

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY

AND

AFSCME/AFL-CIO

DISTRICT COUNCIL 71

LOCAL 3303E

August 1, 2013 To July 31, 2017

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PREAMBLE

This Agreement entered into by the Pine Hill Municipal Utilities Authority referred to as the "Employer", and Local 3303E affiliated with AFSCME, AFL-CIO, District Council #71, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this Agreement shall be August 1, 2013. This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE I

RECOGNITION

The Employer recognizes District Council 71, Local 3303E American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive representative for the purpose of establishing salaries, wages, hours, and other conditions of employment for all personnel covered under this Contract and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of the employees as established by the laws of 1968, Chapter 303, and the Amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087, as well as other laws of the State of New Jersey. The classifications of employees covered by the Agreement are:

Maintenance Foreman

Maintenance Man II, Advanced

Maintenance Man II

Laborer

Officer Manager

Accounts Payable Clerk

Receptionist/Accounts Receivable Clerk

ARTICLE II

MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the laws and Constitution of the State of New Jersey and of the United States including, but without limitation, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Pine Hill MUA and its properties and facilities. The management and control of the activities of its employees utilizing personnel in the most appropriate and efficient manner as from time to time may be determined by the Employer.

2. The Employer shall determine work schedules and shifts if required, and decide the number of employees needed for any particular time.

3. The Employer shall determine any different or improved procedures, techniques, equipment and machinery to be utilized in the management and operation of the Employer.

4. The Employer shall hire all employees and subject to the provisions of law, shall determine the qualifications and conditions of continued employment, or assignment, and shall promote and transfer employees.

5. The Employer shall suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.

6. The Employer shall have the right to lay off employees in the event of lack of work or lack of funds or under conditions where continuance of such work would be inefficient and/or non-productive.

7. The Employer shall reserve the right to itself with regard to all other conditions of employment not so reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Employer.

8. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices for the furtherance thereof, and the use of judgment and discretion by the Employer in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of New Jersey and of the United States.

9. Nothing contained herein shall be construed to deny or restrict the Employer of any of its rights, responsibilities, and

authority under N.J.S.A. 40:14B-1 et seq. or any other Federal,
State or Local Laws or Regulations.

ARTICLE III

RULES AND REGULATIONS

1. The Employer has the right to establish reasonable and necessary rules and regulations governing the work and conduct of its employees.

2. These rules and regulations shall be applied equitably to all employees and a copy of such rules shall be provided at all times to the Union.

3. Changes in such rules and regulations shall be provided immediately to the Union and posted in a conspicuous place by the Employer.

4. All postings relating to positions shall be made at the garage and at the Administration Building.

ARTICLE IV

EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations with the Employer.

As a duly selected body exercising governmental power under color of Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or any laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union and its affiliates or collective negotiations with the Employer or his or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

An employee shall have the right to inspect his personnel file upon eight (8) hours notice to the Employer, when reasonable.

The Employer agrees to notify the individual employee if any material adverse to the employee is placed in his personnel file.

ARTICLE V

BAN ON STRIKES

It is recognized that the need for continued and uninterrupted operation of the Employer is of paramount importance to the citizens of the community for reasons of health, safety and welfare; therefore, there shall be no interference by the Union or its members with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the Union, its officers, members, agents or principals hereby agree that they will not engage in, encourage, sanction or suggest, strikes, slowdowns, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance at the Employer.

ARTICLE VI

DUES DEDUCTION

1. The Employer agrees to deduct from the salaries of the employees who are members of the Union, the Union's monthly membership dues.

2. The Union shall provide the necessary check-off authorization form to the Employer and the Union will secure the signatures of said employees requesting same on the forms and deliver the signed authorization forms to the Employer Executive Director or designee.

3. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Employer Executive Director or designee during the month following the filing of such card with the Employer.

4. The total deductions of all employees who are members of the Union and who have filed the necessary authorization card with the Employer shall be remitted to the Secretary-Treasurer of the Union with a list of the names of such employees from whom the deductions were made by the tenth day of the succeeding month after said deductions have been made.

5. The revocation of this authorization by any employee who is a member of the Union may be made at any time and shall be in writing in duplicate, one copy to be sent to the Union and one

copy to the Executive Director of the Employer, in accordance with the provision of applicable statutes as presently exist or as may be amended.

6. The Union shall indemnify, defend, and save harmless the Employer against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards as supplied by the Union to the Employer.

7. In the event the Union shall determine to create and participate in a Credit Union Fund, the Employer, upon receipt of written authorization from an employee, will agree to deduct from the salaries of those employees who are members of the Union contributions to the Credit Union Fund.

ARTICLE VII

WORK SCHEDULES

The regular scheduled work week shall consist of five (5) consecutive days, Monday through Friday, eight (8) working hours per day, a forty (40) hour work week for employees of the Maintenance Department. Employees of the Maintenance Department shall work from 7:00 a.m. to 4:00 p.m. except for the summer schedule commencing on daylight savings time when the hours shall be from 6:00 a.m. to 3:00 p.m.

