AGREEMENT BY AND BETWEEN

THE EVESHAM MUNICIPAL UTILITIES AUTHORITY,
a body corporate and politic,

- and -

THE TEAMSTERS LOCAL UNION NO. 676,
affiliated with the International Brotherhood of Teamsters

For The Period from
July 1, 2017 through and including June 30, 2021

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THIS AGREEMENT, by and between the EVESHAM MUNICIPAL UTILITIES AUTHORITY, a body corporate and politic (hereinafter referred to as "EMUA"), and the TEAMSTERS LOCAL UNION NO. 676, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as "Union").

W I T N E S S E T H

That for the mutual promises, benefits and undertakings as hereinafter set forth, the parties do agree as follows:

ARTICLE 1 - PURPOSE AND SCOPE OF AGREEMENT

It is recognized by the parties hereto that the EMUA is engaged in furnishing an essential public service that vitally affects the health, safety and welfare of the residents of Evesham Township. The responsibility of uninterrupted service to the public is a mutual responsibility of the EMUA and the Union, which requires that any disputes arising between the employees and management be settled in an orderly way without interruption of water or sewer service, and both parties to this agreement hereby recognize this mutual responsibility.

The EMUA and the Union have entered into this agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the EMUA, procedures for the presentation and resolution of grievances and for the purpose of regulating the mutual relations between the EMUA and its employees with a view to promoting and insuring harmonious relations and cooperation.

This document constitutes the sole and complete agreement between the parties and embodies the terms and conditions governing the employment of employees by the EMUA. 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commitment or agreement between the EMUA and the Union or any individual employee covered by this agreement is hereby superseded.

ARTICLE 2 - RECOGNITION

The EMUA recognizes the Union, The Teamsters Local Union No. 676, as the exclusive collective bargaining agent for all of the employees of the EMUA as hereinafter defined. Management, supervisors, laboratory supervisors and members of other collective bargaining units are excluded from this Agreement. Probationary employees and part-time employees are also excluded from this agreement, except where they are specifically included. Part-time employees are defined as a regular, active employee of the EMUA who is scheduled to work less than twenty-five (25) hours per week.

ARTICLE 3 - DEFINITION OF EMPLOYEES

The term "employee" as used in this Agreement, is defined to mean one who:

A. Has successfully completed the probationary period and who has been placed on the regular seniority list; and

B. Is an employee in one of the following assignments:

1. Laborer
2. Operator
3. Maintenance Mechanic
4. Electrician
5. Electrical Technician
6. Maintenance Technician

The job qualifications for each assignment of employee are set forth in the Union Employee Handbook and Personnel Policy and Procedures Manual.

General Requirements

In general, all employees, regardless of assignment, are required to perform any work that is assigned by the EMUA. All employees shall sign work schedules, work guidelines, work records, memos, maintenance schedules and other such records as requested by the EMUA

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 EMUA 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 4 - PROBATIONARY EMPLOYEES

A. A "probationary employee" is one who is in the employ of the EMUA and would otherwise qualify under the definition of "employee" except that he has not been employed for one-hundred eighty (180) consecutive calendar days.

B. A probationary employee is not covered by this Agreement, except where specific reference is made to probationary employees and except for the pay scale, which shall apply. A probationary employee shall be eligible to be enrolled in and receive health benefits after thirty (30) days of employment. A probationary employee is not entitled to sick leave, leave of absence, vacations, paid holidays, personal days, insurance or fringe benefits, nor is entitled to file a grievance except with respect to work safety or equipment safety. Probationary employees shall be enrolled in the overtime rotation after ninety (90) days. Probationary employees are eligible to work holidays, but will be paid straight time, there shall be no premium pay.

C. A probationary employee is not entitled to retroactive benefits of the type described above after the probationary period has terminated, except for such benefits as are required by law.

D. The EMUA shall notify the Union when any new employees are hired to fill positions within the terms of this Agreement. Probationary employees shall be evaluated every thirty (30) days by the EMUA. During the probationary period of one hundred eighty (180) consecutive calendar days or as extended as set forth in Paragraph E below, the employee may be discharged without recourse, provided that the EMUA may not discharge or discipline for the purpose of discriminating against union members.

E. After one hundred eighty (180) consecutive days of employment, the probationary employee shall be entitled to all benefits and privileges of a regular employee. The EMUA may, however, in its discretion, extend the probationary period for a period not to exceed an additional 90 calendar days but this shall not affect the probationary employee's right to receive benefits. After successful completion of the probationary period, the employee shall be placed on the regular seniority list. In case of discharge within the probationary period, the EMUA shall notify the Union in writing.

