regular rate for the contact hours.

Employees in the Laborer 1, Sewer Repairer 1, and Water Repairer 1 titles, who obtain and maintain only one of the following licenses from the NJDEP: VSWS, T1, W1, C1 or S1 will receive a one- time not, to exceed \$2,080.00, increase in their base salary This increase cannot cause their salary to exceed the starting salary for a Sewer Repairer 1/Water Repairer 1/Water Treatment Plant Operator position.

Section 6:

Every employee required to obtain a CDL license shall be entitled to a one-time bonus of \$250.00 plus reimbursement for the cost of the permit and the cost of their license when it is obtained. Additionally, they will be reimbursed the cost of the annual license when renewed.

Employees who are hired with a CDL license shall receive a \$250.00 bonus at the completion of their probationary period. All CDL license holders registered with the Authority as a CDL authorized driver will be required to obtain a medical card. Medical cards are to be obtained from the employee's doctor. The Authority will reimburse the employee's co-pay or will offer a physical from the Authority's provider.

Section 7:

The Authority agrees to reimburse the cost of tuition and books for all employees going for an approved job-related course, provided it is not reimbursable from any other public source and provided further that the employee receives a grade of C or better or a Certificate of Successful Completion for non-graded courses. Each request for approval shall be submitted in writing to their Department Head and approved by the Executive Director, or their designee, prior to taking the course.

Employees will be required to submit proof of attendance and a passing certificate indicating a grade of C or better or a Certificate of Successful Completion for non-graded courses prior to reimbursement. In addition, the Authority may prepay the tuition and books for an approved course if the employee reserves enough hours of vacation time to cover the cost of tuition and books based upon their current hourly rate. The employee will not be able to use their reserved time until proof is submitted of a passing certificate indicating a grade of C or better or a Certificate of Successful Completion for non-graded courses.

In the event the course is not completed, a grade of "C" is not achieved or a Certificate of Successful Completion for non-graded courses is not produced, the employee will forfeit the reserved vacation time and/or will reimburse the Authority for the cost of tuition and books.

Section 8:

For degree programs, the Authority will review and approve the proposed degree program rather than the individual coursework and non-related electives will be eligible for reimbursement if they are a requirement of the degree.

The Authority will not pay more per credit hour than a comparable New Jersey State public institution (i.e.: Rutgers University, Kean University, Stockton University).

If an employee resigns within twenty-four (24) months of taking college classes or classes leading to and/or completing a certification, license or degree, their final paycheck(s) shall be reduced at a pro-rated rate for the cost of tuition, certifications, licenses and/or books paid for by the Authority in the previous twenty-four (24) month period.

Section 9:

Every employee required to obtain a National Institute for Automotive Service Excellence (ASE) certification shall be entitled to a one-time bonus of \$200.00 plus reimbursement for the cost of their certification when it is obtained and will be reimbursed for the cost of the ASE certification when renewed while employed with the Authority.

Employees who are hired with an ASE certification shall receive a one-time bonus of \$200.00 at the completion of their probationary period and reimbursement for the cost of their ASE certification when renewed while employed with the Authority.

ARTICLE IV**Hours of Work Week, Work Day and Overtime****Section 1:**

- A. The normal work week for Maintenance and Operations Departments employees shall be forty (40) hours per week.

The Authority currently has eight (8) hour and ten (10) hour shifts to accommodate this forty (40) hour work week. All reference to "days" for calculating vacation or sick time shall be based upon eight (8) hour days.

The schedule is subject to change from time to time as mutually agreed to by the parties. The Authority agrees to meet and discuss changes in permanent shifts prior to their implementation however; the Authority reserves the right to implement shift changes that will promote the most efficient operation and use of resources for the benefit of its rate payers.

Employees may interchange days on a voluntary basis with at least one (1) week notice to the supervisor.

Employees are entitled to a one half (1/2) hour unpaid meal break per shift as well as two (2) ten (10) minute paid breaks, one in the a.m. and one in the p.m. The half (1/2) hour meal break shall not be taken at the beginning or end of the shift. Accrued time shall be used instead.

Maintenance Employees – The normal work week shall be Monday through Friday, between the hours of 7:30 A.M. and 4:00 P.M.

Operators working eight (8) hour shifts shall have a normal work week of Monday through Friday, forty (40) hours per week, including one half (1/2) hour unpaid meal break, between the hours of 7:30 A.M. and 4:00 P.M.

When a shift position becomes available, or a new shift is made, the employees in the seniority order shall have opportunity to bid for the position.

Operators working permanent shift work hours, outside the hours of 7:30 am to 4:00 pm or as modified by Authority, shall be entitled to shift differential pay per hour as follows:

1 st Shift Operators (4:00am to 2:30pm)	\$0.50 per hour	For year 2025
1 st Shift Operators (4:00am to 2:30pm)	\$0.55 per hour	For year 2026
1 st Shift Operators (4:00am to 2:30pm)	\$0.60 per hour	For year 2027
2 nd Shift Operators (2:00pm to 12:30am)	\$0.90 per hour	For year 2025
2 nd Shift Operators (2:00pm to 12:30am)	\$0.95 per hour	For year 2026
2 nd Shift Operators (2:00pm to 12:30am)	\$1.00 per hour	For year 2027

Shift differential shall be added to the base pay while assigned to the specified shift.

This additional compensation for hours worked shall include overtime, paid time off and be subject to normal customary payroll taxes. Shift differential compensation shall be a fixed rate not subject to contractual percentage increase, pensionable contribution and/or employee health benefits contribution.

Employees working overtime and/or non-shift personnel (i.e., Monday through Friday employees) are not eligible for this differential.

- B. Overtime for hours worked in excess of forty (40) hours in a single pay period shall be entitled to overtime pay at the rate of one and one half (1 ½) times the employee's regular base hourly pay. Prior to working overtime, it must be approved by the employee's supervisor or their designee. Use of approved accrued personal and/or vacation leave shall count towards the forty (40) hour pay period.

Employees on light or restricted duty shall not be eligible for overtime except in the event of an emergency situation. If an emergent situation occurs, use of approved accrued personal and/or vacation leave may count towards the forty (40) hour pay period, if approved by their supervisor and/or department head and mutually agreed upon by the employee.