Employees in the Administrative Office who are members of the Union shall work from 9:00 a.m. to 4:00 p.m., Monday through Friday, six (6) working hours per day, a thirty (30) hour work week.

All employees covered by this Agreement shall be entitled to a sixty (60) minute lunch period. Employees in the Maintenance Department shall be provided two fifteen (15) minute rest breaks, one in the a.m. and one in the p.m. During Summer hours Maintenance Department employees shall be provided a thirty (30) minute rest break in the morning with no other rest break.

All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their position multiplied by the actual number of hours that comprise their

scheduled work week. Any changes in the work shift shall not be made without first having discussed such change with the Union.

ARTICLE VIII

OVERTIME

Overtime is defined as any time worked beyond the regular hours of duty (eight (8) hours per day and forty (40) hours per week for Maintenance Department and six (6) hours per day and thirty (30) hours per week for Administrative Office Union employees) and is only granted when an employee is ordered to work by a supervisor of the Employer.

Time and one-half the employee's regular base rate of pay shall be paid for work under any of the following conditions:

A. All work performed in excess of the Maintenance employee's regular eight (8) hours of duty in any one (1) day and six (6) hours of duty in any one (1) day for Administrative Union employees.

B. All work actually performed in excess of the Maintenance employee's regular forty (40) hours of work in any one (1) week and Administrative Union employees regular thirty (30) hours of work in any one (1) week. Hours for which time and one half is paid shall not be included in the employee's base rate of pay based on a forty (40) hour work week or thirty (30) hour work week as applicable.

C. For designated holidays, in addition to the holiday pay, when so ordered by a supervisor of the Employer.

D. Overtime shall be paid currently or at least no later than the second pay period subsequent to when the overtime was performed by the employee.

E. During the work week, any employee who is requested and returns to work during a period other than his or her regularly scheduled shift for that day shall be paid time and one-half for such work, provided the employee has performed his or her regular hours of duty. An employee who is required to be "on call" on Saturday and Sunday shall be paid at the employee's regular pay for four (4) hours. On call employees shall be permitted to take home the Employer's truck, but the truck use is restricted solely to the Employer's business.

F. Whenever possible, overtime and "on call" duty shall be assigned on a rotating basis by the Operations Manager provided that the employee is qualified for the job.

G. Overtime work shall be first assigned to employees covered in this Agreement before being performed by supervisory personnel. This does not preclude a supervisor from being present when overtime work is being performed.

ARTICLE IX

SENIORITY

Seniority is defined as an employee's total length of service with the Employer. An employee having broken service (as distinguished from a leave of absence) shall not accrue seniority for the time when not employed by Employer.

If a question arises concerning two or more employees who are hired on the same date the following shall apply:

If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employees last name.

The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to a representative of the Union no more than twice a year if requested in writing by the Union.

In cases of promotions, demotions, layoffs, recalls, vacation schedules and other situations where substantial employee advantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

A list shall be maintained by the Employer indicating the number of positions available. Such positions shall be posted on a bulletin board with all other Union notices. A minimum notice of five (5) days shall be given before that position may be permanently filled from the general public. Such an employment position shall be open to Union employees based upon seniority and ability to perform the work required.

An employee taking an unauthorized absence for three (3) consecutive days without notice to the Employer shall forfeit seniority and such absence shall constitute a resignation by the employee.

ARTICLE X

LAYOFFS

The Authority may lay off an employee for purposes of efficiency or economy or other valid reason requiring a reduction of the number of employees.

Prerequisite to Layoff: No permanent employee shall be laid off until all emergency temporary and provisional employees and all probationers who are serving their working period holding positions in the same class in the organizational unit are separated; nor shall a permanent employee be laid off except in accordance with the procedure as prescribed in these rules.

Order of Layoff or Demotion: In the event the Authority develops Performance Ratings, whenever there are two (2) or more permanent employees from which Layoff or demotion in lieu of layoff is to be made, employees with an unsatisfactory performance rating for the twelve (12) month period immediately preceding the layoff or demotion shall be the first laid off or demoted.

Layoff or demotion for all other employees shall be in the inverse order of performance ratings provided that layoffs or demotions of permanent employees shall be in the order of seniority, the person or persons last appointed being the first laid off or demoted.

Notice of Layoff or Demotion: No employee shall be laid off or demoted in lieu of layoff until that employee and the Union shall have been given notice in writing, personally or by certified mail, of the date upon which the employee will be laid off or demoted. Such notice shall be served at least 14 days before the layoff or demotion becomes effective.

