

CONTRACT AGREEMENT

BETWEEN

DEPTFORD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

DISTRICT COUNCIL 71, LOCAL 3303D

Effective:

February 1 2002 to January 31, 2006

TABLE OF CONTENTS

| | |
|---|----|
| ARTICLE 1 - RECOGNITION | 1 |
| ARTICLE 2 - VACATION LEAVE | 2 |
| ARTICLE 3 - SICK LEAVE | 4 |
| ARTICLE 4 – HOLIDAYS | 7 |
| ARTICLE 5 - SALARIES | 9 |
| ARTICLE 6 - LONGEVITY PAY | 10 |
| ARTICLE 7 - INSURANCE PROTECTION | 11 |
| ARTICLE 8 - MANAGEMENT, UNION COMMITTEE | 12 |
| ARTICLE 9 - UNIFORM/CLOTHING ALLOWANCE | 13 |
| ARTICLE 10 -WORKWEEK | 14 |
| ARTICLE 11 - SENIORITY | 16 |
| ARTICLE 12 - MATERNITY LEAVE | 16 |
| ARTICLE 13 - UNION BUSINESS | 17 |
| ARTICLE 14 - STRIKES AND LOCKOUTS | 18 |
| ARTICLE 15 - MANAGEMENT RIGHTS | 19 |
| ARTICLE 16 - GRIEVANCE PROCEDURE | 21 |
| ARTICLE 17 - DUES DEDUCTION & AGENCY SHOP | 25 |
| ARTICLE 18 - SAVINGS CLAUSE | 26 |
| ARTICLE 19 - NOTIFICATION PROVISIONS | 26 |
| ARTICLE 20 – DURATION | 26 |
| ARTICLE 21 - MISCELLANEOUS PROVISIONS | 27 |
| ARTICLE 22 - PARITY OF SALARY | 28 |

ARTICLE 1 - RECOGNITION

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

1:1.1 **INCLUDING:** Clerk(s), Accounts Clerk(s),

Account Clerk(s) – 1, Accounts Clerk(s) – 2, Senior Accounts Clerk(s), Principal Accounts Clerk, Laborer, Laborer/Landscape, Pump Station Attendant Pump, Station Operator, Senior Pump Station Operator, Water Meter Inspector/Reader, Water Meter Reader/ Repairer, Senior Water Meter Repairer, Senior Maintenance Repairer, Mechanical Maintenance Repairer, Water/Sewer Repairer, Senior Water/Sewer Repairer and Heavy Equipment Operator.

1: 1.2 **BUT EXCLUDING:** Executive Director, Comptroller, Administrative Clerk(s), Secretary to the Executive Director, Chief Pumping Station Operator, Water/Sewer Repair Supervisor, Superintendent of Sewer/Water Pollution Control and any other employees of the Deptford Township Municipal Utilities Authority not specifically included in the categories set forth above.

ARTICLE 2 - VACATION LEAVE

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

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

2:2 Each employee, whether provisional or permanent, will accrue vacation at the rate described in Paragraph 2:1.

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

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

All employees shall submit their requests for vacation periods by April 1st of each year to the Executive Director' office for approval based on workload and seniority. At all times, not more than four field personnel and not more than 50% from the same job classification; nor more than one office employee from the same shift, shall be approved

for the same vacation period. Further, vacation requests of five or more consecutive days will receive preference over vacation requests of four days or less in any workweek for field personnel and requests of three days or less in any workweek for office personnel.

The Executive Director or designee will inform each employee by April 15 of the action taken on their vacation request.

Vacations as approved in April will only be cancelled due an emergency declared by the federal, state or local government.

- 2:5 Temporary and seasonal employees will not be eligible for vacation benefits.
- 2:6 An employee who leaves employment shall receive pay for all unused, earned vacation time.
- 2:7 Upon the death of an employee, unused, earned vacation leave shall be paid to the employee's estate.
- 2:8 Vacation leave may be taken in one-half day increments.