Sick leave shall be included for up to sixteen (16) hours per year from their annual sick leave. In emergent situations, this threshold can be exceeded when approved by their supervisor and department head.

Once an employee has already exceeded the threshold:

If an employee calls out sick in the same week overtime is worked, the employee will be compensated with straight time for the overtime, unless approved by their supervisor and department head with proper documentation excusing the absence to be paid at the overtime rate.

If sick time is scheduled and approved at least three (3) days in advance, the employee will be compensated with overtime only in emergent situations at the discretion of the supervisor or their designee.

- C. An Operations or Maintenance employee required to work overtime hours to complete a specific task shall be required to do so without that overtime event being subject to distribution, in accordance with Section (E) below.
- D. In the event of an unscheduled absence on any shift, the Authority may require an employee to cover for the absent employee. This overtime shall be offered first to the employee coming off duty, followed by overtime distribution in accordance with Section (E) below.
- E. All other overtime shall be distributed in seniority rotation order within the job title or Department as appropriate.

If any employee is unable to perform such overtime work for any reason, they shall be charged with a turn on the rotational list and the next person shall be asked for overtime and so on, until the list is exhausted, at which time the list returns to the beginning starting with the individual with most seniority.

If any employee is bypassed (overlooked without notice), then such employee will be replaced as the next person on the list until the bypassed overtime is made up. In the event that no one accepts an overtime assignment, the least senior employee within the job title, or who possesses the qualifications to complete assigned task, shall be required to take the overtime assignment also on a rotational basis.

- F. All Operations or Maintenance employees shall be required to utilize a Time Management System and punch in and out for their normal shift, including punching in and out for lunch time unless the nature of their duties for that day makes it impractical to punch in and out for lunch time. Any time not recorded shall be construed as time not worked. No employee shall punch in or punch out another employee.
- G. Penalties for tardiness will be incurred as follows:

1 – 6 minutes after start of shift	No deduction
7 – 15 minutes after start of shift	15 minutes pay
More than 15 minutes after start of shift	Exact time involved

An employee who is tardy four (4) or more times in any twelve (12) month period shall be subject to disciplinary action, unless such tardiness was due to an emergency situation, as determined by the Authority. Each case will be decided on its own merits.

- H. An employee who is required to be on standby duty shall be paid for two (2) hours of time at the employee's hourly rate. Employees on light or restricted duty shall not be eligible to participate in standby duty except in the event of an emergency situation.

Supervisory employees are required to carry Authority provided communication equipment at all times, even if not on "standby duty".

In the event, however, such employee shall be required to leave home and perform work, in addition to their standby pay, the employee shall be paid for such hours worked at the rate of one and one half (1 1/2) times the employee's regular hourly rate, but in no event shall the employee be paid for less than three (3) hours of work. The employee on standby duty shall carry Authority provided communication equipment and respond to same as soon as possible.

If the employee on standby duty desires to have some other employee substitute for them, then it is the responsibility of the employee on standby duty to obtain a substitute of the same qualifications and classification and notify the Authority through their supervisor in writing of the substitute.

If an employee, not on standby duty, is summoned to leave home and perform work in response to an emergency notification by the employee on standby duty, the affected employee shall also be paid one and one half (1 1/2) times the employee's regular hourly rate but in no event shall the employee be paid less than three (3) hours of work. A company vehicle may be provided at the

discretion of the Authority to be used in accordance with the Authority's policy.

- I. Any Operations or Maintenance employee who is a member of the Jackson Township Fire Company or First Aid Squad may be excused from work to respond to an emergency in accordance with present Authority guidelines unless the employee's presence is required at a specific job site.

At the discretion of the Executive Director or their designee, the Authority may grant an excused absence to an employee for incidents outside of Jackson Township with submission of appropriate evidence.

Section 2:

- A. 35-Hour Administrative Employees – The normal work week shall be Monday through Friday, thirty-five (35) hours per week, seven (7) hours per day, including one (1) hour unpaid meal break, between the hours of 8:30 A.M. and 4:30 P.M. All employees are entitled to two (2) ten (10) minute breaks, one in the a.m. and one in the p.m. The one (1) hour meal break shall not be taken at the beginning or end of the shift, accrued time shall be used instead.

If the Authority finds a need to expand working hours, they shall meet with the union and negotiate any and all changes.

40-Hour Administrative Employees - The normal work week shall be Monday through Friday, forty (40) hours per week, including one half (1/2) hour unpaid meal break, between the hours of 8:00 A.M. and 4:30 P.M. All employees are entitled to two (2) ten (10) minute breaks, one in the a.m. and one in the p.m. The half (1/2) hour meal break shall not be taken at the beginning or end of the shift, accrued time shall be used instead.

- B. Overtime for hours worked in excess of thirty-five (35) hours or forty (40) hours, as defined below, in a single pay period shall be compensated for at the rate of one and one half (1 ½) times the employee's regular base hourly pay. Prior to working overtime, it must be approved by the employee's supervisor or their designee. Use of approved accrued personal and/or vacation leave shall count towards the thirty (35) hour or forty (40) hour pay period, as defined below.

Employees on light or restricted duty shall not be eligible for overtime except in the event of an emergency situation. If an emergent situation occurs, use of approved accrued personal and/or vacation leave may count towards the forty (40) hour pay period, if approved by their supervisor and/or department head and mutually agreed upon by the employee.

35 Hour Employees - Use of accrued personal and vacation days shall count towards the thirty-five (35) pay period: sick leave shall be included for up to fourteen (14) hours per year from their annual sick leave. Unless modified herein,

administrative employees working greater than thirty-five (35) hours in a single pay period shall be entitled to overtime pay for all hours worked in excess of thirty-five (35) during said pay period.

40 Hour Employees - Use of accrued personal and vacation days shall count towards the forty (40) hour pay period: sick leave shall be included for up to sixteen (16) hours per year from their annual sick leave. Unless modified herein, office administrative employees working greater than forty (40) hours in a single pay period shall be entitled to overtime pay for all hours worked in excess of forty (40) hours during said pay period.

In emergent situations, the fourteen (14) or sixteen (16) hour threshold can be exceeded when approved by their supervisor and department head.

Once an employee has already exceeded the threshold:

If an employee calls out sick in the same week overtime is worked, the employee will be compensated with straight time for the overtime, unless approved by their supervisor and department head with proper documentation excusing the absence to be paid at the overtime rate.

