

CONTRACT AGREEMENT

BETWEEN

DEPTFORD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
DISTRICT COUNCIL 63, LOCAL 3303D

Effective:

February 1, 2020 to January 31, 2023

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PREAMBLE

The Contract made between the Deptford Township MUA (hereinafter referred to as the "Employer") and (AFSCME NJ, Council 63 American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3303D, (hereinafter referred to as the "Union") covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment. The effective date of this agreement shall be February 1, 2020 to January 31, 2023

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to AFSCME NJ, Council 63 as the Majority Representative to 1373 Chews Landing Road, Laurel Springs New Jersey 08021 or Fax (856) 512-2193, and the Local 3303D. This will occur simultaneously as the employee is served.

American Federation for State County and Municipal Employees, AFSCME NJ, Council 63 reserves the right to begin negotiations a year prior to the expiration date of the current contract.

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 63, 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 1, Account Clerk, Senior Account Clerk, Principal Account Clerk, Laborer 1, Pump Station Attendant, Pump Station Operator, Senior Pump Station Operator, Water Meter Inspector/Reader, Meter Worker 1, Senior Water Meter Repairer, Maintenance Repairer/Mechanic, Sewer Repairer 1/Water Repairer 1, and Heavy Equipment Operator.

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

ARTICLE 2 - VACATION LEAVE

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

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

2:2 Each employee, whether provisional or permanent, hired before February 1, 2010 will accrue vacation at the rate described in Paragraph 2:1. Employees, whether provisional or permanent, hired February 1, 2010 and thereafter will have their vacation capped at 140 hours for Office Staff and 160 hours for Field Staff. Each employee, whether provisional or permanent, will accrue vacation at the rate described above. Employees reaching the next tier of vacation leave in any given calendar year will receive a prorated increase in vacation leave based on their anniversary/start date.

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

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

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

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

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

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

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

28 Vacation leave may be taken in half hourly increments.

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

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. Sick leave usage shall be in accordance with the State of New Jersey and Federal sick leave laws as outlined in the Personnel Policies and Procedures Manual.

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

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

3:2.2 Part-time employees shall be entitled to a proportionate amount of sick leave. 3:2.3
Temporary or seasonal employees are not eligible for any sick leave benefits.

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

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

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

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

disciplinary action.

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

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

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

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

3:9 Any employee who has accumulated twenty-six (26) days or more sick time, may sell back up to a maximum of seven and a half (7.5) days, but must not have less than a minimum of twenty-five (25) days remaining.

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

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 grandniece/nephew bereavement leave 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	General Election Day
President's Birthday	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Day
Labor Day	

4:3 In addition to the paid holidays listed above in Paragraph 4:2, all employees shall be permitted paid personal days that may be taken in Quarter hour (15 minute) increments, in accordance with Paragraph 4:7 below, during each calendar year and to be used by December 31st of each year. Full-time administrative employees shall receive twenty-one (21) hours of personal leave and full time operations employees shall receive twenty-four (24) hours of personal leave at the beginning of each calendar year in anticipation of continued employment. Personal leave can be used in an emergency by reporting off duty one (1) hour prior to or after the start of the shift to a Supervisor. The Union, at the beginning of each fiscal year, may request to use one (1) personal day as a floating holiday for all its members and such day shall be approved by the Authority.

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

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

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

4:7 When the personal holiday may conflict between two or more employees, the earlier of the written notifications will be considered. If the scheduled workload on the day selected will not permit the approval of the Executive Director, then an alternative day may be selected for approval by the employee.

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

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

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

ARTICLE 5 - SALARIES

5.1 Salaries for the term of this contract ending January 31, 2023 are as set forth in Exhibit A hereto for employees covered under this Agreement.

Year 2020 2.5% increase to base salary

Year 2021 2.5% increase to base salary

Year 2022 2.5% increase to base salary

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

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

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

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

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

Article 6 – INSURANCE PROTECTION

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

The MUA agrees to provide each employee with health and prescription insurance coverage equivalent to the State Health Benefits Plan. Employees are subject to contributions for health benefits in accordance with the P.L. 2011 c. 78, which allows for the medical contributions to be deducted from the employees' paychecks pre-tax. The Section 125 Plan is also available to pay for deductibles and other health care costs incurred in accordance with IRS Regulations.

