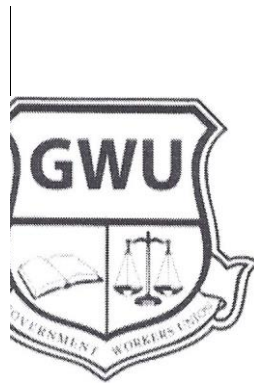


Collective Bargaining Agreement

Between

GOVERNMENT WORKERS UNION



and

EVESHAM MUA  
OPERATIONS SUPERVISORS

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BARGAINING UNIT

JULY 1, 2022 - JUNE 30, 2025

COLLECTIVE BARGAINING AGREEMENT

between the  
EVESHAM MUNICIPAL UTILITIES AUTHORITY  
and  
THE GOVERNMENT WORKERS UNION

This collective bargaining agreement is made on this 7 day of Dec 2022, between the Evesham Municipal Utilities Authority and the Government Workers Union.

WHEREAS, the Evesham Municipal Utilities Authority and Government Workers Union have agreed the terms of their current Collective Bargaining Agreement; and

NOW THEREFORE, having bargained in good faith and with the foregoing recitals incorporated herein by reference, the Evesham Municipal Utilities Authority and Government Workers Union hereby agree as follows:

Article 1  
Recognition of Bargaining Unit

Section 1.1

The Evesham Municipal Utilities Authority (the "Employer" or "Authority") hereby recognizes the Government Workers Union ("GWU" or "Union") as the exclusive representative of the collective negotiation's unit certified on March 19, 2021, by the Public Employment Relations Commission in RO-2020-051 and referenced as the Operations Supervisors Bargaining Unit.

This collectively bargained agreement (the "Agreement") shall include Operations Supervisors. Confidential employees and management, including department heads, are excluded from this Agreement.

The positions currently covered by this Agreement are as follows:

Operations Supervisors and Assistant Supervisors (the "Employees" or "Members").

Section 1.2

- A. This Agreement is made between the Authority and the Union,
- B. This Agreement has as its purpose the following objectives:
  - To achieve and thereafter maintain a harmonious relationship characterized by mutual respect and cooperation.

- The establishment of an equitable, peaceful, and fair procedure for the resolution of differences.
  - The establishment of negotiated rates of pay hours of work and terms and conditions of employment.
- C. The Employer and Union enter into this Agreement with the expectation that its implementation will enhance the ability of both to serve the interests of its constituents.
- D. The parties recognize and endorse the responsibility of the Employer to provide the highest quality service to its residents. The parties further subscribe to the traditional principles of professional ethics.
- E. The Employer and the Union have entered collective negotiations and mutually agreed to terms.

Article II  
Definitions

Unless otherwise indicated to the contrary, the following terms, when used herein, shall be defined as follows:

- A. Employee(s): Refers to workers in a job title included in the bargaining unit as described above.
- B. Union: Refers to the Government Workers Union.
- C. Employer: Refers to the Evesham Municipal Utilities Authority.
- D. Management: Refers to those employees with Administrative/Supervisory authority over the member of this bargaining unit:
- E. Authorized Representative: Refers to both the Union and Employer personnel who are officially authorized by virtue of their position and/or delegated authority to insure the correct and proper implementation of the terms contained herein.
- F. Probationary Employee: An employee hired from outside of the Authority or an Authority employee newly promoted to a position covered by this Agreement.
- G. Emergency: A sudden and generally unexpected occurrence demanding immediate attention.

Article 111  
Duration of Agreement 3.1 Term

- A. This Agreement shall bind all parties for the period of July 1, 2022, to June 30, 2025, and thereafter until a successor agreement is negotiated and signed by the Union and the Employer.
- B. All provisions of this Agreement shall be and continue in full force and effect after June 30, 2025, unless and until superseded by a subsequent agreement. The Authority and the Union shall negotiate all successor agreements in good faith and both Parties expressly acknowledge that time is of the essence in such negotiations.

Article IV  
Probationary Employees

Section 4.1 New Hires from Outside of the Authority

- A. A Probationary Employee is one who is appointed to a position covered by this Agreement who, at the time of their appointment, was not a current/active employee of the Authority. At the sole discretion of the Authority, the duration of the probationary period shall be 90 days from the date of hire. At the sole discretion of the Authority, the Authority may extend the probationary period for newly hired probationary employees for a period beyond 90 days for newly hired probationary employees for a period not to exceed 90 days, but such extension of the probationary period shall not deprive the probationary employee from receiving any healthcare or leave benefits.
- B. A probationary employee is not covered by this Agreement other than for salary except where specific reference is made to probationary employees. A probationary employee shall be eligible to be enrolled in and receive health benefits from the Authority after sixty (60) days of employment (or as soon as permissible according to the terms of the current health care program in place).
- C. Probationary employees shall be enrolled in the on-call rotation after ninety (90) days.
- D. The AUTHORITY shall notify the Union when any new employees are hired to fill positions within the terms of this Agreement. Probationary employees shall be evaluated at least every thirty (30) days by the AUTHORITY. A probationary employee may be discharged without recourse, provided that the AUTHORITY may not discharge or discipline for the purpose of discriminating against union members.