ARTICLE XI

BILL OF RIGHTS

To insure that the individual rights of employees in the bargaining Union are not violated, the following shall represent the employee's Bill of Rights:

- 1) An employee shall be entitled to a disciplinary hearing
- 2) An employee shall be entitled to Union representation at each stage of a disciplinary hearing
- 3) Employees will be disciplined for just cause only.
- 4) An employee shall be entitled to Union Representation at each and every step of the grievance procedure set forth in this Agreement.
- 5) No employee shall be required by the Employer and/or its Agents to submit to an interrogation unless the employee is afforded the opportunity of Union Representation
- 6) No recording devices or stenographer of any kind shall be used during any meeting unless both Union and Employer are made aware of their use prior to such meeting.
- 7) In all disciplinary hearings, the employee and/or

the employees Union representative shall have the right to introduce evidence and witnesses in the employees behalf, and the right of cross examination of all witnesses against the employee

8) An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this Agreement.

ARTICLE XII

GRIEVANCES

The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning, applications or interpretation of the terms and conditions of employment.

The following constitutes the grievance procedure:

STEP ONE: As to grievances, the aggrieved employee shall present the grievance in writing to the Operations Manager for all Maintenance Department employees and to the Executive Director for all office staff employees. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The Operations Manager or Executive Director will give a written answer within five (5) working days of the date of presentation of the grievance.

STEP TWO: If the grievance is not settled in Step One, it shall be presented in writing to the Chairman of the Authority or his designee within three (3) working days of the written decision rendered in Step One. The grievance shall be in full detail and dated. The Chairman or his designee shall reply to the grievance in writing within five (5) working days of the date of the

presentation of said grievance. The aggrieved employee may be represented by the Shop Steward or Union Representative.

STEP THREE: If the grievance remains unresolved, the District Council Representative may within fifteen (15) working days after the written reply of the Employer, submit the grievance in writing to arbitration, with a copy to Employer. The Union and Employer can mutually agree upon a longer time period within which to adjust the grievance prior to proceeding to arbitration.

The Public Employees Relations Commission (P.E.R.C.) shall be requested by either or both parties to provide a panel of five (5) Arbitrators for the parties to choose from. The Arbitrator shall restrict his inquiry to the standards established by this Agreement only and his decision shall be final and binding on both parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The fee of the arbitrator shall be borne equally by the Union and the Employer.

The Union will notify the Employer, in writing, of the names of its employees who are designated by the Union to represent employees under the grievance procedure.

Agents of the Union who are not employees of the Employer will be permitted to visit with employees during working hours for the purpose of discussing union representation matters so long as such

right is reasonably exercised on notice to Employer and there is no undue interference with work progress. (Such representative shall also be recognized by the Employer as an authorized spokesperson for the Union in the matters between the parties regarding employee representation matters)

A grievance may be filed by the Union on its own instigation or at the request of an employee covered under this Agreement instead of an individual employee.

ARTICLE XIII

HOLIDAYS

The following are recognized as paid holidays by the Authority:

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Easter Monday

Memorial Day

Fourth of July

Friday Before Labor Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Friday After Thanksgiving Day

One Half (1/2) day - December 24 (Christmas Eve)

Christmas Day

One Half (1/2) day - December 31 (New Years Eve)

Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays that fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall within an

employee's vacation period may be celebrated at the employee's option, either the day before the vacation period or the day after the vacation period at the approval of the immediate supervisor.

Any Holiday or day off granted to other employees not in the Collective Bargaining Unit by Resolution of Employer shall be granted to employees covered by this Agreement.

Any day declared a National Holiday by the President of the United States shall be granted to employees covered by this Agreement.

No employee shall be paid for a holiday when they are absent from their regularly scheduled duty the day before or the day after a holiday unless a medical certification is provided, unless employee is on pre-scheduled vacation.

It is understood that there shall only be one (1) day of celebration in the event a holiday is celebrated on a day other than the actual day of said holiday, and that no additional day shall be received because of the adjustment of the day of celebration.

Those employees who are required to work on holidays shall be paid in accordance with the overtime schedule. Time and one-half will be paid on the actual day of celebration of all holidays and no other day.

ARTICLE XIV

PERSONAL DAYS

All full-time employees shall be entitled to three (3) days personal leave per year for necessary and important reasons. Whenever possible, requests for personal leave must be submitted to the employee's supervisors for approval, which approval shall not be unreasonably withheld, at least one (1) day in advance of the leave day sought. Said personal days may not be accumulated, nor is it payable upon separation or termination.

ARTICLE XV

SAFETY AND HEALTH

The Employer shall at all times maintain safe equipment and healthful working conditions. The Employer shall provide Maintenance Department employees with wearing apparel and seven (7) uniforms, two (2) pair of safety shoes a year and any other tools or devices that the Employer deems reasonably necessary in order to ensure the safety and health of the employee. The Employer shall pay no more than One Hundred Fifty (\$150.00) Dollars per year for work safety shoes. Employees must provide proof by paid receipt in order to receive reimbursement.

The Employer shall pay no more than One Hundred (\$100.00) Dollars for winter uniforms. Employees must provide proof by paid receipt in order to receive reimbursement.

All wearing apparel, tools and devices so supplied by the Employer to the employee for the purposes of safety and health must be worn and/or utilized by the employee. Failure to utilize this equipment may subject the employee to disciplinary action by the Employer.