Employee's contribution to medical benefits will be frozen at the percentage of the premium as of January 31, 2017 and will stay at that percentage for the life of the contract. Changes in coverage such as from single to married or family will result in a change in contribution.

An employee can opt out of the MUA health plan with proof the employee is covered by his or her spouse's health plan. If the employee opts out of the MUA health plan ("Waiver"), such Waivers are limited to 25% or \$3,000, whichever is less, of the amount saved for employees with single coverage; 25% or \$4,900, whichever is less, of the amount saved for employees with single plus one dependent coverage; and 25% or \$5,000, whichever is less, of the amount saved for employees with family coverage. The amount saved is the premium less the amount that the employee would be contributing if they were receiving health insurance. Waivers will not be granted to employees covered under another SHBP and the employee must provide proof of insurance. If an employee waives the benefit and loses coverage, the employee can be reinstated into the SHBP at the phase-in period appropriate for their date of hire.

6:2 Employees with a minimum of 25 years with the Authority and a minimum age of 55 years, and the years of employment plus the age must total 81 years, prior to retirement, will receive continued medical coverage for the employee and spouse until the employee attains age 65.

Benefits for dependents, other than the spouse, are available for purchase. Retirees will be required to contribute toward the cost of health insurance as set forth in Chapter 2, P.L. 2010.

6:3 The Authority will provide each employee, while employed, with Life Insurance in the amount of \$10,000.00.

ARTICLE 7 - LEFT BLANK INTENTIONALLY

ARTICLE 8— UNIFORM/ CLOTHING ALLOWANCE

8.1 Those employees enumerated in Section 1: 1.1 herein above, exclusive of Office employees therein listed, that Operations employees only are subject to uniform and clothing requirements and shall be provided at the expense of the Authority. Said uniforms shall be cleaned at the expense of the employee.

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

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

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

8:2 All employees must report to work in a presentable fashion and be clean and neat in appearance. Employees shall be sent home without pay for that day if they do not comply.

ARTICLE 9 — WORKWEEK

9:1 The Authority agrees that the normal week for Operations employees covered by this Agreement shall be forty-(40) hours, exclusive of a one-half hour unpaid lunch period. However the workweek for Office personnel described hereto shall be thirty-five (35) hours per week based on either a four (4) day work week of eight and three-quarters (8.75) hours per day exclusive of (3/4) hour unpaid lunch period or a five (5) day work week based on seven (7) hours per day exclusive of one (1) hour unpaid lunch period.

9:2 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.

9:2.1 For the purposes of this Agreement the term "workday" means twenty-four (24) consecutive hours and the term "workweek" means one hundred sixty-eight (168) consecutive hours, i.e., seven (7) consecutive workdays.

9:2.2 Time worked in excess of forty (40) hours in one workweek for Operations personnel and thirty-five (35) hours for Office personnel will be considered as overtime and paid for at one and one-half (1 1/2) times the sum of the employee's salary scale as shown on Exhibit A attached hereto.

9:2.3 Holidays to which an employee is entitled pursuant to Article 4 will be considered as time worked in the computation of overtime applicable to Paragraph 10:2.2 above. Work performed on a holiday, which occurs in a regularly scheduled workweek, will be paid for as overtime in addition to normal holiday pay.

9:2.4 Vacation time and sick leave actually taken during the workweek will be considered as time worked in the computation of overtime applicable to paragraph 10:2.2 above. 10:2.5 Unauthorized or authorized unpaid leave time will not be considered as time worked in the computation of overtime applicable to paragraph 10:2.2.

9:2.6 Employees will not work overtime unless directed to do so by the Executive Director or his/her representative or on his own initiative in the event of emergencies.

9:2.7 All employees in Operations will be on 24-hour emergency call and may be required to work on any emergency that may arise including snow removal/plowing.

