

# **AGREEMENT**

**BETWEEN**

**WASHINGTON TOWNSHIP  
MUNICIPAL UTILITIES  
AUTHORITY**

**AND**

**WASHINGTON TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY  
EMPLOYEES ASSOCIATION**

Contract Period

2023 - 2025

**EMPLOYEES ASSOCIATION AGREEMENT**  
**2023 - 2025**

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**EMPLOYEES ASSOCIATION AGREEMENT**  
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This **AGREEMENT**, entered in to this \_\_\_\_ day of April, 2023, by and between the Washington Township Municipal Utilities Authority, of the County of Morris and State of New Jersey, hereinafter called the "Municipal Utilities Authority", and the Washington Township Municipal Utilities Authority Employees Association, hereinafter called the "Employees Association", representing the complete and final understanding on all negotiable issues between the Municipal Utilities Authority and those employees of the Municipal Utilities Authority represented by the Employees Association.

**ARTICLE ONE (I): TERM OF AGREEMENT**

The term of this Agreement shall be for the period commencing January 1, 2023 and ending December 31, 2025.

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**ARTICLE TWO (II): RECOGNITION AND SCOPE**

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

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

<b>TITLE</b>
Operator-of-Record
Operator V
Operator IV
Operator III
Operator II
Operator I
Operator
Operator in Training (OIT)

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**ARTICLE THREE (III): GRIEVANCE**

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

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

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

- A. The covered employee having a grievance shall give notice of the grievance to the Municipal Utilities Authority Executive Director within ten (10) days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate. The Executive Director shall render his decision within ten (10) days, unless it is mutually agreed that a longer time is required.
- B. In the event that the grievance is not settled or resolved to the satisfaction of the Employee Association, the aggrieved Employee may request arbitration within ten (10) working days of the receipt of a decision from the Executive Director, unless it is mutually agreed that a longer time is required. Failure on the part of the Employee Association to file its demand for arbitration within ten (10) working days shall constitute acceptance of the Executive Director's decision.
- C. In the event that the grievance has been resolved and one of the parties has sought a demand for arbitration,
  1. The parties shall submit the matter to binding arbitration before the New Jersey Public Employment Relations Commission in accordance with the rules thereof.
  2. The arbitrator shall be selected under the rules of the Public Employment Relations Commission. The parties agree that any decision and award shall be binding upon the parties. Thereto, in accordance with the procedure outlined above shall conduct a hearing within a reasonable time after designation by the Public Employment Relations Commission. There shall be no appeal from the arbitrator's decision as each such decision shall be final and binding on the Employees Association, the employee or employees involved, and the Municipal Utilities Authority.

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

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**ARTICLE FOUR (IV): SALARIES**

**A. EMPLOYEE PAY**

Base Hourly Rates<sup>1</sup> during the term of this Agreement shall be as follows:  
Effective January 1 of each year, the following hourly rates shall apply:

TITLE	HOURLY RATES		
	2023	2024	2025
Operator-of-Record	45.47	47.31	48.73
Operator V	41.19	42.91	44.20
Operator IV	36.39	37.96	39.10
Operator III	33.53	35.02	36.07
Operator II	29.98	31.36	32.30
Operator I	27.14	28.43	29.28
Operator	23.96	25.16	25.91
Operator in Training (OIT)	20.98	22.09	22.75

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

**B. PART-TIME EMPLOYEES**

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

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**ARTICLE FIVE (V): OVERTIME AND SPECIAL DUTY**

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

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

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

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preventers, oil storage tanks, on-site safety equipment (i.e. fire extinguishers, eye wash stations, etc.), personal protection equipment such as safety vests and eye wear, hazardous materials usage and storage (including Right-to-Know compliance) and any other items that the Municipal Utilities Authority may be required to comply with.

2. The Municipal Utilities Authority will reimburse an employee for costs associated with the necessary licenses, certifications and training to conduct the safety activities per the guidelines of Article Nine (IX), Section A 2 through 6.
3. The Safety Coordinator shall receive an additional \$0.45 per hour, effective on March 1<sup>st</sup>, during the term of the appointment.
4. The appointment of the Safety Coordinator is subject to the sole discretion of the Executive Director and not subject to the grievance procedure.

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**ARTICLE SIX (VI): HOLIDAYS**

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

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

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

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

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**ARTICLE SEVEN (VII): SICK LEAVE**

**A. SICK PAY**

1. Employees hired prior to January 1, 2017:

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

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

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

2. Employees hired on or after January 1, 2017

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

**B. UNUSED ACCUMULATED TIME**

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

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**C. ADDITIONAL SICK LEAVE**

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

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**ARTICLE EIGHT (VIII): VACATIONS**

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

**A. Employees hired prior to January 1, 2017:**

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

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

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

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

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**ARTICLE NINE (IX): OPERATING LICENSE & CONTINUEING  
EDUCATION POLICY**

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

**A. PAYMENT FOR LICENSES**

1. In the event the Licensed Water or Sewer Operator files his/her license(s) with the NJ DEP for two or more Municipal Utilities Authority water or sewer systems, he/she will receive an additional \$3.50 per hour for each subsequent filing over the first system. This incentive shall be added to the base hourly rate indicated in Section IV. A. This additional compensation shall only be applicable after one licensee covers a single Municipal Utilities Authority system.
2. During his or her term of employment, the Municipal Utilities Authority will reimburse an employee for the following costs to obtain a class license in either the water or sewer utility including:
  - a. Tuition for courses at a recognized school or training program,
  - b. Materials,
  - c. Transportation for courses taken.
3. The Municipal Utilities Authority will permit the employee to use time during his or her normal scheduled work day to take course study or the examination.
4. In order to obtain reimbursement, the Employee must obtain written approval from the Executive Director prior to actual participation
5. The Municipal Utilities Authority will not pay any costs incurred by an employee for tutor assistance.
6. The Municipal Utilities Authority will pay all fees required to keep all classes of operating licenses current. It is the responsibility of the employee to comply with State renewal requirements.