- E. At the conclusion of the 90-day probationary period, or additional 90-day probationary period if required by the Authority, the probationary employee shall be entitled to all benefits and privileges of a regular employee as contemplated in this Agreement.
- F. If a newly promoted employee is discharged or demoted during the probationary period, the Authority shall notify the Union in writing within five (5) days of the discharge or demotion.

#### Section 4.2 Newly Promoted Employee

- A. Union members who are promoted within the Authority and are within Union membership serve a modified 90-day probationary period.
- B. During the duration of this 90-day probationary period, the newly promoted employee shall receive all the benefits as a non-probationary employee except that during the 90-day modified probationary position, the newly promoted employee may be returned to their previous position at the sole discretion of the Authority.
- C. At the sole discretion of the Authority a newly promoted employee may be placed into the on- call rotation prior to the conclusion of the modified 90-day probationary period.

### Article V Union Rights

#### Section 5.1 Union Membership/Dues

- A. All employees represented in this bargaining unit may not request payroll deductions or the payment of dues to any labor organizations other than the duly certified majority representative pursuant to the New Jersey Employer-Employee Relations Act. The Authority shall withhold dues from each Union member's pay in the amount authorized by the Union. The amounts to be deducted shall be certified to the Authority by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with the itemized statement of employees and contributions, to the Treasurer of the Union monthly. The Union will deliver a request for payroll deduction signed by each Union member, officer, or nonmember who voluntarily requests to pay dues. Any new employee who becomes a member of the Union shall deliver to the Authority a request for payroll deductions signed by that employee. Any new member may submit the form at the time of his/her original hiring or at any time thereafter.
- B. Any written designation by an employee covered by this Agreement to revoke authorization for dues deductions must be received in writing by the Authority and the

Union and it will be handled in accordance with terms of the NJ Workplace Democracy Act.

- C. The Union agrees to indemnify and hold harmless the Authority from any causes of action, claim, loss, or damages incurred because of this clause. It is agreed that an employee who does not join the Union, withdraws from Union membership or cancels his or her application for membership in the Union shall not be required to share in the cost of maintaining and operating the Union, as provided by law. Specifically, pursuant to the United States Supreme Court decision in Janus v. AFSCME, 138 S.Ct. 2448 (2018), "neither an agency fee nor any other form of payment to a public-section union may be deducted from an employee, nor may any other attempt be made to collect such payment, unless the employee affirmatively consents to pay." Failure of an employee to be a Union member shall not affect his or her status as an employee of the AUTHORITY. Neither the membership nor non-membership in the Union shall be a condition of employment or continued employment.
- D. The Union agrees that there shall be no discrimination, intimidation, restraint or coercion by it or its officers, agents or members against any employee who refuses to or fails to execute an authorization card.

#### Section 5.2 Union Representatives

- A. The Authority recognizes the right of the Union to designate a Local Representative and alternate Representatives, at the discretion of the Union, from employees within the bargaining unit. Any change to the identity of designated Local Representative shall be reported in writing by the Union to the Authority within (5) days of such change.
- B. The authority of the Local Representative and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:
  - a. The Union shall have the use of a bulletin board on the Authority's premises for the posting of notices relating to Union meetings and official business. No other notices shall be posted until it has been submitted to and approved by the Authority. Such approval shall not be unreasonably withheld. The Union Shall take all actions to ensure no anonymous, malicious, or inflammatory material may be posted. The employer reserves the right to unilaterally remove any posted material not meeting the conditions of this Article.
  - b. The Local Representative(s) shall not be unreasonably denied access to telephones and office equipment for official union business.

### Section 5.3 Union Access to Premises

Duly authorized representatives of the Union shall be admitted to the premises for the purpose of assisting in the adjustment of grievances, investigation of working conditions and for the investigation of complaints that the Agreement is being breached. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The Union agrees to provide reasonable notice to Management of any such visit. Management agrees to not unduly deny, restrict, or interfere with the Union in carrying out representation of members as defined in this section provided there is no interference or disruption with normal operations.

### Section 5.4 Health and Safety

- A. The Employer agrees to provide a healthy and safe working environment.
- B. The Employer agrees to make available and disclose information on hazardous materials in the workplace in accordance with all applicable laws, regulations, and requirements.
- C. The Union shall have representation on any Authority safety committee.

### Section 5.5 Personnel Practices

- A. Each new employee in the bargaining unit shall be given an employee handbook, appropriate benefit material and afforded the opportunity to an orientation to assist the new employee with understanding the employer's operations and employment expectations. Policies and Procedures shall be made available to all Union members and the Union.
- B. Each member (and the Union) shall be given the opportunity to review and copy the contents of his/her own employee personnel file during the next business day following receipt of written request to the Personnel Director or the Personnel Director's designee for review of such personnel file.
- C. Employees shall have the right to respond to the subject of any document in the employee's personnel file, within thirty (30) days of the employee's awareness of the document and have such response attached to the document. Such response shall be submitted to the Personnel Director or the Personnel Director's designee.