Employees who volunteer for or are assigned to the first crew to plow snow will receive \$50 as stand-by pay unless any of the following conditions occur:

- 1) When the call-in time occurs two (2) hours or less before the beginning of or after the end--of the employee's workday.
- 2) The employee is actually called-in to work and receives compensation.
- 3) The employee is notified that the call-in event is cancelled at or before the end of the regular workday.
- 4) If the call-in time occurs on a Saturday, the employee is notified that the call-in event is cancelled 8 or more hours before the anticipated call-in time.
- 5) If the call-in time occurs on a Sunday, the employee is notified that the call-in event is cancelled 12 or more hours before the anticipated call-in time.

Stand-by time payment will be made to the first crew only.

9:2.8 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.

9:2.9 Work schedule is the sole prerogative of the Authority and the Union recognizes the authority provided the hours are set consecutively in the schedule for a normal workday.

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

Office hours — 8:30 AM to 4:30 PM except the employee working seven hours per day is 8:30 AM to 4:30 PM.

The employee scheduled for stand-by duty must handle all responsibilities starting at the end of the normal workday on Friday and be continuously available until the start of the regular morning hours on the following Friday. The scheduled employee is responsible to work the assigned duty days. The employee may trade, swap, or split duty days with another employee provided one of the employees involved in the switch advises the Superintendent and the scheduled employee is unable to work his assigned duty day due to medical emergency, family

emergency, or another reason which is approved by the Executive Director or his/her designee in his/her discretion. The Executive Director may require the scheduled employee to provide proof that the employee is unable to work. Employees recognize that stand-by duty days must be covered and the employee who knows in advance that he/she is unable to perform his/her assigned stand-by duty day must endeavor to find a replacement. In the event that the employee is unable to find a replacement, the Superintendent will offer the duty day to the most senior employee first, then to other employees on a declining seniority basis. If no employee volunteers to work the duty day, the Superintendent has the right to involuntarily assign the least senior employee to work the uncovered duty day(s). However, in the event the MUA has approved the least senior employee's leave request prior to the time the duty day vacancy arises, the next least senior employee will be assigned to cover the day. This process will continue until all duty days are assigned.

9:3 An employee assigned to emergency on-duty shall be paid \$350.00 for the week assigned. Emergency on-duty time shall be defined to mean the period from 3:30 PM Friday through the following Friday 7:00 AM. An employee on emergency on-duty shall, in addition to the \$350.00 allowance per week, be paid his rate of pay for any time actually worked and receive \$100.00 pay for any Holiday that may occur in that week. The Superintendent must approve any changes to the rotating emergency on-duty man schedule.

9:4 If an employee is required to commence work or continue to work more than two and one-half (2 1/2) hours before or beyond the scheduled hours of work, he/she shall be entitled to a meal paid for by the Authority and eaten on Authority time only if the employee is to continue to work after the meal. A reasonable time shall be provided to eat the meal. In any event, the cost of the meal or the reimbursement shall be no more than SEVEN DOLLARS AND FIFTY CENTS (\$7.50) per meal.

9:5 The Authority agrees to continue to recognize the current Person in Charge (PIC) to fill in for the Supervisor on an "As Need Basis" in his/her absence. The Person in Charge (PIC) shall receive a stipend salary of \$750 per year for this position. This amount shall be part of the PIC annual salary. Should this position become vacant the Superintendent with the approval of the Executive Director shall fill the position by seniority and ability to direct the crews in a safe and efficient manner.

9:6 The Authority agrees to create up to three (3) new categories of Fill in Operator (FIO) to fill in for the Heavy Equipment Operator on an "As Need Basis" in his/her absence. The Fill in Operators (FIO) shall receive a stipend salary of \$750 per year for this position. This amount shall be part of the FIO salary. The Superintendent with the approval of the Executive Director shall fill these three (3) positions by seniority and ability to operate the backhoe in a safe and efficient manner. FIO shall be the only employee's able to operate the equipment on public streets.

ARTICLE 10— SENIORITY

The Authority and Union agree to abide by Civil Service Commission 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 11 - MATERNITY LEAVE

The Authority and Union agrees that maternity leave shall conform to statutes and Civil Service Commission Rules and Regulations.