All new employees shall be required to undergo a complete physical examination at the expense of the Employer prior to permanent employee status.

A safety committee shall be formed having one (1) member from the Employer and one (1) from the Local Union.

ARTICLE XVI

INJURY LEAVE OF ABSENCE

An employee who is a member of the Union and who is disabled by injury or illness incurred in the performance of his or her duties arising out of his or her employment shall receive workmens compensation benefits to which the employee is entitled by law. The employee shall also receive the difference between the amount of workmens compensation and his or her salary for a period not to exceed 26 weeks during the period of temporary disability. Said disability or illness must be a direct result of or arising out of the employee's employment and is certified as such by a physician designated by the Employer.

An employee who is a member of the Union and who is disabled by injury or illness, not work related, shall be permitted a leave of absence without pay for a period not to exceed 26 weeks, provided that such injury or illness is certified as such by a physician designated by the Employer or acceptable to the Employer.

The Employer shall continue to pay previously paid benefits for an employee on an injury leave of absence during the 26 week time period, except that an employee disabled by injury or illness not work related shall be required to pay pension and life insurance payments.

Any request for an extension of injury leave of absence beyond the six (6) month time period shall be submitted in writing to the Employer at least thirty (30) days prior to the expiration of the six (6) month period setting forth all reasons for such request. The Employer shall determine all such requests on a case by case basis and advise the employee in writing of its decision; however, the Employer shall grant a ninety (90) day extension to any employee who submits a medical document with a probable return to work date within that ninety (90) day period.

Any employee granted an extension on an injury leave of absence shall be required to pay for all benefits previously paid by the Employer.

Any employee who is injured, whether slight or severe, while working for the Employer must make an immediate report prior to the end of the said shift to the immediate supervisor or as soon as the injury manifests itself to the employee. Failure to report such an injury may result in the failure of the employee to receive any compensation under this Article.

In the event the Employer's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Employer's physician, then the Employer

and the employee shall mutually agree upon a second physician who shall examine the employee. The cost of the second physician shall be born equally by the employee and the Employer. The determination of the second physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the second physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

In the event the physician designated by the Employer determines that the employee would be fit to return to light duty, the physician shall contact the Employer prior to the employee leaving the physician's office. In the event the Employer in its discretion determines that it is able to utilize the employee's services on a light duty basis, the employee shall be permitted to return to work on that basis until he or she is able to resume his full duties. If the Employer in its discretion determines that it is unable to utilize the employee services on a light duty basis, then the employee shall be placed on injury leave pursuant to this Article.

In the event any employee is granted said injury leave, the Employer has no obligation to pay the employee except pursuant to this Article for the initial 26 week time period hereinabove indicated. The only payment that the employee shall be entitled to

following said 26 week time period shall be the payment of worker's compensation benefits in accordance with the laws of the State of New Jersey.

In the event the Employer can prove that an employee has abused his or her privileges under this Article, the employee shall be subject to disciplinary action by the Employer up to and including termination.

If the employee's injury is due to his or her failure to wear or utilize safety wearing apparel, tools and/or devices supplied by the Employer, the employee may be subject to disciplinary action by the Employer.

Any employee sustaining injuries which are compensable under the Workmen's Compensation Act, but which do not prevent him or her from performing usual duties, but do require that he or she visit the office of the Employer designated insurance physician for the purpose of obtaining further treatment during working hours, shall not suffer loss of wages because of said medical visits.

Any employee who is injured on the job and either sent home or to the hospital to obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day. The ability to perform work shall be determined by the doctor and/or the hospital report rendered.

When an employee is unable to work for any extended period of time due to an injury or illness not work related, all accumulated sick leave shall be exhausted before receipt of State Disability.

Employees are required to exhaust their accumulated sick time before filing a State Disability claim. When filing a Workmen's Compensation claim, employees are not required to exhaust their accumulated sick time. Any employee returning to work prior to the 16th of that month would be entitled to the time accrued in that month.

For those benefits requiring employee contributions, the employee will be required to make these payments during such period of disability whether work related or not. Payments should be made through the Employer.

Sick leave and vacation time will accrue during injury leave of absence whether work related or not.

ARTICLE XVII

INSURANCE

The Employer agrees that the Group Hospital Medical Plan offered by AmeriHealth and further identified on Exhibit "B" attached hereto as the 10/20/70% Option 3 Plan, its equal or better, for all employees and their families. The reimbursement provisions of P.L. 2011, c. 78 shall apply as required by law.

The Opt-Out for Medical Insurance pursuant to N.J.S.A. 40A:10-17-1 shall apply. Hence, employee opt-out is limited to payment in the amount of 25% of the amount saved due to the waiver of coverage, or \$5,000, whichever is less.

The Employer agrees to continue the Dental Plan presently in effect for employees and covered family members. This Dental Plan, or its equal or better, will remain in effect for all employees and covered family members for the term of this Agreement.

The Employer agrees to continue the reimbursable prescription plan for all employees and their families as presently in effect.