### Section 5.6 Union Meetings

Whenever practicable, labor/ management meetings, negotiation meetings or grievances between representatives of the Authority and Union representatives shall be scheduled during regular working hours of affected employees. Said meetings shall not interfere with essential business operations. The Union agrees to give the Authority reasonable notice of the intent to hold any Union meeting on Authority property during or after established work hours.

Article VI  
Management Rights

Section 6.1 Management Rights

- A. It is recognized that the management of the Authority, the control of its properties and the maintenance of order and efficiency is solely the responsibility of the Authority. Accordingly, the Authority retains the right, including but not limited to, the following: select and direct the working forces, including the right to hire, suspend, or discharge for just cause, or otherwise discipline, assign, promote or transfer; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide the number and locale of its facilities, stations, etc.; to determine the work to be performed within the unit, the amount of supervision necessary, methods, schedules of work and work hours together with the selection, procurement, design, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules in writing which shall not be inconsistent with this Agreement or State Law.
- B. Nothing contained herein shall be construed to deny or restrict the Authority in its exclusive right to administer the Authority and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities, and authority under N.J.S.A. 40A or 14B (the Sewerage Authority Law) or any other national, state or local laws or ordinances.

Section 6.2 Rule Making

The Authority may establish such rules as it deems necessary in order to fulfill its management responsibilities, provided, however, that such rules are not in conflict with the express terms of this Agreement. A copy of said rules shall be sent within seven (7) days after adoption to the Union.

Thereafter, the Union shall have seven days from the receipt of said rules to object in writing to the AUTHORITY, stating specifically the nature and extent of the objection. In the event that no objection is timely made, then the rules shall remain in force and shall survive the expiration of this Agreement and shall not be subject to challenge.

Section 6.3 General Requirements

In general, all employees, regardless of assignment, are required to perform all work that is assigned by the AUTHORITY and/or Management. All employees shall sign work schedules, work guidelines, work records, memos, maintenance schedules and other such records as requested by the AUTHORITY indicating that the duties are understood by the employee or that they have been performed by the employee.



Acceptance of an assignment by an employee indicates acceptance of all responsibilities entrusted to members to complete that assignment. The Authority may designate an employee with a greater seniority or experience in a particular assignment to be responsible for an employee with lesser seniority or experience who has been assigned to assist in the performance of duties.

The AUTHORITY has the right as a management responsibility to designate employees for any assignments, to reject any employee for a certain assignment or to reassign any employee to a different assignment.

Article VII  
Work Week and Pay Period

Section 7.1 Workweek

Work week shall consist of an (8) eight-hour workday and (40) forty hours total a week, unless on-call. (16) Sixteen-hour rule can be implemented meaning that Union members will not be permitted to work more than sixteen (16) consecutive hours without eight (8) hours rest. It shall be the duty of the member to call the Operations Manager prior to reaching the 16 hour point.

Section 7.2 Pa Period

Employees covered by this Agreement shall be paid on a weekly basis. The Authority reserves the right to move to a bi-weekly pay roll after providing adequate notice to the Union. It is expressly understood that adequate notice shall mean not less than 30 days' notice.

Section 7.3 Holiday Payroll

Paydays shall be every Thursday except when that day is a holiday, in which case payroll shall be distributed on the regular workday immediately preceding the holiday.

Article VIII  
Salaries and Wages

Section 8.1 Salaries and Wages

Salaries and wages shall be paid in accordance with the salary and wage chart attached hereto as Appendix A.

Section 8.2 On-Call Stipend

Employees who are required to be on-call shall be paid a stipend of \$400.00 in 2022 and 2023 and \$450.00 in 2024 and 2025 for each week the Employee is On-call. On-call stipends shall only be paid for a full week of On-call duty completed by the Employee. Employees covering an On-call shift for single days for another supervisor shall not receive additional compensation for On-call status.

### Section 8.3 License Bonuses

License bonuses shall be paid in accordance with the Bonus Chart attached hereto as Appendix B.

## Article IX Healthcare Benefits

### Section 9.1 Healthcare

The AUTHORITY shall provide medical, dental and prescription coverage to the employees of the AUTHORITY at the level of coverage determined by the Authority under the State Health Benefits Program. All employees shall contribute towards the plan in accordance with New Jersey law. Employees may choose a State Health Benefits Program plan that exceeds the benefits provided by the AUTHORITY under this Agreement, in which case the employee shall pay the full premium difference. The AUTHORITY may, in its discretion, substitute policies, coverages, companies or benefits without Union approval, provided, however, that any such new plan is the same or substantially similar to the coverage provided by the AUTHORITY under the State Health Benefits Program. In the event a member switches his or her level of coverage during this Agreement, for example, but not limited to, a single to member/spouse or member/spouse to family, the employee shall be subject to payment of the appropriate percentage rate at the new level of coverage. The percentage portion of healthcare to be paid by each Member is attached hereto as Appendix C.