ARTICLE 12 - UNION BUSINESS

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

One (1) Steward union designee shall be released with pay to attend Council 63s tri-monthly Executive Board Meeting or Special Meetings of Council 63. Two weeks' notice will be given to the Executive Director of the Municipal Utilities Authority. The Steward shall submit written documentation of attendance to the Executive Director to receive pay for the time.

ARTICLE 13 - STRIKES AND LOCKOUTS

13:1 Both parties recognize the desirability of continuous and uninterrupted operation of the Authority during the year, and the avoidance of disputes, which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Union accordingly agrees, during the period of this Agreement,

that it will not, nor will any persons acting in its behalf, cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence from his position, or stoppage of work or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

13:2 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.

13:3 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.

13:4 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.

13:5 The Authority agrees that during the duration of this Agreement it will not lock out employees.

ARTICLE 14 - MANAGEMENT RIGHTS

14:1 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:

14:1.1 To exercise executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees:

14:1.2 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.

14:2 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.

14:3 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.

14:4 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

14:5 Nothing in this Agreement which changes pre-existing Authority Policy, rules or regulations shall operate retroactively unless expressly so stated including any past practices. The parties agree that employees shall continue to serve under the direction of the Executive Director of the Authority and in accordance with Administrative Policies, Rules and Regulations provided that the provisions of this Agreement shall Supersede and prevail over any conflicting provisions.

ARTICLE 15 - GRIEVANCE PROCEDURE

15:1 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.

15:2 **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.

15:3 **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 acceptance of the decision rendered at that step.

15:4 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.

15:5 **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.

15:6 LEVEL ONE: Any employee who has a grievance shall discuss it first with his/her immediate Supervisor in an attempt to resolve the matter informally at that Level.

15:7 LEVEL TWO: If, as a result of the discussion, the matter is not resolved to the satisfaction of the Grievant within five (5) workdays, he/she shall set forth his/her grievance in writing to his/her immediate Supervisor specifying the nature of the grievance and the resolution sought. The immediate Supervisor shall communicate his/her decision in writing to the Grievant within five (5) workdays of receipt of the written grievance.

15:8 LEVEL THREE: The Grievant, no later than five (5) workdays after receipt of the immediate Supervisor's decision, may appeal that decision to the Executive Director. The appeal to the Executive Director must be made in writing reciting the matter submitted to the immediate Supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The Executive Director shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) workdays. The Executive Director shall communicate his/her decision in writing to the employee and to the employee's immediate Supervisor.

15:9 LEVEL FOUR: If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) workdays after receipt of the Executive Director's decision, may request a review by the Deptford Township Municipal Utilities Authority Board of Directors. The request shall be submitted in writing through the Executive Director, who shall attach all related papers and forward the request to the Board. The Board or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) workdays of receipt of the grievance.

15:10 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 Civil Service Commission, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.

15:11 If the employee is dissatisfied with the decision of the Board and only if the grievance pertains to a violation of this Agreement between the Board and the Union, the employee may request the appointment of an Arbitrator. Such request to be made known to the Executive Director by certified mail, return

receipt, no later than fifteen (15) workdays after the decision, in writing, of the Board.

15:12 An employee, in order to process his/her grievance beyond Level Four, must have his/her request for such action accompanied by the written recommendation for such action by the Union, who shall represent the Grievant at the Arbitration level.

15:13 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.

15:14 The Representative may within thirty-(30) workdays proceed to Arbitration. Subject matters that are grievable and arbitrable shall be submitted to Arbitration Pursuant to the Rules and Regulations of the Public Employment Relations Commission. The Arbitrator shall restrict his/her inquiry to the standard established by the Agreement only and his/her decision shall be final and binding on both parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

15:15 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.

15:16 Where grievance proceedings are mutually scheduled by the parties during work time, persons proper to be present shall suffer no loss in pay.