F. The date of hiring of a probationary employee is the date that shall be used for seniority and vacation purposes.

ARTICLE 5 - MANAGEMENT RESPONSIBILITY

A. The Union agrees that the management of the water and sewer systems, the control of personnel, the control of property and the maintenance of order and efficiency is solely the responsibility of the EMUA. The EMUA hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not by way of limitation, the following rights:

1. To select and direct all personnel;
2. To hire, suspend or discharge any employee for just cause;
3. To assign, promote or transfer any employee or probationary employee;

4. To determine the amount of overtime to be worked;

5. To relieve employees or probationary employees from duty because of lack of work or for other legitimate reasons;

6. To decide the number and location of facilities;

7. To determine the work to be performed;

8. To determine schedules for maintenance and repair;

9. To determine the amount of supervision necessary;

10. To determine the types and amount of machinery, tools, equipment and methods that are necessary;

11. To determine schedules of work;

12. To procure, design, engineer and control equipment and materials;

13. To purchase services of others by contract or otherwise, except as they may be otherwise specifically limited in this Agreement;

14. To establish a code of rules and regulations of the EMUA for the operation of the EMUA; and

15. To make, change or modify reasonable and binding rules and/or regulations that shall not be inconsistent with this Agreement.

B. Nothing contained herein shall be construed to deny or restrict the EMUA in its exclusive right to administer the EMUA and control the work of its personnel, nor to deny or restrict the EMUA 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.

ARTICLE 6 – EMUA RULES

The EMUA 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 EMUA, 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 the contract and shall not be subject to challenge.

ARTICLE 7 - UNION SECURITY; REPRESENTATION FEE

A. It is agreed that an employee who does not join the union, withdraws from union membership or cancels his application for membership in the union shall be required to share in the cost of maintaining and operating the union, as provided by law. Failure of an employee to be a union member shall not affect his status as an employee of the EMUA.

B. Neither membership nor non-membership in the union shall be a condition of employment or continued employment. Nonmembers who would otherwise be covered employees shall pay to the union a representation fee in lieu of union dues in the event that they elect not to become union members. This shall also affect new employees beginning on the expiration of the probationary period. It is understood that each employee covered by this agreement benefits by the existence of this contract and as such shall pay the representation fee to the properly designated officer of the Union each month, which charge shall be paid as a contribution towards the administration of this agreement and the representation of such employee. The amount of the representation fee shall be calculated by the Union but in no event shall it exceed Eighty-Five percent (85%) of the regular union dues.

C. 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.

ARTICLE 8 - DUES CHECK OFF, P.A.C. AND INDEMNIFICATION

A. Upon receipt of proper written authorization from the employee, the EMUA shall deduct union membership dues and representation fees, in accordance with N.J.S.A. 52:14-

15.9(e), on a weekly basis and shall remit the moneys collected to the Union not later than the 15th day of each month. The Union agrees to indemnify, defend and hold harmless the EMUA from any causes of action, demand, claims, suit, losses or damages or any other liability incurred as a result of this clause.

B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the EMUA written notice thirty (30) days prior to the effective date of such change.

ARTICLE 9 - ACCESS TO PREMISES

A duly authorized representative of the Union, whose name shall be filed in writing with the EMUA, shall be permitted access to the premises for the purpose of assisting in the adjustment of grievances, the investigation of working conditions and the investigation of complaints of breach of contract, provided, however, that prior approval has first been secured from the Executive Director, or his designee, on the condition that such approval shall not be unreasonably withheld. Such visits shall not be permitted to interfere with, hamper or obstruct the normal conduct of work.

ARTICLE 10 - SENIORITY

A. Seniority is defined to mean the accumulated length of continuous service with the EMUA in this bargaining unit, computed from the most recent date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for a bona fide illness or injury certified by a physician. Seniority shall be lost if the employee transfers to another collective bargaining unit. Seniority shall be lost and employment terminated for the following reasons:

1. Discharge with cause;
2. Resignation;
3. Failure to return promptly after expiration of authorized leave;

4. An absence of three (3) consecutive working days without leave or notice to the Deputy Executive Director of Operations; or

5. Engaging in any other employment during a period of leave of absence.

B. All job/permanent shift openings or vacancies in an assignment covered by this agreement shall be posted by the EMUA on the employee bulletin board for a period of fourteen (14) consecutive days. At the end of the period, the assignment shall be awarded as soon as possible by the EMUA. An employee who wishes to bid for the opening or vacancy must do so in writing by submitting a memorandum to the Director of Personnel in a timely fashion. The EMUA reserves the right, in its sole discretion, to select the senior, most qualified candidate. The EMUA will supply to the union a list of those applying for the vacancy, upon written request.