### Section 9.2 Post Retirement Healthcare Benefits

The AUTHORITY shall provide healthcare insurance for those members and their eligible dependents with a minimum of twenty-five (25) years of service with the AUTHORITY and age of fifty-five (55) who retire and collect a pension from the State's Public Employees Retirement System (PERS). The AUTHORITY shall provide healthcare insurance for those members and their eligible dependents who retire and collect a pension from the State's Public Employees Retirement System (PERS) who are age 62 with a minimum of twenty (20) years of service with the AUTHORITY. These retirement benefits shall run until Medicare eligibility. Members receiving retirement benefits will be required to make any contribution to their benefits as required by P.L. Chapter 78 or other applicable statutes.

## Article X Leave Time

### Section 10.1 Vacation

Vacation accumulation for employees is as follows:

A. For Employees hired prior to the signing of this Agreement:

1. After an employee has completed one (1) year of service, he/she shall be entitled to one (1) week of paid vacation.
2. After an employee has completed two (2) years of service, he/she shall be entitled to two (2) weeks of paid vacation.
3. After an employee has completed seven (7) years of service, he/she shall be entitled to three (3) weeks of vacation.
4. After an employee has completed 12 (12) years of service, he/she shall be entitled to four (4) weeks of paid vacation.
5. Members employed with the Authority prior to April 1, 1991, shall be entitled to five (5) weeks of paid vacation.

For Employees hired after the signing of this Agreement:

1. During the employees first year of service, new employees will accrue one (1) vacation day per month capped at a total of five (5) vacation days. New employees shall not be permitted to schedule vacation time during the first sixty (60) days of employment. At the conclusion of sixty (60) days, new employees may use any accrued vacation time. Should the employee leave employment prior to completing a full year of service, vacation leave shall be computed on a prorated basis and the employee shall reimburse the Authority for any unearned leave time taken.
  2. After an employee has completed one (1) year of service, he/she shall be entitled to two (2) weeks of paid vacation available for use on the employee's anniversary date. Should the employee leave employment prior to completing a full year of service, vacation leave shall be computed on a prorated basis and the employee shall reimburse the Authority for any unearned leave time taken.
  3. After an employee has completed seven (7) years of service, he/she shall be entitled to three (3) weeks of paid vacation available for use on the employee's anniversary date. Should the employee leave employment prior to completing a full year of service, vacation leave shall be computed on a prorated basis and the employee shall reimburse the Authority for any unearned leave time taken.
  4. After the employee has completed twelve (12) years of service, he/she shall be entitled to four (4) weeks of paid vacation available for use on the employee's anniversary date. Should the employee leave employment prior to completing a full year of service, vacation leave shall be computed on a prorated basis and the employee shall reimburse the Authority for any unearned leave time taken.
- B. All vacation time to which an employee is entitled shall be used by the anniversary date of hiring. There shall be no stacking or accumulation of unused vacation time. An employee who does not use all his/her vacation leave by 30 days after the applicable anniversary date may sell back such unused leave to the AUTHORITY at his/her regular rate, up to a maximum of one

(l) week per year. The balance of any vacation time that is unused by the anniversary date shall be deemed waived for that year.

- C. An Employee on workers compensation shall accrue sick leave (or vacation) for the first 90 days, only, while on workers compensation leave.

### Section 10.2 Holidays

The following days are recognized as holidays for the purpose of this Agreement. Operation Supervisors shall be entitled to the following paid holidays:

- |                               |                            |
|-------------------------------|----------------------------|
| 1. New Year's Day             | 8. Labor Day               |
| 2. Dr. Martin Luther King Day | 9. Columbus Day            |
| 3. President's Day            | 10. Veteran's Day          |
| 4. Good Friday                | 11. Thanksgiving Day       |
| 5. Memorial D'ay              | 12. Thanksgiving<br>Friday |
| 6. Independence Day           | 13. Christmas Eve          |
| 7. Juneteenth                 | 14. Christmas Day          |

### Section 10.3 Personal Days

- A. Employees shall receive five (5) Personal days per calendar year
- B. Employees shall request Personal Days in writing. Authority may approve or deny the request based on staffing or other emergent circumstances.
- C. Personal Days do not accrue from year to year and are prorated for the year when the employee leaves the employment of the Authority

### Section 10.4 Sick Leave; Sick Leave Buy Back Provisions

- A. Employees shall be entitled to twelve (12) days of sick leave per calendar year. Employees of the AUTHORITY as of January 1 of each calendar year shall be advanced twelve (12) days of paid sick leave for that calendar year based on a monthly pro rata basis. Paid sick leave shall also be prorated during the employee's first year of employment and in the year of termination. Members employed with the Authority prior to April 1, 1991, shall be entitled to fifteen days of sick leave per calendar year. The Authority will advance members employed prior to April 1, 1991, fifteen days of paid sick leave as of January 1 of each calendar year based on a monthly pro rata basis. Paid sick leave shall be prorated in the employees first year of employment and in the year their employment terminates,

B. Sick leave days which are unused during a calendar year may be accumulated without limit and used in following years.

C. The following conditions apply to paid sick leave:

1. Paid sick leave pay shall be based upon the employee's salary, exclusive of any premiums for the day or days on which he is absent from work because of an accident or illness.