15:17 MISCELLANEOUS: Commencing with Level Two of the Grievance Procedure the Grievant may be represented by a representative selected or appointed by the Union. The Union shall be appraised of all formal grievances commencing with level two. Such appraisal shall be made by both parties submitting carbon/xerox copies of the documents submitted pertaining to the grievance in question. Such submission shall take place as follows:

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

15:18 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.

15:19 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 16 - DUES DEDUCTION

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 63 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.

Dues deducted by the Deptford Township Municipal Utilities Authority shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, New Jersey Council 63, AFL-CIO. The Deptford Township Municipal Utilities Authority agrees to provide to the Union, on a monthly basis, a complete up-to-date electronic listing of all employees covered by this Contract. Such listing shall be in the Excel format and include the employee's department, job classification, work location, home address, employment status, membership status and the amount of the dues deducted as it appears on the records of the Deptford Township Municipal Utilities Authority. For the purpose of the deduction of dues for titles covered by this agreement; Any member working 40 or fewer, but more than 20 hours per week shall be considered a full-time member, any member working 20 or fewer, but more than 12 hours per week shall be considered a part-time member, and any member working 12 or fewer hours per week shall be considered a lower part time member. The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access. The Deptford Township Municipal Utilities Authority shall provide the Union with a list of departmental payroll codes in order to identify the Department name on the above-mentioned electronic listing. Deptford Township Municipal Utilities Authority agrees to follow the Workplace Democracy Enhancement Act, S-2137/A-3686.

ARTICLE 17 - 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 18 - NOTIFICATION PROVISIONS

18:1 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.

18:2 Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:

To the Authority at:	Deptford Township MUA P.O. Box 5506 Deptford, New Jersey 08096
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To the Union's Designated Staff Representative	Southern Region Office of AFSCME 1373 Chews Landing Road Laurel Springs, NJ 08021 Attn: Yolanda Lawson
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ARTICLE 19 — DURATION

This Agreement is effective as of February 1, 2020 and shall continue in full force and in effect until January 31, 2023, on which date it shall expire unless mutually extended by the parties hereto. Negotiations for a successor agreement to this Agreement shall begin no later than October 1, 2022 upon the request of either of the parties to this Agreement.

ARTICLE 20- MISCELLANEOUS PROVISIONS

20:1 During the term of this Agreement no employee covered hereby shall be granted a salary increase unless same represents a title change or a Civil Service Commission 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.

20:2 Upon a covered employee's separation from employment by reason of retirement or death, such employee or heirs or assigns shall be paid one-half (1/2) of his/her regular hourly rate of pay for sick

leave accumulated upon the records of the Authority up to a maximum of \$15,000.00. 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.

20:3 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.

20:4 The N.J. State Temporary Disability Plan shall be maintained by the Authority, in accordance with law, during the duration of this Agreement.

20:5 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

20:1 Any employee upon achieving provisional or permanent status will immediately receive the salary in step one (1) in that job title as shown on EXHIBIT A. On each anniversary date thereafter, the salary shall be adjusted to the next step for the year indicated. If Step one (1) salary is less than employee's current salary, that employee will immediately go to step equal to their existing salary but not less than their existing salary. On or after February 1, 2017 any new employees will follow Exhibit B and will not follow Exhibit A.

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

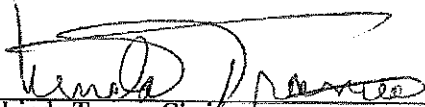
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers, all on the day and year first above written.

ATTEST:
DEP IT ORD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

Date: 12-17-19

BY: 
Daniel Reed, Secretary Treasurer

Date: 12-17-19


BY: 
Linda Tramo, Chairperson

ATTEST:
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO DISTRICT COUNCIL 63, LOCAL 3303D