If sick time is scheduled and approved at least three (3) days in advance, the employee will be compensated with overtime only in emergent situations at the discretion of the supervisor or their designee.

- C. No Administrative employees shall work alone in Customer Service at any time during business hours, except for meal or breaks by other employees.

All work shall be performed at the regular place of employment by all employees covered by this Agreement.

- D. Any Administrative employee who is a member of the Jackson Township Fire Company or First Aid Squad may be excused from work to respond to an emergency in accordance with present Authority guidelines unless the employee's presence is required at a specific job site.

At the discretion of the Executive Director or their designee, the Authority may grant an excused absence to an employee for incidents outside of Jackson Township with submission of appropriate evidence.

- E. All Administrative employees required to work overtime hours to complete a specific task shall be required to do so without that overtime event being subject to distribution in accordance with section G below.

- F. All overtime, within each job classification, shall be distributed in seniority rotation order. If an employee is unable to perform such overtime work for any reason they shall be charged with a turn on the rotational list and the next person shall be asked for overtime and so on.

In the event that no one accepts an overtime assignment, the least senior employee within the job title or who possesses the qualifications to complete assigned task shall be required to take the overtime assignment. Said assignment shall be mandatory and the employee will not be charged with an overtime event.

- I. Penalties for tardiness will be incurred as follows:

1 – 6 minutes after start of shift	No deduction
7 – 15 minutes after start of shift	15 minutes pay
More than 15 minutes after start of shift	Exact time involved

An employee who is tardy four (4) or more times in any twelve (12) month period shall be subject to disciplinary action, unless such tardiness was due to an emergency situation, as determined by the Authority. Each case will be decided on its own merits.

ARTICLE V

Holidays

Section 1:

The following fourteen (14) holidays, or the days celebrated as such, shall be observed with full pay:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
The Friday after Thanksgiving
Christmas Day

Section 2:

Any employee required to work on a holiday, or days celebrated as such, shall be paid at the rate of time and one half (1 ½) for the actual hours worked in addition to their regular shift as straight holiday pay. In emergent situations, and as approved by the employee's supervisor, employees called in on holidays during their probationary period, will be paid time and one half (1 ½).

Section 3:

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as a holiday.

Section 4:

An employee who is scheduled to work and is absent on the day before, the day of, or the day after a Holiday shall be docked for the absent day and the day of the holiday unless such absence was approved in advance by the employee's supervisor or the absence was necessitated for medical reasons, which are supported by a physician's certification or for other substantiated causes. An employee on a leave of absence or extended sick leave shall not be paid for holidays during that time period.

ARTICLE VI
Vacations**Section 1:**

The vacation schedule for all employees covered by this Agreement shall be as follows:

- A. Each employee shall receive one (1) working day for each full month worked in the first year of employment (as discussed above, all vacation days are calculated at eight (8) hours for Operator or Maintenance and (7) hours for Administrative employees).

However, the Authority will credit the employee with up to five (5) years of experience for calculating vacation time from previous, documented public employment. In no event shall the additional vacation time exceed three (3) days per annum and this additional vacation time credit will expire after five (5) years continuous employment with the Authority.

- B. After one (1) year and up to five (5) years of continuous employment, each employee shall receive twelve (12) working days per year.
- C. After five (5) years and up to ten (10) years of continuous employment, each employee shall receive fifteen (15) working days per year.
- D. After ten (10) years and up to twenty (20) years of continuous employment, each employee shall receive twenty (20) working days per year.

- E. Over twenty (20) years of continuous employment, each employee shall receive twenty-five (25) working days per year.

Section 2:

Vacation days may not be accumulated for more than two (2) calendar years. Any unused vacation days carried forward from one (1) calendar year into the next must be used during the second year.

If the employee has accumulated vacation time and wishes to receive compensation in lieu of vacation time, they shall be compensated at 80% pay of their base salary rate provided that notification of the desire to use this option is submitted in writing and approved by the Executive Director or their designee, no later than December 15th of each appropriate year. The employee must maintain ten (10) vacation days.

Section 3:

All employees shall be credited with paid vacation leave at the beginning of the calendar year. All employees shall reimburse the Authority for paid vacation days used in excess of the employee's pro-rated and accumulated entitlement.

Section 4:

Vacation requests shall be submitted to the Department Head for approval by December 1st for the upcoming contract year. Once a vacation request has been approved, it cannot be displaced by a person of higher seniority; however, seniority will determine whose request is approved, if the same time is requested by more than one (1) employee.

All other vacation requests not submitted by December 1st must be submitted at least two (2) weeks in advance.

The Authority shall notify the employee within one (1) week of the request, when possible, whether this vacation time is approved.

Section 5:

Vacation requests will be scheduled with full consideration for the effective operation of the Authority, and employees with the greatest length of service will receive preference and choice of vacation periods insofar as effective staffing requirements are met.

Under no circumstances will more than one (1) employee per shift be allowed to be on vacation at concurrent times.

Section 6:

Employees cannot substitute sick time for vacation time once vacation time has been approved by the Department Head.

Section 7:

Unused vacation time will be paid to any employee leaving the service of the Authority in good standing.

Payment will be made on a pro-rated basis of the individual's current vacation schedule.

Unearned vacation time which may have been taken in advance will be deducted from the final paycheck.

Section 8:

The Authority reserves the right to require vacation time not be utilized in less than half (1/2) day increments.

ARTICLE VII
Personal Days

Section 1:

Employees are entitled to three (3) days of leave with pay for personal business annually. Use of personal days require a minimum of three (3) days' notice and shall be subject to the approval of the employee's supervisor, which approval shall not be unreasonably withheld.

Section 2:

Personal days must be used within the one (1) year period and shall not be cumulative from year to year. Personal days are not to be applied in any way to add to sick leave or holiday time.

Section 3:

For new employees in their first calendar year of service, personal days shall be earned as follows:

Date of Initial Hire	Amount of Personal Days
January 1 through April 30	Three (3) Days
May 1 through August 31	Two (2) Days
September 1 through October 31	One (1) Day
November 1 through December 31	Zero (0) Days

Section 4:

Three (3) days' notice is not required in the event of an emergency situation; however, the employee must call in and notify a person of authority (supervisor, department head, or Executive Director, or their designee) and provide an acceptable reason for the emergency, giving as much advance notice as feasible

under the circumstances. The acceptability of the explanation shall be determined by the Executive Director or their designee.