2. Paid sick leave benefits shall commence on the first day of absence from work.

3. Paid sick leave benefits are not convertible to cash, bonuses or to extra time off with pay, except as may be allowed under the "Buy-Back Provision" in this Article.

4. Except as provided in the "No-pay" Day's provision of this Agreement, paid sick leave benefits shall not be used for personal days, vacation or the like, but are intended to apply only to days lost because of accident or illness of the employee or of the immediate family of the employee, as defined in the New Jersey Family Leave Act.

5. During the period of absence from work, the AUTHORITY shall receive credit for welfare payments, worker's compensation or other benefits received under policies whose premiums are paid in whole or in part by the AUTHORITY. Under no circumstances shall the combination of paid sick leave benefits with any of the aforesaid exceed an employee's salary for daily or weekly rate of pay.

6. Paid sick leave benefits shall be payable only to those days lost due to accident or illness on which the employee was regularly scheduled to work. In no event shall paid sick leave benefits apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the employer.

7. In the case of absence due to exposure to contagious disease, a medical certificate shall be required as a condition precedent to the return to work by the employee affected.

8. The AUTHORITY may, in its reasonable discretion, require an employee who has been absent because of illness to undergo a physical examination by a physician designated by the AUTHORITY at the expense of the AUTHORITY.

9. Abuse of paid sick leave shall be cause for disciplinary action.

D. In accordance with N.J.S.A. 40A:9-10.4, employees who commenced employment with the AUTHORITY prior to May 21, 2010, the AUTHORITY shall buyback that portion of the employee's unused annual sick day allotment that the employee wishes to sell. The buyback shall be at one hundred percent (100%) of the value of unused sick days provided that the employee has used one-third (1/3) or less of the employee's annual allotment. The buyback shall be at fifty percent (50%) if more than one-third (1/3) of the allotment is used by the

employee. The buyback shall be made by January 31 of each year. However, in no instance shall the buyback be in excess of the amount of buy back permitted by New Jersey law. In the event such employee has unused annual sick days remaining at the time of retirement, the AUTHORITY shall buy back all accumulated and unused paid sick leave at 100% with payment capped at \$15,000.00.

- E. In accordance with N.J.S.A. 40A:9-10.4, for employees who commenced employment with the Authority on or after May 21, 2010, at the time of retirement, the Authority shall buy back all accumulated and unused paid sick leave at 100%, with payment capped at \$15,000.
- F. An employee may roll all or a portion of the accumulated and unused paid sick leave payment that is due to the employee at the time of retirement into the Deferred Compensation Plan of the AUTHORITY, subject to the approval of the Plan Administrator and compliance with all applicable laws, regulations, and contribution limits.

### Section 10.5 Military Leave

Covered Employees on military leave shall be compensated in accordance with Federal and/or State laws, statutes, and regulations.

### Section 10.6 Jury Duty

- A. An employee who is summoned to serve jury duty on any grand or petit jury shall be paid by the AUTHORITY in an amount equal to the difference between the employee's pay based on a forty (40) hour week salary, and the amounts received by the employee as compensation for jury service.
- B. Upon receipt of a summons for jury duty, the employee shall immediately notify the AUTHORITY. No reimbursement of wages shall be made for jury duty served on holidays or vacations.
- C. To receive compensation while on jury duty, the employee must comply with the following conditions:
  - 1. The employee must notify the AUTHORITY immediately upon receipt of a summons for jury service.
  - 2. At the request of management, written proof must be presented of the time served on jury duty and the amount received for such services,

### Section 10.7 Bereavement Leave

An employee who is excused by the Authority from work because of a death in his or her immediate family shall be paid a maximum of eight (8) hours per day at the regular rate of pay for all hours actually missed from work up to five (5) consecutive working days, weekends and holidays included, for any leave for bereavement. Funeral leave is intended to be used for the purpose of making necessary arrangements and attendance at the funeral of the deceased.

- Immediate family, as used in this Agreement, is defined to mean, parents, children, spouse, civil union partner, brother, and sister.
- An employee is permitted to use funeral leave time, as stated in this Article, for the death of a child when the employee is that child 's legal guardian, verification to be provided by the employee, if requested by the Authority.
- A maximum of four (4) consecutive working days, weekends and holidays included, of paid funeral leave shall be given for work actually missed as a result of the death of a grandchild.
- A maximum of three (3) consecutive working days, weekends and holidays included, of paid funeral leave shall be given for work actually missed as a result of the death of a mother-in-law, father-in-law, step-father, step-mother, step-brother, step-sister and grandparents.