Date: 12/5/19

BY: 
Associate Director or Designee

Date: 12-4-19

BY: 
William Brown, 3303D Chapter Chair

Date: 12-4-19

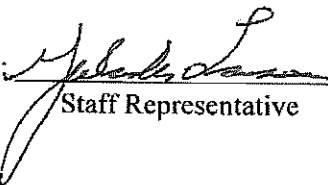
BY: 
Staff Representative

Exhibit A Salary Ranges: MUA Positions

	2020	2021	2022
Senior Account Clerk: 03165	\$38,599.04	\$39,564.02	\$40,553.12
Step 2	\$43,442.36	\$44,528.42	\$45,641.63
Step 3	\$48,269.81	\$49,476.56	\$50,713.47
Principal Account Clerk: 02755	\$45,222.90	\$46,353.47	\$47,512.31
Step 2	\$50,877.15	\$52,149.08	\$53,452.81
Step 3	\$56,528.22	\$57,941.43	\$59,389.96
Laborer 1: 02248	\$37,843.65	\$38,789.74	\$39,759.48
Step 2	\$42,574.31	\$43,638.67	\$44,729.63
Step 3	\$44,938.83	\$46,062.30	\$47,213.86
Step 4	\$47,304.95	\$48,487.57	\$49,699.76
Pump Station Operator: 02945	\$48,758.59	\$49,977.55	\$51,226.99
Step 2	\$54,852.41	\$56,223.72	\$57,629.31
Step 3	\$57,899.35	\$59,346.83	\$60,830.50
Step 4	\$60,927.22	\$62,450.40	\$64,011.66
Senior Pump Station Operator: 03544	\$51,321.49	\$52,604.53	\$53,919.64
Step 2	\$57,831.10	\$59,276.88	\$60,758.80
Step 3	\$60,946.26	\$62,469.92	\$64,031.66
Step 4	\$64,153.45	\$65,757.29	\$67,401.22
Water Meter Inspector/Reader: 05749	\$42,549.12	\$43,612.85	\$44,703.17
Step 2	\$43,825.59	\$44,921.23	\$46,044.26
Step 3	\$45,140.36	\$46,268.87	\$47,425.59
Step 4	\$46,494.56	\$47,656.92	\$48,848.35
Senior Water Meter Repairer: 03642	\$48,745.90	\$49,964.55	\$51,213.66
Step 2	\$50,977.13	\$52,251.56	\$53,557.85
Step 3	\$53,808.84	\$55,154.06	\$56,532.91
Step 4	\$56,640.90	\$58,056.92	\$59,508.35

Maintenance Repairer/Mechanic: 02328 05354	\$52,170.50	\$53,474.76	\$54,811.63
Step 2	\$58,691.21	\$60,158.49	\$61,662.45
Step 3	\$61,952.37	\$63,501.18	\$65,088.71
Step 4	\$65,213.53	\$66,843.87	\$68,514.96
Water Repairer 1/Sewer Repairer 1: 05875	\$51,324.66	\$52,607.78	\$53,922.97
Step 2	\$57,740.65	\$59,184.17	\$60,663.77
Step 3	\$60,947.85	\$62,471.55	\$64,033.33
Step 4	\$64,153.45	\$65,757.29	\$67,401.22
Equipment Operator: 01746	\$57,083.29	\$58,510.37	\$59,973.13
Step 2	\$64,218.50	\$65,823.96	\$67,469.56
Step 3	\$67,786.94	\$69,481.61	\$71,218.65
Step 4	\$71,353.90	\$73,137.75	\$74,966.19
PIC - \$750.00 annually			
Fill in Operator (3) - \$750.00 annually			

Exhibit B Salary Ranges: MUA Positions

Clerk 1:	\$25,000* to \$27,500
Account Clerk:	\$27,501 to \$37,500
Senior Account Clerk:	\$35,001 to \$50,000
Principal Account Clerk:	\$50,001 to \$60,000
Laborer 1:	\$27,500** to \$45,000
Pump Station Op:	\$40,000 to \$60,000
Senior Pump Station Op:	\$50,000 to \$70,000
Meter Worker 1:	\$35,000 to \$50,000
Senior Water Meter Repairer:	\$50,000 to \$60,000
Maint. Repairer/Mechanic:	\$50,000 to \$70,000
Water Repairer/Sewer Repairer	\$40,000 to \$70,000
Equipment Operator:	\$50,000 to \$70,000

*Year 2023 \$25,480.00 (due to minimum wage increase)
**Year 2023 \$29,120.00 (due to minimum wage increase)