ARTICLE VIII

Sick Leave

Section 1:

Permanent full-time employees covered by this Agreement shall earn sick leave at the rate of one (1) working day for every full month of service calculated at eight (8) hours per day for Operator or Maintenance employees and eight (8) or seven (7) hours per day for Administrative employees, as applicable.

Section 2:

The amount of sick leave not taken shall accumulate from year to year and each employee shall be entitled to such accumulated sick leave as and when needed.

Section 3:

All employees with a minimum of three (3) years of service with the Authority shall be eligible upon retirement or separation in good standing to receive payment for eighty percent (80%) of all accumulated sick days up to a maximum of Fifteen Thousand (\$15,000.00) Dollars, calculated on the average of the employee's last three (3) year's earnings.

Overtime pay and all other supplemental compensation are not included within the computation.

Section 4:

Sick leave may be utilized only for bonafide illness, accident or exposure to contagious disease, which necessitates absence from work.

Abuse of sick leave shall be cause for disciplinary action up to and including dismissal.

Section 5:

An employee who shall be absent on sick leave for five (5) or more consecutive days shall be required to submit acceptable medical evidence substantiating the illness to their supervisor. Such certification may be required for absences of less than five (5) days for employees having records of repeated absences or in cases of suspected abuse.

Section 6:

Acceptable medical evidence shall also be required after the 10th day of absence, or 80th hour for Operator or Maintenance employees and 70th hour for Administrative employees, in one (1) calendar year.

Once an employee reaches this threshold, they will be required to provide a doctor's

note for all future absences or until they have five (5) or less sick days in a subsequent calendar year, at which time the medical evidence requirement will be removed upon written request.

It should, however, be understood that certain absences can be excused from the ten (10) day threshold, if appropriate documentation is submitted by the employee of an absence being medically necessary to the employee's supervisor.

Specifics of the illness should not be provided and the Executive Director or their designee will notify the employee in writing if an absence is so excused from the above referenced requirement.

Section 7:

All employees shall be credited with sick days at the beginning of the calendar year. All employees shall reimburse the Authority for paid sick days used in excess of the employee's pro-rated and accumulated entitlement.

Section 8:

In the event an employee intends to be absent due to illness, the employee shall notify their supervisor, or another person in authority a minimum of one (1) hour prior to their normal starting time or shift.

Failure to notify the supervisor will constitute cause for disciplinary action.

Section 9:

At such time as an employee accumulates a minimum equivalent of twenty-four (24) days sick leave, that employee shall have the option of being paid for any unused sick time earned in that year, plus up to 6 additional days accrued in prior years, in excess of twenty-four (24) days at the rate of eighty percent (80%) of the employee's base hourly rate, provided that notification of the desire to use this option is submitted in writing to the Executive Director or their designee, no later than December 15th of each year.

Section 10:

The Authority and the Union have discussed the possibility of changing the above referenced Vacation, Personal and Sick Leaves to "Flex-Time".

The Authority verified with the Civil Service Commission that this would be permissible, and Flex-Time may be considered during the term of this contract, if so approved in writing as a Sidebar Agreement between the parties.

Section 11:

At such time as an employee accumulates a minimum equivalent of twenty-four (24) sick days, the employee shall have the option of donating accrued sick leave in excess of twenty-four (24) days. Sick leave donated shall be in increments of full days of the recipient, with the maximum donation not to exceed ten (10) sick days per calendar year.

Employees receiving sick leave donations can accumulate a maximum of 50 donated sick days per occurrence.

Eligibility: All permanent full-time employees shall be eligible to receive donated sick leave if the employee:

- Has completed at least one full year of service.
- Has exhausted all accrued sick time.
- Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined in writing for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave and/or either.
- Suffers from a catastrophic health condition, prolonged illness and/or injury.
- Is not receiving any other form of compensation including social security disability, short term or long-term disability benefits, workers compensation benefits, and/or compensation through the State Retirement Plan.

Sick leave donated by employees will be used in the order the leave was donated; this can be modified at the discretion of the Executive Director or their designee. Each donor's sick leave will be exhausted prior to moving to the next donor. Any unused donated time shall go back to the donor(s).

Procedure:

- The donor must complete and submit the Sick Leave Donation form to the Executive Director or their designee.
- Human Resources will check the donor's sick leave accruals to ensure enough time has been accrued and process the request.
- Donated time will be held in the donors account until it is used.
- In the event a donor separates from the Authority prior to their donated time being used, the time will be returned to the donor.

The decision to donate sick leave to another employee should be a choice made freely by each employee. Any person attempting to unduly influence another employee to donate leave shall be subject to disciplinary action, and any prior agreement made to donate leave under these conditions shall be voided.

ARTICLE IX

Leave of Absence

Section 1:

At the discretion of the Executive Director or their designee, any employee may be granted a leave of absence without pay.

Section 2:

A leave of absence without pay shall not exceed three (3) months in length, after which it may be reconsidered.

Any requested extension may be granted solely in the discretion of the Executive Director or their designee.

The Authority shall have the sole discretion in matters of leaves of absence or extensions thereto and each decision shall be considered on its own merits.

In no event shall the decision whether or not to grant a leave or an extension of a leave be precedent as to any other decision regarding a leave, nor shall denial of any leave request be the subject of a grievance procedure.

Section 3:

An employee shall retain seniority while on leave of absence but shall not accumulate seniority.

An employee on leave of absence without pay does not accrue vacation leave, sick leave or any other benefits. No payments will be made to the health plan during this leave of absence, unless the employee agrees to bear the cost, if the leave of absence is for other than a medical reason or maternity leave.

Section 4:

Employees are required to notify the Authority of the anticipated date of return as soon as such date is known to the employee.

Failure to return on such date without notice shall be considered a voluntary resignation.

Section 5:

Employees shall be granted leave with pay for the time required to attend jury duty.

Employees agree to give to the Authority any monies paid to them from any government source because of jury duty, less the difference allowable for mileage, which the employee shall retain.

Section 6:

If an employee is required to serve on jury duty, such employees shall be required to notify the Executive Director or their designee in advance.

Employees on full day active jury duty shall be excused from their respective shift for that day served and shall receive full pay not to exceed their respective shift hours.