### Section 10.8 Dele ate Leave

Any employee serving as a Union Delegate may be granted permission to attend Union meetings and conventions. This leave shall be limited to one (1) employee for a maximum period of one (1) week, five (5) days, during a regular calendar year,

#### Article XI

#### Education Development

#### Section 11.1

- A. The AUTHORITY is committed to the continuing education and professional development of its employees. The Union recognizes, accepts, and agrees with the concept of continuing education and professional development of employees.
- B. An employee who obtains prior approval from the AUTHORIN to take courses which are related to employment requirements and who completes and passes the course, shall be reimbursed conditionally for tuition, books, course materials and registration fees. No employee shall be eligible for reimbursement unless the employee has first obtained the prior approval of the AUTHORITY to attend the class.
- C. It is a condition of reimbursement that an employee must remain in the employ of the AUTHORITY for two (2) years from the date of the completion of the course, or any

reimbursement payment, whichever is later. If an employee leaves for any reason other than death, disability, layoff, or retirement within the two (2) year period, then any reimbursement payment received by the employee for the course shall be repaid in full to the AUTHORITY by the employee.

- D. Courses shall be taken, whenever practicable, in-house and in the evening hours or on weekends so as not to conflict with regular working schedules. If a certain course can only be taken during the regular Authority working day, and the Authority agrees that the employee should take the course, then the employee and the Authority shall attempt to rearrange the working schedule of the employee so that he may still work a 40-hour week. Employees receiving approval to attend a seminar conducted during the workday shall receive their normal compensation, up to eight (8) hours a day.
- E. An employee shall not be compensated for any time spent in taking courses or in study or preparation for course work. The Authority, however, will compensate the employee for any time spent in taking examinations for licenses, if those examinations are offered only during the regular AUTHORITY workday. and in addition, only if the employee passes the examination. An employee may, however, take a vacation or personal day to be compensated for a day in which an examination is taken, but not passed. If the employee prefers to take an examination during the workday which is offered at night or fails an examination taken during the workday, the employee shall not be compensated for that time.
- F. The AUTHORITY shall reimburse the employee for all New Jersey water and sewer license fees and renewals thereof. All professional membership fees shall be reimbursed. If the holders of C, S, T, W, CDL or HazMat licenses are required to take a continuing education course to maintain the existing license (but not to upgrade the license), the AUTHORITY shall pay for the cost of the course upon prior approval of the Executive Director. Courses shall be scheduled in-house and, in the evenings, or on weekends, whenever possible. The AUTHORITY shall also pay for the cost of the fingerprinting imposed by the Division of Motor Vehicles for the Hazmat CDL endorsement.
- G. Each employee shall be required to provide to the AUTHORITY or sign appropriate releases of information for the AUTHORITY to obtain, a transcript of approved continuing education credits or training contact hours which the employee has earned, as may be requested by the AUTHORITY.

## Article XII

### Uniforms Section 12.1

- A. The AUTHORITY shall provide each employee with six (6) collared shirts and long sleeve undershirts. In addition, the AUTHORITY shall provide a dry cleaned or laundered jacket for each employee. The Authority will provide each employee with Khaki colored work/cargo pants through the Authority's contract vendor.



- B. Every employee must wear ANSI Z 41.1-1991 approved safety shoes while on the job. The AUTHORITY shall provide each employee with up to two-hundred seventy-five dollars (\$275.00) per year for shoe reimbursement for the purchase of steel/composite toe safety shoes.
- C. The AUTHORITY shall provide employees with summer tee-shirts, winter coveralls, and hooded sweatshirts as needed. To secure new tee-shirts, winter coveralls or hooded sweatshirts, however, the employee must turn in the old ones. All lost or non-returned uniforms, tee-shirts, winter coveralls or hooded sweatshirts shall be paid for by the employee through a reasonable repayment plan.
- D. Effective on or around November 15, the AUTHORITY shall provide each employee with one arctic winter jacket or vest every two years.

Article XIII  
Physical Exams

Section 13.1

- A. After a bona-fide offer of employment is made, and prior to 'the start of employment, each prospective employee shall submit to a pre-employment physical examination by a physician selected by the AUTHORITY, as a condition of employment. The type and cost of the examination shall be paid by the AUTHORITY. The Authority reserves the right to add or substitute a functional capacity examination at its' sole discretion.
- B. Consistent with business necessity, each employee shall submit to an annual/Bi-Annual DOT physical examination by a physician selected by the AUTHORITY. The cost of the examination shall be paid by the AUTHORITY. The physical shall be scheduled during working hours, whenever practicable. If an employee misses two (2) CDL exams, the employee shall pay the medical provider directly for the cost of the exam. The AUTHORITY will pay for additional CDL physical exams only in cases where the employee receives a temporary card and is required to return for a follow-up exam. D. If the examination reveals that the employee is disabled, the AUTHORITY will attempt to reasonably accommodate the employee, unless the accommodation would impose an undue hardship on the AUTHORITY. If the examination reveals that the employee poses a direct threat to the health or safety of that employee or of others, the employee may be placed on disability if the AUTHORITY cannot provide a reasonable accommodation without undue hardship.