The employee must provide pharmacy receipts and labels to receive reimbursement. The Authority shall pay the \$15/\$25 co-payment on prescriptions for all Authority employees up to a maximum of five hundred (\$500.00) dollars per employee annually.

The Authority shall reimburse all employees forty (\$40.00) Dollars for emergency room visits.

The Authority shall provide one (1) eye examination every two (2) years at a cost not to exceed Eighty (\$80.00) Dollars per

person and shall pay Three Hundred (\$300.00) Dollars every two (2) years for the purchase of prescription eyeglasses per person.

All full time employees and part time employees working a minimum of twenty (20) hours per week shall receive all insurance coverage.

The Insurance Plans in effect through this article will not be changed without thirty (30) day advance written notice to the Union.

No employee hired by the Authority after the effective date of this Agreement shall be eligible for lifetime health benefits paid by the Authority upon retirement.

ARTICLE XVIII

PAY PERIOD AND PAY DAY

Section A: All employees covered under the terms of this agreement shall be paid weekly.

Section B: When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday.

ARTICLE XIX

GENERAL PROVISIONS

SECTION A - Bulletin Boards will be provided by the Employer at the garage and Administration Building for the use of the Union, for the sole purpose of posting Union announcements and other information.

SECTION B - Union Activities on Employer's Time and Premises
The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the Shop Steward or designee shall be allowed to:

- 1) Post Union Notices without interference with employees duties.
- 2) Distribute Union Literature without interference with employees duties
- 3) Transmit Communications authorized by the Local Union or its officers, to the Employer or its representatives, both written or oral.
- 4) Solicit Union membership from other employees during non-working hours of both the person soliciting and the person being solicited.
- 5) The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees both Local and District, or International, shall have the right to visit the premises during working hours on notice to Employer, so long as such visit shall not interfere with employees duties.

See Exhibit "C" attached hereto for additional "Union Privileges."

ARTICLE XX

VACATIONS

All permanent employees of the Employer shall be entitled to the following annual vacation period with pay.

1. Five (5) days if three months of permanent service is completed by July 1.
2. Ten (10) days if one year of employment is completed by July 1.
3. Fifteen (15) days commencing with the fifth year of service.
4. Twenty (20) days commencing with the tenth year of service.
5. Twenty-five (25) days commencing with the fifteenth year of service.

Permanent part time employees shall receive vacation leave on a pro-rated basis in accordance with the above schedule. Temporary full time employees shall be entitled to vacation leave to the same extent such leave is provided for full time permanent employees.

Only one (1) employee shall be scheduled for vacation in any one (1) week unless approved by the employee's supervisor and Employer's Board of Commissioners. A request in writing must be submitted by the effected employee.

Vacation leave may not be accumulated from year to year.

Vacations shall be scheduled on a calendar year basis, January to December.

When an employee reaches an anniversary date of employment during the year, if this entitles the employee to additional vacation days because of years of service, those vacation days shall automatically accrue to that employee for additional vacation in that particular year.

The Employer shall not buy back any unused vacation days except that when an employee has been laid off, resigned, quit or been discharged, the employee shall receive all vacation pay for that year for vacation not taken.

Where a holiday occurs within a vacation week, an employee shall receive an extra day for vacation either immediately before or after said vacation period, upon the approval of the employee's immediate supervisor and the Executive Director.

Vacation pay will be paid prior to the employee going on vacation, as long as the employee takes a minimum of five (5) working days vacation and provides at least two weeks notice to the Executive Director of the Employer.

Vacation days are to be paid on base hourly rate of pay.

ARTICLE XXI

SICK LEAVE

Sick leave shall be defined as the absence from duty of an employee because of personal illness, accident or exposure to contagious disease which prevents the employee from performing his or her duties. Sick time shall also be permitted for an employee to attend a medical appointment provided notice is given to the employee's supervisor prior to the appointment.

Sick leave shall accrue for full time employees on the basis of one and one-quarter (1 1/4) day per month of employment from the date of permanent appointment. At the beginning of each fiscal year in anticipation of continued employment, employees shall be credited with fifteen (15) work days. Sick leave can be accumulated from year to year.

In the event an employee is absent for three (3) consecutive working days for sick leave as defined hereinabove, the Employer shall require acceptable medical evidence on the form prescribed.

The nature of the illness and the length of time the employee was or will be absent shall be stated on a doctor's certificate. A medical certificate must also be presented to the Employer by the employee prior to reporting back to work if absent for three (3) consecutive work days or longer for sick leave.

Any employee who has exhausted his accumulated sick leave by reason of illness as proved to the satisfaction of the Employer's Board of Commissioners shall be continued on the Employer medical, dental and prescription programs.

An employee who does not expect to report to work on any working day because of personal illness or for any other reason set forth hereinabove, shall notify the Employer by telephone or personal messenger at least one half (1/2) hour prior to the employee's starting time except in emergency circumstances, but in no event later than the work reporting time. Failure to do so could result in loss of pay for the period of absence and may be cause for disciplinary action.