**B. CONTINUING EDUCATION**

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

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**ARTICLE TEN (X) OPEN SHOP**

- A.** The Municipal Utilities Authority recognizes the right of any of its Public Employees to become, at his or her own free will, a member of the Employees Association.
- B.** The Municipal Utilities Authority shall at the written request of the Employees Association deduct, by payroll deduction from those Employee Members of the Employees Association, the regular membership dues of the Employees Association.
- C.** The Employees Association shall provide within thirty (30) days of the date of acceptance of this Agreement, and January 1st and July 31st of each succeeding year, advance written notice to the Public Employment Relations Commission, the Municipal Utilities Authority and to all employees within the unit, as shall be determined by a list of such employees and furnished to the Municipal Utilities Authority, the information necessary to compute the regular membership dues.
- D.** Any challenge to the assessment by an Employee member of the Employees Association shall be filed in writing with the Public Employment Relations Commission, the Municipal Utilities Authority and the Employees Association within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason. Therefore, the burden of proof relating to the amount of the fee shall be on the Employees Association.
- E.** The Municipal Utilities Authority shall deduct the fee from the earnings of the employees and transmit the fee to the Employees Association quarterly during the term of this Agreement and any successive agreement so providing.
- F.** In the event the challenge is filed, the deduction for fees shall be held in escrow by the Municipal Utilities Authority pending a decision by the Public Employment Relations Commission pursuant to 34:13A-5.4 as amended. No fees shall be deducted for any employee sooner than a) the thirtieth (30th) day following notice of the amount of the fee; b) satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later; c) the tenth (10th) day following the beginning of employment for employees entering into work in the negotiation unit from re-employment lists; d) the date of satisfactory completion of the probationary period or the completion of a three (3)-month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforementioned categories nor any employees in the employ of the Municipal Utilities Authority at the time this agreement becomes effective and have elected to be members of the Employees Association shall be required to tender the fee before the thirtieth (30th) day following the date the said agreement becomes effective.
- G.** The Washington Township Municipal Utilities Authority Employees Association shall indemnify, defend and save the Municipal Utilities Authority harmless against any and all

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

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**ARTICLE THIRTEEN (XI)**  
**ADDITIONAL BENEFITS**

**A. HOSPITAL AND MEDICAL BENEFIT PROGRAM**

1. The Municipal Utilities Authority shall continue to provide enrollment in the hospital and medical benefit program presently in existence or another plan that provides comparable benefits to all full-time employees and their family.
2. The Authority shall provide employees with coverage for hospital and major medical insurance through the New Jersey State Health Benefits Plan. The Authority shall have the right to substitute the insurance carrier, providing the replacement coverage is comparable to that afforded by the current carrier.
3. Employees shall be required to contribute to his/her health benefits, inclusive of any dependent coverage, in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011.

**B. CLOTHING ALLOWANCE**

1. The Municipal Utilities Authority will provide a \$1,000 clothing allowance paid through taxable payroll. The allowance shall be payable 50% with the first payroll in March and September.
2. Uniforms may include trousers, long sleeved shirts, short sleeved shirts, sweatshirts, jackets, coveralls, rain gear and footwear.
3. The Executive Director will provide criteria for acceptable uniforms.
3. The Municipal Utilities Authority will provide ID patches for sweatshirts purchased by the employee through the clothing allowance. ID patches will be attached to said clothing by the employee.
4. Such "standard wardrobe" shall be worn during all business and "duty" hours.

**C. TOOLS**

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

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

**D. BEREAVEMENT LEAVE**

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

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

**E. MEAL ALLOWANCE**

If an employee is required to work three (3) hours before the commencement of his regular eight (8) hours shift or required to work three (3) hours after the conclusion of his regular eight (8) hour shift, the employee will be afforded a meal allowance reimbursement of \$20.00 payable through the next payroll check. The reimbursement request must be included on the employee's timesheet.

**F. DUTY PERSON CELLULAR TELEPHONE**

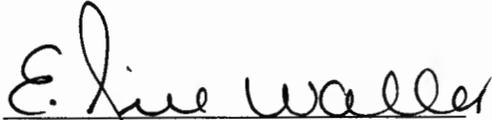
The employee working as the duty man shall carry the cellular telephone for the entire week and be available for emergency call outs. The payment for duty man shall be increased to \$200.00.

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

ATTEST:

WASHINGTON TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY

  
E. Jill Waller, Secretary

  
Walter Cullen, Chairman

Dated:

Dated:

WASHINGTON TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY  
EMPLOYEES ASSOCIATION

  
Dustin Hingel

Dated: 4-21-2023

  
Peter Kaltsas

Dated: 4/21/23