Article XIV  
Discipline, Termination

### Section 14.1

- A. No Employee may be dismissed, suspended, disciplined, reprimanded, or receive adverse action or evaluation without just cause. Nothing shall prohibit the Union from investigating the dismissal or suspension and resorting to the grievance procedure provided in this Agreement. Except where the provisions of this Article provide for immediate dismissal, the Employer shall give the Union notice of said discharge or suspension. An Employee is permitted to grieve, as defined herein, any discipline above written discipline.
- B. A Staff Representative of the Union or the employee must submit written notice to the Authority within forty-eight (48) hours after the employer has sent notice of its intent to impose discipline and/or termination against a Union member. If there is no response from the local Union representatives or employee within forty-eight (48) hours, the Authority may take appropriate action subject to appeal through the grievance procedure. A Loudermill hearing is to provide the affected employee the right to be heard, it is not a probable cause hearing. There is no probable cause standard to meet the requirements of "Just Cause". The employees right to a Loudermill is triggered by suspension, demotion or termination.
- C. If a supervisor has his/her driving privileges in New Jersey suspended or revoked, the AUTHORITY shall protect the employment of the supervisor for a period of seven (7) months. If suspended or revoked for a conviction of any law, statute, ordinance, or regulation related to the laws prohibiting driving under the influence of intoxicating liquor or drugs, the benefits provided under this section will be limited to the employees first conviction. Suspensions or revocation related to any subsequent conviction will result in termination.

### Section 14.2 Immediate Dismissal

The Parties agree that any one of the following offenses shall constitute sufficient grounds for immediate dismissal upon finding of guilt:

- A. Calling in or participating in any kind of strike, work stoppage, slow down, strike threat, sickout or walk-out.
- B. The Authority may test an employee if there is reasonable suspicion to suspect said employee is drunk or under the influence of alcoholic beverage(s) during working hours. Refusal to take a properly administered test shall be considered sufficient evidence of drunkenness or being under the influence of alcohol.
- C. Possession, use or consumption of any alcoholic beverage on Authority property before, during or after working hours.
- D. Possession or use of non-prescribed legend or narcotic drugs while on the job or being under the influence of such drugs while on the job. Drug testing of employees involved in a vehicle or job-related accident, which results in a positive test, or refusal of employee to take a drug

- test after such employee was involved in vehicle or equipment job-related accident. E. Being absent without leave (AWOL) for three (3) consecutive days.
- F. Assault on any Authority employee or representative.

### Section 14,3 Payment Upon Separation

Upon separation by resignation, the AUTHORITY shall pay all monies due to the employee or probationary employee by certified mail return receipt requested mail to his/her last known address. Said payment shall be due to the employee or probationary employee on the regular scheduled payday. Upon separation by termination, the AUTHORITY shall pay all money due to the employee or probationary employee by registered mail return receipt requested to his/her last known address. Said payment shall be due to the employee or probationary employee on the regular scheduled payday once all AUTHORITY property is returned to the Deputy Executive Director of Operations or designee by said employee or probationary employee.

## Article XV

### Layoffs

#### Section 15.1

Employees may only be laid off or furloughed for the purposes of economy and efficiency. The Authority will give the Union thirty (30) days' notice of intent to lay off. After notice is given the Parties shall meet and negotiate the terms of said layoff or furlough, in good faith.

## Article XVI

### Grievance Procedure and Arbitration

#### Section 16.1 Grievance and Arbitration

- A. A "grievance" shall be defined as a complaint by an employee or employees because of an alleged violation, inequitable application or misinterpretation of this Agreement, Policies, Procedures or decisions. The following discipline shall not be subject to a grievance procedure or arbitration: oral warnings, written warnings or reprimands.
- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. 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 be an acceptance of the decision rendered at that step. It is understood that employees shall during and notwithstanding dependency of any grievance, continue to observe all assignments and applicable rules and regulations of the AUTHORITY until such grievance and any effect thereof shall have been fully determined.
- C. - An employee who has a grievance shall first discuss it with the shop steward, immediate supervisor and Assistant Executive Director for Personnel in an attempt to resolve the matter

informally at that level. In the event that the Assistant Executive Director for Personnel is unavailable, the Deputy Executive Director shall substitute as an alternate. A grievance, to be considered under this procedure, must be initiated by the employee within ten (10) working days from the time that the employee knew of its occurrence. Any resolution must be approved by the Executive Director of the AUTHORITY.