Any sick leave claimed by reason of quarantine or exposure to contagious disease shall be certified by the local health department. A certificate from the local health department shall be required before the employee may return to work.

All Union employees shall be paid a full day of sick leave accumulated upon retirement from service in good standing with the Employer to a maximum of forty-five (45) days. This shall be paid at the salary level then in effect for the employee at the time of retirement from the Employer but shall not exceed fifteen thousand (\$15,000.00) dollars.

Union employees shall be permitted to sell back up to seven (7) days of sick leave not taken in a calendar year, to be compensated at the employee's base rate of pay. Notice of employee's intent to sell back sick time must be provided to the Employer not later than July 1 of that calendar year and payment thereof shall be made by the employer on the 1st pay of August of each year. No employee hired after the effective date of this Agreement shall be eligible for the annual buy-back of sick days.

ARTICLE XXIII

LEAVE OF ABSENCE

The Employer may grant a leave of absence without pay to an employee covered under this Agreement for a period not to exceed thirty (30) days. All requests for a leave of absence must be presented to the Employer in writing with the reasons therefor with a copy to the Union. A leave of absence shall be granted in the discretion of the Employer. Any extension of a leave of absence shall be granted in the discretion of the Employer. Any extension of a leave of absence beyond the thirty (30) day time period shall be considered by the Employer on a case by case basis.

ARTICLE XXIV

FUNERAL LEAVE

In the event a death in the employee's immediate family, the employee shall be granted time off without loss of pay not to exceed three (3) consecutive working days, one of which shall be the day of the funeral. The term "immediate family" shall be defined as mother, father or parental guardian, brother, sister, spouse, children or foster children of the employee and step-parents and mother-in-law and father-in-law and grandparents.

ARTICLE XXV

JOINT COMMITTEE

A committee shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. No committee meetings shall be held without a written request by one party and an agenda prepared for the specific items to be discussed. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings. The committee shall consist of two individuals designated by the Employer and two individuals designated by the Union. Such meetings shall be to discuss items of general interest or concern relating to this Agreement or for the dissemination of general information to the parties to this Agreement.

ARTICLE XXVI

HIRING EMPLOYEES

1. Every new employee shall be on probation for a period of six months (180 days). Upon mutual agreement, the parties may extend the period an additional thirty (30) days.

2. On the fifteenth (15) day of each month, the Employer's payroll office shall furnish the Union a written list of all new employees employed during the previous month, as well as any employees retained during the said month after their probationary period.

ARTICLE XXVII

LONGEVITY

Longevity pay for extended service shall be determined on the basis of the employee's anniversary date of employment with the Employer in accordance with the rates hereinafter set forth; and it shall be payable in one lump sum during the first week of December of the year when longevity rates become applicable to the particular employee, and on each first week of December thereafter.

Commencing on the anniversary date of employment of the beginning of the year of service indicated in the columns below, the employees who shall qualify therefor shall receive a sum equivalent to that figure indicated.

<u>COLUMN I</u>	<u>COLUMN II</u>
6 years to 10 years	\$1,400.00
11 years to 15 years	\$1,550.00
16 years to 20 years	\$1,700.00
21 years to 25 years	\$1,850.00

Longevity shall not apply to any employees hired after the effective date of this Agreement.

ARTICLE XXVII

JURY DUTY

Any regular full time employee who must report to jury duty and loses time from his job because of said jury duty as certified by the Clerk of the Court, shall be paid by the Employer the difference between his regular base rate of pay on a maximum of an eight (8) hour working day and the daily jury fee, subject to the following conditions:

1. The employee must notify his immediate supervisor upon receipt of a summons to jury service.
2. The employee has not voluntarily sought jury service.
3. The employee is not attending jury duty during vacation and/or other time off from Authority employment.
4. The employee submits adequate proof of the time served on jury duty and the amount received for such service.

If the employee does not have to report to jury on any work day, he must thereafter report to work for Employer. This day's work will not be counted as extra pay for that day. If the employee does not report to work, he shall lose that day's pay and may be subject to disciplinary action.

ARTICLE XXVII

DISCIPLINE, DISCHARGE OR SUSPENSION

The Employer shall have the right to discipline, suspend or discharge an employee for just cause. This shall not prohibit the Union on behalf of said employee from investigating any such discipline, dismissal or suspension and resorting to the grievance procedure provided in this Agreement.

Just cause shall include but not be limited to violation of rules and regulations of the Authority which are adopted and are in full force and effect. A copy of the Rules and Regulations on employee discipline is attached hereto as Exhibit "A".

ARTICLE XXIX

RETIREMENT

The employee shall be eligible to participate in the New Jersey Public Employee Retirement System in accordance with applicable statutes.

ARTICLE XXX

INSPECTION PRIVILEGE

It is agreed that Union duties and activities will not be carried on during hours of work, except as provided for in this Agreement. Union officials shall have the right to enter the work place, on notice to the Authority's Administrator, to satisfy themselves that this Agreement is being observed.