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

2:9 Any office employee who is entitled to one hundred and five (105) or more vacation hours per year, may sell back up to seventy (70) hours. Any field employees, who are entitled to one hundred and twenty (120) or more vacation hours per year, may sell back up to eighty (80) hours. The employee selling back two (2) weeks vacation may sell one (1) week for payment with his (her) first scheduled payroll in July by informing the Authority prior to June 1 and the second week will be paid with his (her) last scheduled payroll in January of the next year or the employee may elect to sell two weeks vacation by informing the Authority prior to December 1 and he (she) will receive payment with his (her) last payroll in January of the next year.

ARTICLE 3 - SICK LEAVE

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

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

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

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

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

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

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

An employee calling in sick the day before or after a personal, holiday, vacation or compensatory day must produce a doctor's note with no exception. Failure to produce a valid doctor's note will result in suspension of pay for that sick time after the personal holiday, vacation day, official holiday or compensatory time. A letter of warning of

disciplinary action will be issued after the first occurrence without a doctor's note. A second occurrence will result in disciplinary action.

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

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

3:6 Sick leave may be taken in hourly increments for medical appointments not routinely available in the evening or weekends.

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

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

3:09 Any office employee who has accumulated one-hundred and eighty-two (182) or more sick hours, may sell back up to a maximum of thirty-five (35) hours, but must not have less than a minimum of one-hundred and seventy-five (175) hours remaining. Any

field employee who has accumulated two-hundred and eight (208) or more sick hours, may sell back up to a maximum of forty (40) hours, but must not have less than a minimum of two-hundred (200) hours remaining

3:10 In the event of death in the immediate family of the employee, bereavement leave of five (5) days with pay may be permitted an employee. Immediate family is intended to mean employee's spouse, parents, children, brother or sister.

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

ARTICLE 4 – HOLIDAYS

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

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

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

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

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

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

4:6 Holiday time shall not be paid any employee who is in a non-pay status for the full week in which the holiday falls. Holiday time will not be paid any employee who fails to work on both the scheduled workdays immediately preceding and following the holiday.

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

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

A. The exact day in which the holiday falls on the calendar, or

B. The nationwide observance of the holiday as outlined in paragraph 4:2:

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

ARTICLE 5 - SALARIES

5.1 Salaries for the term of this contract ending January 31, 2006 are as set forth in Exhibit A hereto for employees covered under this Agreement.

5.2 The Authority will pay renewal cost for a valid Commercial License held by an employee.

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

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

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

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

ARTICLE 6 – LONGEVITY

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

SCHEDULE

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

* Years of service is calculated from date of hire

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

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

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

ARTICLE 7 - INSURANCE PROTECTION

7.1 A health, accident, major medical and hospitalization plan and insurance plan equivalent to the New Jersey State Health Benefits Program existing January 1, 2002 will be provided to the employee together with a dental and vision plan. The plans will remain in full force and effect during the term of this Agreement.

7:2 Employees with a minimum of 25 years with the Authority and a minimum age of 55 years, and the years of employment plus the age must total 83 years, prior to retirement, will receive continued medical coverage until the age of 65.

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

ARTICLE 8 - MANAGEMENT, UNION COMMITTEE

Upon signing of this Agreement, it is agreed that there is herewith created a Committee composed of two members from management and two members of the Union. The purpose of this Committee shall be to discuss employee relations problems of a general nature in order that understanding, and problem Solution where possible, may occur.

ARTICLE 9 – UNIFORM/ CLOTHING ALLOWANCE

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

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

Uniforms and jackets for all for all other employees shall be replaced in consideration of normal wear as determined by a Supervisor survey or inspection once a year, not to exceed the maximum standard annual allowance of \$200.00. As an option, employees may trade standard uniforms and jackets for approved specialty type of clothing, so long as trade is of less or equal cash value.