If the employee is not required to actually report to jury duty but is on call, the employee must report to work and will be allowed to leave with pay if, in fact, called.

If discharged from jury duty prior to the end of a workday, the employee shall report to work for the duration of the workday.

Section 7:

Jury duty on an unscheduled workday shall not be paid for by the Authority.

Section 8:

If an employee is subpoenaed to testify in a legal proceeding for and on behalf of the Authority on a scheduled workday, then the Authority agrees to allow the necessary time off to testify, at no loss of pay.

Section 9:

The Authority agrees to abide by the provisions of the Selective Service Act and its Judicial interpretations with respect to leaves of absence due to military service unless the employee voluntarily enlists in military service.

Section 10:

An employee who is a member of the National Guard or organized reserves of the Army, Navy, Air Force or Marine Corps of the United States shall be entitled to leaves of absence as specified in 4A:6-1.11 of the regulations of the New Jersey Civil Service Commission.

ARTICLE X
Funeral Leave**Section 1:**

In the case of death of an employee's immediate family, an employee shall be allowed funeral leave of a minimum of three (3) days and up to five (5) days at the discretion of the Authority.

"Immediate family" is defined in N.J.A.C. 4A:1-1.3 and means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law and other relatives residing in the employee's household.

The Authority will also provide for one (1) day funeral leave and up to three (3) days

at the discretion of the Executive Director or their designee in the event of the death of an aunt, uncle, niece, nephew or cousin of the employee or the employee's spouse.

Section 2:

Such leave will not be taken until the employee's immediate supervisor is notified of the instance of bereavement. The Authority may require proof of loss of a decedent whenever such requirement appears reasonable.

Section 3:

In no event shall any part of bereavement leave occur more than ten (10) days from the date of death.

Section 4:

Abuse of funeral leave shall be cause for disciplinary action.

ARTICLE XI
Emergency Closing Policy

Section 1:

In the event of hazardous weather conditions, the Executive Director or their designee shall make a decision as to whether or not the Authority's Administrative offices will be closed.

In the event the Administrative offices are closed or if employees are released early, employees shall suffer no loss of pay or dockage of approved time.

Section 2:

If Authority Administrative offices are closed (Hours of operation 8:30am to 4:30pm) critical personnel, as designated by the Executive Director or their designee, may be called in.

Any critical personnel who are called in or required to work during the hours of 8:30am to 4:30pm will receive pay for time worked, as well as compensatory time equal to time worked during the hours of 8:30am to 4:30pm, but no less than three (3) hours.

Compensatory time shall be utilized with a minimum of three (3) days' notice, subject to the employee's immediate Supervisor's, or their designee's approval.

Section 3:

The Authority has no obligation to provide transportation to or from home to the workplace during any inclement weather and/or official state of emergency. However, the Authority may provide transportation during such events if there is a demonstrated need.

Section 4:

Employees having a pre-scheduled vacation or personal day or those in a continuing sick leave status will have the day reclassified as an officially closed day.

Section 5:

If the Governor declares an official State of Emergency with a travel ban, no employees except for critical personnel shall be required to work and no one shall suffer any loss of pay or dockage of approved time.

It is understood that specific employees may be impacted by a travel ban even if the travel ban does not impact Jackson Township.

ARTICLE XII
Medical Benefits

Section 1:

The Authority shall continue to provide the present health and major medical plan for the employees and their dependents. Coverage becomes effective when three (3) months of continuous service is completed or as otherwise required by the State Health Benefits Program or its successor.

Any change in the employee's dependents status must be reported immediately to the employee's supervisor.

As of January 1, 2011, NJ Direct 10, or its successor as the premium health insurance policy offered by the State Health Benefits Program, is no longer offered.

Section 2:

The Authority shall continue to provide the present temporary disability insurance plan to protect employees against sickness or disability not compensated under the Workers Compensation Law.

Before being eligible for disability coverage, the employee must first exhaust any accumulated sick time on record.

Section 3:

The Authority shall continue to provide the present dental plan or its successor for employees and their dependents.

Section 4:

The Authority shall provide a prescription plan for employees and their dependents. No maximum benefit level shall apply.

Section 5:

The Authority shall provide an eye glass/exam reimbursement allowance to employees or their families up to:

\$500.00	2025
\$500.00	2026
\$500.00	2027

Upon presentation of a paid receipt by the employee, the Authority shall reimburse for any eyeglasses or eye examination up to a maximum benefit according to said schedule, per employee and their family annually, that is not covered under the current medical plan or its successor.

Section 6:

The Authority shall provide health insurance and major medical coverage pursuant to the State Health Benefits Program to retired employees who have twenty-five (25) or more years of service credited in the State of New Jersey state-administered retirement system and who meet all other eligibility standards to qualify for these benefits pursuant to the State Health Benefits Program.

For employees hired after January 1, 2012, the employee is required to have fifteen (15) years of service with the Authority to be eligible for the post-retirement benefits addressed in this section.

Section 7:

The Authority reserves the right to change the insurance carriers or benefit plan, provided, however, that the benefits under such carriers or plans would be equivalent or better.

Section 8:

All employees are required to contribute to their medical/prescription coverage in accordance with Chapter 78, P.L. 2011.

NOTE: A sidebar or re-opening of the Agreement may be required if the "Cadillac Tax" is levied against the benefits package.

ARTICLE XIII

Uniforms

Section 1:

- A. All employees provided uniforms MUST wear uniforms as supplied by the Authority.

The Authority shall provide for a laundry service for cleaning and maintaining such uniforms. Employees who are provided uniforms shall be required to utilize said laundry service.

Employees will be required to change into their provided uniform prior to start of their shift and change out of their uniform after the end of their shift.

Wearing of Authority provided uniforms to and from home is strictly prohibited unless authorized by the employees' Supervisor or Manager, or their designee.

The Uniforms for Maintenance, Operations & Meter Readers shall include:

10	Shop Pants
5	Long Sleeve ANSI Class 3 Shirt
10	Short Sleeve ANSI Class 3 Pocket-T
1	Hooded Sweatshirt ANSI Class 3
1	Insulated Bib Overall
1	ANSI Class 3 Bomber Jacket

Baseball Cap with Logo, Winter Hat with Logo, & Rain Gear pants not mentioned above as needed will also be supplied for Maintenance, Operations & Meter Readers.