- D. Step 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, the grievant or union shall set forth his/her grievance in writing to the Executive Director of the AUTHORITY within 10 working days of the discussion of the grievance, specifying the nature of the grievance and the resolution sought. The notice of appeal shall be submitted in writing and shall have attached to it all related documents, papers and evidence and shall specify in detail, the nature of the grievance, relief sought, and the contractual provisions alleged to have been violated. The Executive Director or his/her designee shall communicate his/her decision in writing to the grievant within ten (10) working days of receipt of the written grievance. The Executive Director shall send a copy of the written decision to the shop steward and the Union.
- E. Step 3 - If the Union is dissatisfied with the decision of the AUTHORITY and between the Union and the AUTHORITY, the Union may request the appointment of an arbitrator. Such request shall be served upon the AUTHORITY either personally or by certified mail, return receipt requested, no later than (30) calendar days after the decision, in writing, to the AUTHORITY.
- F. The AUTHORITY and the Union shall select an arbitrator pursuant to the procedures of the NJ Public Employees Relations Commission (PERC). The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the AUTHORITY. The findings of the arbitrator shall be binding upon the parties. The fees and expenses of the Arbitrator shall be borne equally by the Parties. All other expenses, however, including, but not limited to the presentation of witnesses, shall be borne by the party incurring the expense. Where grievance proceedings are mutually scheduled by the parties during work time, persons required to be present shall suffer no loss in pay.
- G. Beginning with level 3 of the grievance procedure, the grievant must be represented by a Business Agent or attorney of the Union.

## Article XVII Indemnification

### Section 17.1

The Authority shall indemnify and absorb the cost of legal defense for all employees facing litigation arising from the actions of the employee occurring during the scope of his or her employment with the Authority. The Authority shall not indemnify and absorb the cost of legal defense for matters that can be litigated by the Union, for injuries and/or damages caused by the

employee's own negligence or willful misconduct, or for injuries and/or damages caused by the employee's own intentional actions.

Article XVIII  
Embodiment of Agreement

Section 18.1 Embodiment

This Agreement constitutes the sole and complete Agreement between the Parties and embodies

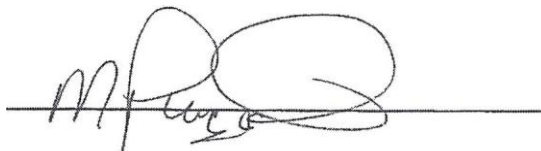
the terms and conditions governing the employment of Employees in the Union\* The Parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or Agreement between the Township and the Union or the Authority and any individual employee covered by this Agreement is hereby superseded.

Section 18.2 No Strike Clause

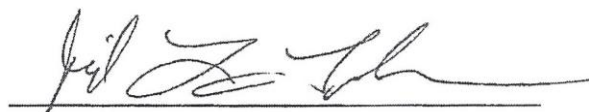
It shall be the mutual objective of the Union and the Authority to provide for uninterrupted services to the public. The Union agrees that, during the term of this Agreement, neither the Union, nor anyone acting on its behalf will cause, authorize, support, or take part in any threats, strikes, work stoppages, slowdowns, walkouts, or other job action against the Authority by anyone covered by this Agreement. The Union agrees that such action would constitute a material breach of this Agreement. Participation of any of the above shall be deemed grounds for disciplinary action up to and including termination of employment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Attest:



GOVERNMENT WORKERS UNION

  
David Tucker, President

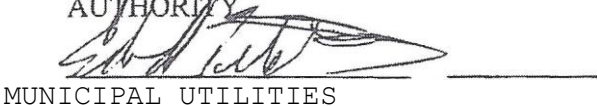
Date: 12-14-22 Date: 12-13-22

Attest:

THE EVESHAM  
MUNICIPAL UTILITIES  
AUTHORITY



George Tenza, Vice Chairman



MUNICIPAL UTILITIES

Edward Waters, Chairman

Date: 12-7-22

Date: 12-7-22

Appendix  
A  
Supervisor Salary Scale

Supervisor				
	22-Jul	23-Jul	24-Jul	25-Jul
Step \$				
1	95,620.00	98,830.07	102,136.44	105,542.00
Step \$				
2	97,148.90	100,358.97	103,665.34	107,070.90
Step \$				
3	98,677.80	101,887.87	105,194.24	108,599.80
Step \$				
4	101,735.63	104,945.70	108,252.07	111,657.63
Step \$				
5	103,383.78	106,593.85	109,900.22	113,305.78
Step \$				
6	107,002.21	110,212.28	113,518.64	116,924.20

Assistant Supervisor				
	22-Jul	23-Jul	24-Jul	25-Jul
Step \$				
1	85,522.55	88,088.22	90,730.71	\$ 93,452.75
Step \$				
2	88,167.57	90,812.60	93,536.81	\$ 96,343.04
Step \$				
3	90,894.40	93,621.23	96,429.87	\$ 99,322.72
Step \$				
4	93,705.56	96,516.73	99,412.23	102,394.56

Supervisors and Assistant Supervisors advance a step on July 1st of each year

## Appendix

Step 5 requires minimum of two Class 3 Licenses

Step 6 requires minimum of two Class 4 Licenses

Employee with two Class 3's or two class fours or combination will advance to Step 5 or 6 on their 4th Anniversary B

### Bonus Chart

Based off the two highest licenses

Class I 250.00

Class 2 500.00

Class 3 750.00

Class 4 1,000.00



Appendix  
C  
Chapter 78 Rates

Single 30%  
MP/PC 27% Family  
24%