Upon reasonable notice to the Authority and during regular business hours the Business Agent of the Union, their designated representatives or the Shop Steward, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute.

ARTICLE XXXI

STEWARDS

The Employer recognizes the right of the Union to designate a Shop Steward and alternate. The alternate will act only in the absence of the Shop Steward and in accordance with present practice.

The authority of the Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

B. The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provided such messages and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interferences with Employer's business.

Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business.

The Employer recognizes the limitations upon the Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the right to impose proper discipline, including

discharge, in the event the Shop Steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

Stewards shall be permitted reasonable time to investigate, present, and process grievances with permission of the Employer without loss of time or pay.

ARTICLE XXXII

SALARIES

A. Effective August 1, 2013, all bargaining unit employees shall receive a one and one half (1.5%) percent increase in their annual base pay.

B. Effective August 1, 2014, all bargaining unit employees shall receive a one and one half (1.5%) percent increase in their annual base pay.

C. Effective August 1, 2015, all bargaining unit employees shall receive a one and one half (1.5%) percent increase in their annual base pay.

D. Effective August 1, 2016, all bargaining unit employees shall receive a two (2.0%) percent increase in their annual base pay.

E. New employees in the Maintenance Man II classification shall be paid at the rate of Twelve (\$12.00) Dollars per hour during the six (6) month probationary period. At the end of the probationary period, the Maintenance Man II classification shall be paid at the rate of Fifteen (\$15.00) Dollars per hour.

F. New employees in the Laborer classification shall be paid at the rate of Nine (\$9.00) Dollars per hour during the six (6) month probationary period. At the end of the probationary period, the Laborer classification shall be paid at the rate of Ten (\$10.00) Dollars per hour.

G. An employee who receives any of the following State Licenses will be entitled to a Fifty Cents (\$.50) per hour increase:

C1, C2, W1, W2, T1 and T2.

If, for any reason, the employee fails to maintain the State License, they shall forfeit the Fifty Cents (\$.50) per hour increase.

ARTICLE XXXIII

SEVERANCE PAY

In the event Employer determines to privatize services presently performed by Authority employees and Authority employees are terminated from employment due to such privatization, then the terminated Authority employee(s) shall be entitled to one (1) week of severance pay for each year of service at the base weekly salary rate on the employee's termination date.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS CLAUSE

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

This provision of this Agreement shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of State and Local laws.

ARTICLE XXXIV

FULLY BARGAINED AGREEMENT

This Agreement shall represent and incorporate the complete and final understanding by the parties of all bargainable issues which were or would have been the subject of collective negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any other such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXV

DURATION

This Agreement shall be in full force and effect as of August 1, 2013 and shall remain in full force and effect up to and including July 31, 2017, without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice in writing no sooner than one hundred twenty days (120) prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

This Agreement shall remain in full force and effect on a day to day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein.

This Agreement shall remain in full force and effect in the event that the Union affiliates or merges with any other Union.

IN WITNESS WHEREOF, the parties have hereunto set their hand
and seal at the County of Camden, New Jersey, on this day of.

DISTRICT COUNCIL 71
AFSCME AFL-CIO

BY:

Matthew Hamell
Ex-Director
5/15/14

ATTEST:

Delorah L Waininger

PINE HILL BOROUGH MUNICIPAL
UTILITIES AUTHORITY

ATTEST:

Debra Corson

DEBRA CORSON, SECRETARY

BY:

Mark Buscher
MARK BUSCHER, CHAIRMAN

EXHIBIT "A"

A. The Department Head shall dismiss an employee at anytime for possession of alcohol or drugs, or drinking alcohol or taking drugs while on duty, disorderly conduct involving the use of alcohol and/or drugs while on duty or for drinking alcohol or taking drugs on MUA property.

B. The Department Head also may suspend with recommendation to Authority Commissioners to dismiss an employee at any time for any just cause.

C. Employees may not accept donations or other gratuities, contributions, tips, & etc. that would put employees under obligations to the person making the donations. All citizens are to be treated alike. An employee accepting a donation, etc., shall be suspended for 3 days on first offense and dismissed from employment on a second offense.

D. Conviction of any criminal offense, felony, drugs and etc., by any employee will result in automatic dismissal.

E. MUA Equipment shall not be removed from MUA property for personal use without department head approval. Such action will be cause for a 3 day suspension on a first offense and dismissal from employment on a second offense. When a person is on call he may with the approval of the department head use MUA truck only to and from his home. Any use further then to and from his home is not permitted. (See "H"). MUA vehicles are restricted to a three (3) mile radius of Pine Hill when taken to or from an employee's home.