An annual shoe allowance shall be provided who are entitled to uniforms and jackets. This shoe allowance will permit the employee to purchase work shoes and the Authority shall reimburse the employee up to \$120.00 in any one (1) year. There is no limit upon the number of shoes, which can be purchased, but the allowance is limited to \$120.00 per year.

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

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

ARTICLE 10 -WORKWEEK

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

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

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

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

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

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

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

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

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

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

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

Field operational hours – 7:00 A.M. to 3:30 P.M. except during the week of monthly water service shut-off an employee will be assigned on as needed basis at least two (2) days from 8:A.M. to 4:30 P.M. the employee (s).

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

10:3 An employee assigned to standby time shall be paid \$100.00 for the week assigned to stand by. Standby time shall be defined to mean the period from 3:30 PM Friday through the following Friday 7:00 AM. An employee on standby shall, in addition to the \$100.00 allowance per week, be paid his rate of pay for any time actually worked.

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

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

ARTICLE 11 - SENIORITY

The Authority and Union agree to abide by Department of Personnel Rules and Regulations relative to separation and recall.

The employer shall provide a list of employees with overtime worked upon reasonable request by the Union.

ARTICLE 12 - MATERNITY LEAVE

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

ARTICLE 13 - UNION BUSINESS

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

The union designee shall be released without pay to attend Council 71's tri-monthly Executive Board Meeting or Special Meetings of Council 71. Two weeks notice will be given to the Director of the Municipal Utilities Authority.

ARTICLE 14 - STRIKES AND LOCKOUTS

14:1 Both parties recognize the desirability of continuous and uninterrupted operation of the Authority during the year, and the avoidance of disputes, which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Union accordingly agrees, during the period of this Agreement, that it will not, nor will any persons acting in its behalf, cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

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

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

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

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

ARTICLE 15 - MANAGEMENT RIGHTS

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

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

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

15:2 The exercise of the foregoing powers, right, authority, duties and responsibilities by the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

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

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

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

ARTICLE 16 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

16:13 Such request can be honored only if the grievant or grievants and the organization representing them, waive the right, if any, in writing, of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

16:14 The Representative may within fifteen (15) workdays proceed to Arbitration. Subject matters that are grievable and arbitrable shall be submitted to Arbitration Pursuant to the Rules and Regulations of the Public Employment Relations Commission. The Arbitrator shall restrict his/her inquiry to the standard established by the Agreement only and his/her decision shall be final and binding on both parties, and the Arbitrator.

shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

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

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

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

Grievant shall submit such copies simultaneously to the recipient

Designated in the Grievance Procedure and to the Union's designee.

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

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

ARTICLE 17 - DUES DEDUCTION & AGENCY SHOP

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

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

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

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

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

ARTICLE 18 - SAVINGS CLAUSE

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

ARTICLE 19 - NOTIFICATION PROVISIONS

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

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

| | |
|----------------------|---|
| To the Authority at: | Its office at P.O. Box 5506 Deptford, New Jersey 08096 |
|----------------------|---|

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

ARTICLE 20 – DURATION

This Agreement is effective as of February 1, 2002 and shall continue in full force and effect until January 31, 2006, on which date it shall expire unless mutually extended by the parties hereto. Negotiations for a successor agreement to this Agreement shall begin not later than October 1, 2005, upon the request of either of the parties to this Agreement.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

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

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

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

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

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

ARTICLE 22 - PARITY OF SALARY

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

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

All Water and Sewer Repair persons who will achieve the final step in their respective position within four (4) months after execution date of this agreement will receive retroactively the final step in their respective position effective February 1, 2002. This provision is a one time adjustment in salary and the Union and Authority agree this shall not apply to any other positions shown and or described in this agreement.

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

ATTEST:

DEPTFORD TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY

BY: _____

ATTEST:

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

BY: _____

Staff Representative

BY: _____

Representative Local 3303D