C. Promotions will be based on criteria set by EMUA policy. The criteria and any changes will be provided to the Union.

D. To be eligible to transfer, the employee must have completed a minimum of six (6) months of continuous and satisfactory service in their current position.

E. An employee, who transfers to a position not previously held by him, shall receive instructions and training in such position and shall be given a minimum of a ninety (90) day probationary period in the new position. At the completion of the ninety (90) day probationary period, the employee shall be promptly furnished with written notification advising him of the EMUA's decision whether he has qualified in the position, a copy of which shall be furnished to the Union. An employee who fails to meet the job requirements within the ninety (90) day probationary period shall be reassigned to his former assignment without loss in seniority.

F. In the event that an employee accepts a position in management with the EMUA, then, after thirty days, seniority rights shall be lost. There shall be no interruption in seniority if the employee leaves management and returns to the labor force through and including the end

of the thirty day period. If the employee leaves management and returns to the labor force after the thirty day period, seniority shall be computed from the date of return.

G. Once an employee has been selected to work the second or third shift, the employee shall be given preference for assignment to either the second and third shift based on seniority, if all other factors related to the job assignment and the need for certain job qualifications are relatively equal.

ARTICLE 11 - SENIORITY, RANK AND POSTING

Annually, during the month of January, the EMUA shall compile, submit to the Union and post in a conspicuous place a written seniority list of employees. A master seniority list will also be provided to the stewards and Union. Any employee hired after the date of posting shall have his name added to the list in order of the date of hiring, and the Union shall be notified of such additions. Any disagreement with the seniority standing of any employee shall be submitted as a grievance, after which the list shall become binding and permanent on all employees named on that list. If employees have the same date of hire, the employee who first submitted a job application shall be given seniority. If the employees have the same date of hire and job application date, the employee with the highest last four digits of their social security number shall be given seniority.

ARTICLE 12 - SHOP STEWARD

A. The EMUA recognizes the right of the Union to designate one shop steward and one alternate from the EMUA seniority list. The authority of the shop steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the EMUA in accordance with the provisions of this Agreement.

2. The collection of dues when authorized by appropriate local union action.

3. The transmission or receipt of such messages and information to or from the local union or its officers provided that telephone messages be limited to one call per week not exceeding fifteen (15) minutes in length and are of such a routine nature that do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the normal and routine operation of the EMUA.

B. The shop steward and alternate have no authority to take strike action or any other action interrupting the normal and routine operation of the EMUA. The EMUA shall have the authority to impose proper discipline, including discharge in the event the shop steward or alternate has taken strike actions, slow downs or work stoppage in violation of this agreement.

C. Except as specifically stated above, the shop steward and alternate shall be prohibited from performing any other union activities while on company time. The shop steward or alternate has no authority to and shall not give orders to employees, nor countermand orders of supervisory personnel. The alternate shop steward shall have the authority to act if the primary shop steward is unavailable or if the alternate shop steward is requested by a member.

D. The designation of the shop steward and alternate shall be certified to the EMUA by the Union in writing.

ARTICLE 13 – LAY-OFF AND RECALL

A. In the event that it becomes necessary to lay off employees, the EMUA shall lay off employees on the basis of qualifications and seniority using the master list. In the event that qualifications and seniority are equal among two or more qualified employees, and less than all of the qualified employees are to be laid off, the order of layoffs of employees with equal seniority shall be determined by the EMUA. If the EMUA recalls the employees who were laid off, the recall shall be done in reverse order of the manner in which employees were laid off, with the last employee laid off being the first employee to be recalled.

B. An employee who is laid off shall have the right to "bump" an employee with lesser seniority, but only if the bumping employee actually qualifies for the same or higher pay rate

classification as the bumped employee and possesses both the necessary qualifications and ability, in the sole discretion of the EMUA, to satisfactorily perform all of the job duties of the bumped employee. Each bumped employee, in turn, has bumping rights as stated above.

C. When recalling laid off employees, the EMUA shall call and send a certified mail return receipt requested letter to the employees' last known phone number and address, as indicated on the employee records, and the employee shall have three (3) days to respond to the recall notice. After the employee has notified the EMUA that he shall return to work, the employee shall have one week in order to report to work. If the employee fails to report within the one (1) week period, he shall be terminated. If he is then rehired, he shall be considered a new employee without his former seniority.