All of the uniforms will be laundered by the Authority and will be worn by the employees. The vendor will supply pick up and drop off of uniforms.

No personal clothing is permitted for Operator or Maintenance employees.

- B. The employees shall be required to purchase Safety Work Shoes, which the Authority will provide an annual allowance of \$200.00 each year of the Agreement.
- C. The Authority agrees to supply tools necessary for all employees to utilize in completing the various tasks which they are assigned.
- D. The Authority agrees to supply safety equipment for all Operator or Maintenance employees as needed. Safety shoes are required to be worn at all times on the job.

Section 2:

- A. Employees who are required to wear uniforms shall wear such uniforms only while on Authority business (inclusive of going to and coming from work).
- B. Employees are required to have, maintain, and wear all items included in the initial outfitting including all protective safety apparel and equipment.
- C. The Authority reserves the right of inspection of worn-out garments by supervisors.

Any employee who fails to wear the approved or required garments shall be subject to disciplinary procedures and shall be required to leave work without pay until compliance is achieved.

Employees shall be responsible for all repairs and replacement of tools or uniform items that are lost or damaged due to abuse or neglect. At a minimum, this maintenance will include no more than one (1) replacement item per year. Regardless of whether abuse or neglect is suspected, the second replacement during a calendar year will be the responsibility of the employee.

- D. All uniforms are expected to be kept clean, neat and presentable. Maintenance is the sole responsibility of the employee.

ARTICLE XIV **Discipline and Discharge**

Section 1:

The following disciplinary procedures will apply except in such cases where other actions are warranted. At all steps of the disciplinary procedure, the Counseling Action Plan form shall be used.

Unless otherwise provided, it is the responsibility of the immediate supervisor, or their designee, to enforce and maintain proper discipline. To ensure that employees are informed when infractions or shortcomings are noted, a progressive disciplinary system will ordinarily be utilized.

In certain severe instances, it may be necessary to bypass one or more of the preliminary steps in order to impose suspension or dismissal of an employee.

However, in no case will the option of suspension or immediate dismissal be exercised without consultation with the Executive Director or their designee, by the supervisor.

No employee shall be disciplined without just cause.

The Union shall be notified of all disciplinary action.

Section 2:

The following disciplinary procedures will apply except in such cases where other actions are warranted:

A. Step One. Personal Interview.

The immediate supervisor will have a personal interview with the employee. The supervisor will call to the employee's attention specific acts of unsatisfactory conduct or performance of duty and a note that this interview was conducted will be placed in the employee's personnel file.

Should there be no further unsatisfactory conduct or performance within a one (1) year period, this action will not be used against them in the future.

B. Step Two. Written Reprimand.

If an employee fails to improve following a personal interview, a written reprimand will be prepared by the immediate supervisor, outlining, in detail, the unsatisfactory conduct or performance of duty. If the supervisor feels it appropriate, he/she may also outline possible recommendations for correcting unsatisfactory conduct or performance of duty. The original copy of the reprimand will be furnished to the employee and the copy signed by them. The acknowledged receipt of the reprimand will be sent to the Executive Director or their designee for inclusion in the employee's personnel file. If the employee refuses to sign a copy of the written reprimand such fact shall be noted and inserted in the employee's personnel file. Should there be no further unsatisfactory conduct or performance within a two (2) year period, this action shall be expunged from the employee's record if so requested by the employee in writing and will not be used against them in the future.

C. Step Three. Suspension Without Pay.

In the event that the employee fails to improve after both a personal interview and written reprimand, the immediate supervisor will bring the details to the attention of the Executive Director or their designee.

If it appears that a suspension is necessary, the Executive Director or their designee will issue a suspension letter to the employee. The letter will specify the reason for suspension and the length of time the employee will be suspended, subject to the rules and regulations of the New Jersey Civil Service Commission pertaining to local service.

Should there be no further unsatisfactory conduct or performance within a five (5) year period, this action shall be expunged from the employee's record if so requested by the employee in writing and will not be used against them in the future.

D. Step Four. Dismissal.

In the event that unsatisfactory conduct or performance persists, dismissal may be warranted.

Under those circumstances, a dismissal notice will be issued in accordance with the rules and regulations of the New Jersey Civil Service Commission pertaining to local service.

Section 3:

An employee shall have the right to have a Union representative present at every step of the disciplinary process.

Section 4:

The Authority and the Union agree that certain types of conduct are grounds for disciplinary action, up to and including dismissal. These include, but are not limited to, the following:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a serious crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Theft of Authority property, services, or any other object real or perceived value;
10. Falsification of records; and
11. Other sufficient cause.

Section 5:

Every employee will have the right to review their own personnel file in the presence of their supervisor, department head, or Executive Director or their designee. A request to review must be made through the employee's supervisor, who will make the necessary arrangements for the review, after working hours.

The employee's Union representative, if requested, may be present. Copies will be made of any items in the employees personnel file at the request and expense of the employee and shall be provided to the employee in a timely manner.

ARTICLE XV
Grievance Procedure and Arbitration

Section 1:

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure, except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall prohibit the grievant from prosecuting their grievance in any forum thereafter.

This grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of this term.

Section 2:

The term "grievance", as used herein, means any controversy arising over the interpretation of the expressed terms of this Agreement and may be raised by an individual employee, group of employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

Section 3:

All grievances which may arise, shall be handled according to the following procedure:

A. Step One:

Within five (5) working days after the occurrence of the act, giving rise to the grievance, the Union representative and the aggrieved employee must discuss the alleged grievance directly with their immediate supervisor and try to resolve the matter, prior to filing a formal grievance.

If no satisfactory disposition of the matter is reached within five (5) working days, then the matter may be submitted to Step Two.

B. Step Two:

1. In the event the grievance is not resolved to the aggrieved employee's satisfaction at Step One, then within five (5) days after the response date set forth at Step One, the grievant may file a written grievance, which shall be presented by the Union to the Executive Director or their designee.
2. The Union representative and the aggrieved employee shall meet with the Executive Director or their designee within twenty (20) days of the filing of the written grievance.

The Executive Director or their designee shall investigate the grievance and render a written response to the grievant with a copy to the Union representative, within twenty (20) days after the meeting.