F. Drinking or taking drugs prior to reporting for duty where employees condition is such that it affects the proper performance of his duty;

1st offense - 3 days suspension
2nd offense - Discharge

G. Flagrant disobeying orders (insubordination)

1st offense - 3 days suspension
2nd offense - Discharge

H. Unauthorized use of Motor Vehicles

1st offense - 3 days suspension
2nd offense - Discharge

I. Abuse of Time

1st offense - Reprimand
2nd offense - 3 days suspension
3rd offense - Discharge

J. Willful Damage to Equipment

1st offense - Discharge

K. Failure to report accidents or property damage or personal injuries:

1st offense - days suspension
2nd offense - Discharge

L. Absent for three consecutive working days without notification to department head will constitute voluntary termination from the Employer.

M. Reporting late for work unless valid excuse provided
Lateness shall be defined

1st offense - Reprimand
2nd offense - 3 days suspension (if less than 6 months from previous incident)
3rd offense - discharge (if less than 6 months from second incident)

N. Pattern Absenteeism shall be subject to:

1st offense - Reprimand
2nd offense - Discharge

- O. When an employee has been absent from work he must advise department head of when he will be able to return. Failure to do so, he or she will not be permitted to work the day of their return.
- P. Discourtesy to Customers:
 - 1st offense - Reprimand
 - 2nd offense - 3 days suspension
 - 3rd offense - Discharge
- Q. Punching a time clock other than your own or having another employee punch your time card:
 - 1st offense - Discharge
- R. Participating in any strike or work stoppage or work action effecting MUA - Discharge
- S. Proven theft of MUA property or other employees property - Discharge
- T. Assault on any officer, member, representative of Employer, or on any employee - Discharge
- U. All verbal reprimands must be reported to the Executive Director in letter form from the supervisor and placed in the employees file for one (1) year
- V. All employees must call in no later than 30 minutes after shift commences when not reporting for work.

All non-collective bargaining unit employees affected or charged under these rules may within three (3) days appeal in writing to the Authority Board for a Hearing or if a collective bargaining unit employee proceed through the established grievance procedure.

All suspensions are without pay.

EXHIBIT "C"

UNION PRIVILEGES

The following privileges shall be made available to the Union, provided they are not abused and subject to all pertinent rules and regulations of the Authority.

1. Telephone calls from AFSCME Council to Union Officers, Executive Board Members or Shop Stewards employed by the Authority will be taken directly by the Officer unless he/she is not available in which case a message shall be transmitted to the Official as soon as possible. These telephone calls shall not interrupt or interfere with Authority business or the employees' duties.

2. Where the Union has mail to be delivered to its Officers, Executive Board Members or Shop Stewards employed by the Authority, the interoffice mail system will be made available to deliver such mail within any institution or building provided that priority is retained for the business of the Authority.

3. The Union shall be allowed to conduct normal business meetings on Authority property provided that space is available, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability for the damages, care and maintenance and any costs which are attendant thereto are borne by the Union. Employees may attend such meeting only during off duty hours. The Union agrees to indemnify and hold the Authority harmless from any personal injury or property damage

suffered by anyone attending this meeting, including attorney fees.

4. In the event the Authority has a newsletter which is published periodically for the information of employees, any announcements of Union meetings or affairs will be included if requested by the Union, provided such announcements are consistent with the editorial practices in effect.

POLICY AGREEMENTS

1. Upon request of the Union Local, Institutional Management shall schedule a Labor Management Meeting with Authority Representatives sometime during the months of March and September. These meetings are to discuss local contract administration problems and improve communications. The Local President or his or her designee, a Council Representative and up to two (2) other Local Union Officials may attend such meetings.

Notifications to Union

1. It is understood that it serves the interests of both the Union and the Authority to keep the lines of communication between the parties as open as possible.

2. The Authority will inform the Union by Notification to the Council 71 Executive Director of any executive and/or departmental policy decisions concerning hiring freezes, maintaining vacant positions or other actions that have major impact on the positions in this bargaining group.

Notifications Concerning Employees

The Authority agrees to provide to the Union, on an annual basis, a complete up-to-date listing of all employees covered by this Contract. Such listing shall include the employee's job classification, work location, and membership status as it appears on the records of the Authority. The Union shall disclose such information only to its Officials and Representatives whose duties require access to such information. Notification of all corrective actions shall be given to the Union.

Access to Premises

1. The Local, Council and International Representatives designated by the Union, and acknowledged by the Authority shall be admitted to the premises of the Authority on Union business on notice to the Authority.

2. Such Union Officials shall have the opportunity to consult with employees before the start of the work shift, during lunch breaks, or after completion of the work shift. The Authority will designate appropriate places for such consultations.

Membership Packets

The Union may supply membership packets which contain information for distribution to new employees including the role of the Union, the Membership Application and a copy of this Contract, as well as other material mutually agreed to by the

Authority and the Union. The Authority agrees to distribute such membership packets to new employees during the initial phase of employment. The Authority will provide a thirty (30) minute period during the new employee's training period to allow an AFSCME Council Representative of the Union to meet and explain the Union's responsibilities. If the Council Representative cannot be present during such training period, the Local President or designee will be allowed to make such a presentation to a new employee within twenty (20) days of hire on notice to the Authority.