D. The EMUA agrees to give at least one (1) week notice of a lay off to the Union, the shop steward and the affected employees. Notice shall be given in writing. Whenever such required notice is not given and the circumstances are not beyond the control of the EMUA, the employees shall be paid one (1) week's wages in lieu thereof.

E. All recall rights granted herein shall be limited to a period of twelve (12) months from the date of lay off and thereafter, no right of recall shall exist.

ARTICLE 14 - GRIEVANCE PROCEDURE 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. 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 EMUA until such grievance and any effect thereof shall have been fully determined.

C. Step 1 - 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 EMUA.

D. Step 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, the grievant shall set forth his grievance in writing to the Executive Director of the EMUA within five (5) 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 designee shall communicate his 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 EMUA and only if the grievance pertains to a violation of this contract between the Union and the EMUA, the Union may request the appointment of an arbitrator. Such request shall be served upon the EMUA either personally or by certified mail, return receipt requested, no later than fifteen (15) calendar days after the decision, in writing, to the EMUA.

F. The EMUA and the Union shall select an arbitrator pursuant to the procedures of the American Arbitration Association. 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 EMUA. 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 of the Union.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

A. Except for lay-offs, no employee may be dismissed or suspended without just cause. The EMUA will adhere to the principals of progressive discipline. Notwithstanding any other provision of this Agreement, an employee may be dismissed or suspended for egregious offenses without progressive discipline.

B. In each instance of dismissal or suspension, the EMUA shall promptly notify the Union in writing of the action taken. A disciplinary offense shall be removed from the employee's record after two (2) years of the date of the offense, and may be used for no purpose other than for purposes of termination.

C. In the event that an employee has his driving privileges in New Jersey suspended or revoked, the EMUA shall protect the employment and seniority of the employee for a period of seven (7) months unless the employee has a CDL. The EMUA retains the right, however, to require the employee to take an unpaid leave of absence for the period of suspension or revocation if, in the EMUA's discretion, it is not feasible to permit the employee to continue to

work. The EMUA may, at its discretion, revoke any additional pay received for possessing a CDL and any additional endorsements until the employee's CDL privileges are restored. In the event that an employee's driving privileges, passenger or Commercial, are suspended or revoked for a conviction of any law, statute, ordinance or regulation related to the laws prohibiting driving while under the influence of intoxicating liquor or drugs, the benefits provided under this section will be limited to the employee's first conviction. Suspensions or revocations related to any subsequent conviction will result in termination.

ARTICLE 16 - STRIKES AND LOCKOUTS

A. It is recognized that the need for continued and uninterrupted operation of the water and sewer system is of paramount importance to the citizens of the community and that there should be no interference with such operations. 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.

B. The Union covenants and agrees that during the period of this Agreement, neither the Union nor any group of persons acting in its behalf, will cause, authorize, engage in, sanction, assist or support any strike, concerted failure to report for duty, willful absence of any employee from his position, stoppage of work or abstinence in whole or in part, or deviation from the full, faithful and proper performance of the employees' duties of employment, work stoppage, slow down, walk out or other job action against the EMUA for any purpose whatsoever. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow down or other activities as set forth in Section B herein, or support any such action by any other employee or group of employees of the EMUA, and that the Union will direct all such members who participate in such illegal activities to cease and desist and to return to work immediately, and to take such other

reasonable steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slow down, work stoppage or other activity as aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this agreement shall entitle the EMUA to take disciplinary action.

E. The Union further covenants and agrees that any involvement or participation in either a strike or a walk out, as aforementioned, will be grounds for the termination of the employees engaged in such activity.

F. Nothing contained in this Agreement shall be construed to limit or restrict the EMUA in its right to seek and obtain such judicial relief as it may be entitled to in law or in equity for injunction or damages or both in the event of such breach by the Union or its members. The Union may be held liable in damages for any job action as described herein unless the Union, in writing, immediately disavows the job action and notifies the participating employees to return to work.

G. The EMUA agrees that during the duration of this Agreement, it will not lock out employees.

ARTICLE 17 - PICKET LINES

It shall not be a violation of this Agreement and it shall not be a cause for dismissal, suspension or disciplinary action if an employee refuses to enter upon property or premises which are the subject of a lawful primary labor dispute, except, however, that an employee must perform all assigned duties, including crossing said picket line, if that action is necessary to prevent or protect against bodily injury to any person or damage to any property of the EMUA, including, but not limited to its water and sewer systems, or in the event of other emergencies which necessitate the employee crossing the aforesaid picket line.