3. Any written grievance must identify the grievant(s) by name and be signed by all grievants and the Union representative.

It must set forth the following:

- a. A statement of the facts constituting the grievance;
- b. The approximate time of occurrence;
- c. The names of all Authority representatives whose action or failure to act forms the basis of the grievance;
- d. The names of all witnesses the grievant intends to present;
- e. Specific contract provisions, if any, forming the basis of the grievance; and
- f. The remedy sought by the grievant.

Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Authority and shall constitute an abandonment of the grievance.

The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing. The grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Authority, which shall not be unreasonably denied, unless such information was not reasonably discoverable at the time. This does not exclude the testimony of expert witnesses or the legal text of cases and exhibits.

C. Step Three:

In the event the grievance is not solved to the Union's satisfaction at Step Two, or in the event the Executive Director or their designee has not served a timely response at Step Two, then within five (5) days after the response date set forth at Step Two, the Union will present the written grievance, and any written responses received at Step Two to the Commissioners.

Upon receipt of the grievance by the Commissioners, the Union representatives and the aggrieved employee shall meet with the Commissioners within twenty (20) days of moving to Step 3.

The Commissioners shall investigate the grievance and render a written response to the grievant, with a copy to the Union representative, within twenty (20) days of the meeting.

The Commissioners may elect not to meet or to render a decision. If the Commissioners fail to meet within twenty (20) days, then the grievance moves to Step Four.

D. Step Four:

1. If the Union is dissatisfied with the response of the Commissioners or if the Commissioners have failed to act within the stated time, then the unsettled grievance shall be submitted to arbitration upon written request from either the Union or the Authority, provided such request is made within ten (10) days after the response date set forth at Step Three.
2. Within ten (10) days following a written request for arbitration of a grievance, one (1) representative of the Authority and one (1) representative of the Union shall jointly select a third neutral party to serve as arbitrator.

In the event the two (2) parties (Authority and Union) cannot agree on the third neutral party, then the Public Employment Relations Commission (PERC) shall be requested to submit a panel of arbitrators and selections shall be made in accordance with the rules established by PERC.

3. The Arbitrator shall be limited to the expressed terms of this Agreement and shall neither add to, detract nor modify the Agreement in arriving at a decision.

The Arbitrator shall hold hearings promptly and shall submit a decision in writing, which shall be final and binding on the parties. All expenses for the Arbitrator shall be borne equally by the Authority and the Union. Preparation and the presentation expenses shall be borne separately by each party.

The Arbitrators decision shall be limited to the issues submitted and the Arbitrator shall only have jurisdiction to rule on grievances which pertain to an alleged violation or interpretation of this Agreement.

Section 4:

Any grievance shall be considered as settled on the basis of the last answer of the Authority if not appealed to the next Step or to arbitration within the time limitations set forth herein. Time is of the essence.

Section 5:

The Union's Local representatives shall have access to the Authority's office and Union members for the adjustment of disputes or discussions of official Union business, provided appointments have been made with the Executive Director or their designee in advance and such meetings do not disrupt the normal work schedule.

Section 6:

All reference to days within this Article shall refer to business days when the Authority's offices are open to the public: Monday through Friday, excluding holidays.

ARTICLE XVI **Union Business**

Section 1:

- A. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Stewards.

Wherever notice to the Union is required, and whenever official dealings with the Union are required, the Shop Stewards shall be the designated representatives of the Union for such matters which take place at the workplace.

Copies of all notices, however, shall be sent to Local 220. This provision shall not be construed to infringe on the rights of the Union Local Officers to process grievances, arbitrations and Civil Service Commission hearings.

- B. The Union may designate no more than three (3) Shop Stewards.
- C. The Chairman or Vice Chairman and the Recording Secretary shall be permitted to be present at all formal grievance presentations.
- D. The Shop Steward shall not leave their job without the permission of their supervisor and shall not contact another employee during work hours about Union business without prior permission of the employee's supervisor. The Shop Steward shall not interfere with the performance of the work of others.
- E. The Shop Steward has no authority to give orders regarding work to any person employed by the Authority by virtue of their position as Shop Steward.
- F. The Union shall notify the Authority in writing immediately following the selection of Shop Stewards.
- G. The authority of the Shop Steward shall be limited to and shall not exceed the following lawful duties and activities:
1. The investigation and presentation of grievances to the Authority 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, or its officers, provided such messages and information:

- a. have been reduced to writing, or
- b. if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to handle goods or any other interference with the Authority's business.

3. Participation in the collective bargaining negotiations.

Section 2:

An officer or duly accredited representative of the Union may be permitted to visit the work site only after prior authorization from the Executive Director or their designee.

An escort may be provided at the discretion of the Executive Director or their designee. Such work site visitation shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.

Section 3:

- A. The Authority shall supply a bulletin board in a reasonably agreeable place for the use of the Union to post announcements.
- B. All Union notices must be signed, dated, and clearly identified as to source.

The Union may utilize the bulletin board to post announcements concerning Union recreation or social affairs, notice of Union elections and results thereof, notice of Union meetings, notice of Union appointments, Union minutes of joint conferences or of general meetings, and other material of a non-controversial nature. The Authority reserves the right to refuse to allow the posting of any notice not comporting with the foregoing.

ARTICLE XVII
Union Deductions

Section 1:

Upon receipt of a duly signed authorization, the Authority shall deduct membership dues from the pay of each covered employee and remit the dues deducted to the place designated on the authorization card.

Section 2:

The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of the Union.

Section 3:

Monthly dues shall be deducted, in four (4) equal installments, from employee's pay once a week for the first four (4) payrolls of each month and will be transmitted by check within ten (10) days after the last deductions of the month

have been made, together with a list of names showing employees for whom deductions applied.

Section 4:

For any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of employment, the Authority will not deduct from such employees pay each month, until such time a signed dues deduction authorization card is provided. At that time, the employee's regular dues for the first month will be deducted in their entirety and transmitted as described in Section 3.

Section 5:

The Union will indemnify and save harmless the Authority from any and all claims and disputes that may arise out of or by reason of action taken by the Authority in reliance on the authorization of deducted monies on behalf of the Union.

ARTICLE XVIII
Management Rights

Section 1:

The Union recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Authority. The Authority hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior to and after the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, subject to such limitations as are specifically provided in this Agreement or applicable laws.

Section 2:

It shall be mutually agreed that the Jackson Township Municipal Utilities Authority, as the Employer, and the Union, as employees, will abide by the New Jersey Administrative Code, Title 4A, Civil Service Commission rules and regulations. If any provision of this Agreement contravenes the Civil Service commission rules and regulations, it shall be deemed invalid, and the Civil Service Commission rules and regulations shall control.

Section 3:

Nothing in this Agreement shall interfere with the right of the Authority, in accordance with the applicable law, rules and regulations, to:

- A. To exercise the executive management and administrative control of the Jackson Township Municipal Utilities Authority and its property and facilities and the activities of its employees;
- B. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;

- C. To suspend, demote, discharge or take other disciplinary action as necessary;
- D. To establish a code of rules and regulations of the Jackson Township Municipal Utilities Authority for the operation of the Authority and to change, modify or promulgate reasonable rules and regulations, with copies and amendments thereto being provided to the Union and employees;
- E. To make all decisions relating to the performance of the Authority's operations and maintenance activities, including but not limited to, the methods, means, process materials, procedures and employees to be utilized;
- F. To establish any new job classifications, job requirements and qualifications;
- G. To change, combine, or establish and schedule the working hours of employees, and to give reasonable notice of same to the employees, by the posting of the schedule;
- H. To change the job content and duties of any classification; pursuant to the Civil Service Commission job specifications;
- I. To take any actions considered necessary to establish and maintain efficiency and cost-effective operations and maintenance;
- J. To determine the work performance level and standards of performance of the employees;
- K. To assign work as it determines will benefit the Authority and/or the public it serves;
- L. To request an employee to temporarily work in a job having a different classification, provided however, if an employee works in a higher classification for more than five (5) consecutive days, they will be entitled to out-of-title pay;
- M. To utilize the services of a contractor or subcontractor when, in the judgment of the Authority, such services would be more efficient; provided however, such services shall not cause a reduction of normal work hours.
- N. To determine the number of employees and the duties to be performed; and
- O. To establish or change any term or condition of employment which is not specifically covered within this Agreement.

Section 4:

The failure to exercise any of its foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein.

Any act taken by the Authority not specifically prohibited by this Agreement shall be deemed a management right and shall be considered such as it fully set forth herein.

ARTICLE XIX
GENERAL PROVISIONS**Section 1:**

The Authority agrees to abide by all laws regarding the safety of its employees. No clause in this Agreement is to be understood to imply a lowering of health or safety conditions heretofore existing.

Section 2:

Any written statement or verbal agreement between an employee and the Authority, which may be contrary to or in conflict with terms and conditions of this Agreement shall be null and void unless specifically consented to in writing by the Union.

Section 3:

The Authority agrees that at all time there shall be two (2) workers whenever handling gaseous chlorine, at least one of which shall be a Water and Sewer Repairman.

Section 4:

Employees, upon permission, may use the Authority facilities for their Union meetings after working hours.

Section 5:

In the event of injury from an employment connected accident, an employee shall immediately report the injury to their supervisor, or their designee, and in the event of a motor vehicle accident, the employee shall immediately file a police report.

Employees are required to provide full details and cooperate in the investigation and processing of any claims.

Section 6:

No employee shall use or allow the use of Authority property of any kind for other than officially approved activities.

Section 7:

No employee shall solicit or accept, whether directly or indirectly through a spouse or any member of their family, any compensation, gift, favor or service of value which they know or should know is offered or obtained to influence the employee in the

performance of their public duties and responsibilities.

Violation of this provision may be grounds for dismissal.

Section 8:

A Joint Safety Committee comprised of Management, Union members, one (1) Operator or Maintenance employee and one (1) Administrative employee, and the Union Chairperson will be created to ensure the Authority provides a safe workplace for all employees.

Meetings shall be held at a minimum on a quarterly basis.

ARTICLE XX
No Strike-Lockout Clause

Section 1:

It is recognized that the need for continued and uninterrupted operation of the Jackson Township Municipal Utilities Authority is of paramount importance to the citizens of the community and that there should be no interference with such operations.

Section 2:

Union covenants and agrees that during the time of this Agreement, any extensions thereto, or during negotiations of a successor Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in their behalf will cause, authorize or support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence of any employee from their position, or stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, sick-out, walk-out or other job action against the Authority.

The Union agrees that such action would constitute a breach of this Agreement.

Section 3:

The Authority agrees that there will be no lock-out during the term of this Agreement or any extension thereof or during negotiations of a successor agreement.

Section 4:

In the event of any breach of this Article, the Authority and the Union shall have the right to institute a suit in the appropriate court for damages and/or injunctive relief, without regard to and without having to invoke, proceed under, or abide by any provision or grievances and/or arbitration.

ARTICLE XXI

Fully Bargained Provisions

Section 1:

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations.

Section 2:

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3:

The Authority and the Union, for the life or the duration of this Agreement, agree that the other party shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 4:

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

ARTICLE XXII

Severability

Section 1:

If any article, section, subsection, paragraph, sentence, clause, or phrase of this Agreement should be declared invalid and for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and affect; and to this end the provisions of this Agreement are hereby declared to be severable.

Section 2:

If any such provisions are invalidated the Authority and the Union will meet for the purpose of negotiating changes made necessary by applicable law or decision of court of competent jurisdiction.

ARTICLE XXIII
Duration of Agreement

Section 1:

This Agreement shall be in full force and affect as of the date of execution by both parties or January 1, 2025, whichever is later, and shall remain in effect until and including December 31, 2027.

Section 2:

The Authority and the Union shall meet at least ninety (90) days prior to the expiration date of this Agreement to negotiate a new contract. If the parties fail to reach an agreement either before the termination date or the date of any mutually agreed upon extensions, this Agreement shall continue under the same terms until a new agreement is executed by the parties.

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

ATTEST:

JACKSON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

WITNESS:

By: 
William J. Allmann, Chairman

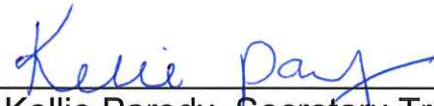
By: 
Janet Longo, Secretary

ATTEST:

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 220

WITNESS:

By: 
Christopher Macomber, President

By: 
Kellie Parody, Secretary Treasurer

By: 
Anthony Parella, Chairperson