ARTICLE 18 - PERFORMANCE OF WORK

A. All work performed in any assignment covered under this Agreement shall be performed only by employees or probationary employees covered by this Agreement, except as may be otherwise specified.

B. It is not the intention of the EMUA to deny work to any employee by assigning production work to a foreman or supervisor. It is understood and agreed, however, that foremen or supervisors are specifically permitted to work in case of emergencies, when there is a shortage of labor immediately available, when there is a shortage of labor due to absence or illness, when evaluating an employee's performance or when circumstances so warrant. Moreover, supervisors and foreman are expressly permitted to perform such functions as testing equipment or methods of operation and instructing employees in operating equipment or performing tests.

C. Nothing in this Agreement shall preclude the EMUA from employing independent contractors on a contractual or sub-contractual basis to perform any work as may be required by the EMUA.

ARTICLE 19 - WORK IN OTHER CLASSIFICATIONS

An employee shall not be entitled to a different pay rate or additional compensation for performing work in a different assignment.

ARTICLE 20 - WORK DAYS, WORK WEEKS, OVERTIME AND TIME CLOCK

A. The work of the EMUA shall be scheduled over twenty-four (24) hours a day and seven (7) days a week, in the discretion of the EMUA.

B. A normal workweek shall consist of forty (40) hours of work.

C. There shall be two (2) paid fifteen (15) minute breaks each workday. Although each break period shall normally be taken in the middle of the work session prior to lunch and in

the middle of the work session after lunch, the EMUA retains the right to reschedule the first and the second break for a reasonable time in the event that work schedules so require. Employees who are on location in the field are not allowed to return to their base location for the purpose of taking their break. Employees in the field are to have break at their worksite unless given management approval either ahead of time or via cell phone communication. The EMUA will provide some type of cleaner/sanitizer for on road breaks.

D. There shall be a paid five (5) minute wash-up period prior to lunch and at the end of the workday.

E. There shall be an unpaid thirty (30) minute lunch period during an eight (8) hour work shift. The lunch period shall be scheduled between the hours of 11:30 a.m. and 1:30 p.m. Specific assignment of lunch periods shall be made by the EMUA for the efficient operation of the EMUA. Employees who are on location in the field are not allowed to return to their base location for the purpose of taking their lunch period. Employees in the field are to have their lunch at their worksite or at a location in close proximity thereto unless given management approval either ahead of time or via cell communication. The EMUA will provide some type of cleaner/sanitizer for on the road lunches.

F. A normal workweek shall consist of forty (40) hours of work at straight time pay. All hours paid count towards the calculation of forty (40) hours. Hours worked in excess of forty (40) per week shall be paid at time and one-half. Overtime on Sunday (not Sunday scheduled duty) shall be paid at double time.

G. Overtime shall be given to employees based on: first, continuity of effort and second, appropriateness of work to an assignment. In the event that all factors are otherwise equal, the EMUA shall attempt to equalize overtime among employees by posting a monthly list by the 7th workday of the month, stating the number of total overtime hours worked by each employee during the current calendar year, including all overtime hours worked, all overtime

hours refused and all overtime hours not available. The employee with the least number of total hours of overtime on the list shall be the first to be called for overtime and the remaining employees shall be called in ascending order based on total overtime hours. Employees shall be charged for refusing any and all overtime. Nothing herein shall prevent the EMUA from disregarding the list and calling in any employee in the event of an emergency. In the case of an emergency as determined by the EMUA in its sole discretion, qualified employees with the least amount of seniority who are on the job must accept such overtime assignments as directed by the EMUA. Overtime hours worked on emergencies shall be counted in determining the total number of hours worked. The procedure used to assign overtime is as follows:

1. Employees on the Job: If overtime occurs while one employee is assigned to and working on a job, the employee shall be the first to be offered overtime. If the employee refuses the overtime, the next qualified employee with the lowest amount of overtime shall be called. If overtime occurs while more than one employee is on the same job and not all of the employees so working are needed for overtime, then the qualified employee(s) with the lowest amount of overtime hours shall be asked. If an employee refuses overtime, the next qualified employee on the job with the lowest amount of hours shall be asked.

2. Scheduled Overtime: In the event that overtime is scheduled in advance, the overtime will be offered to the qualified person with the lowest number of overtime hours as described above.

H. Employees shall not work more than sixteen (16) consecutive hours without an eight (8) hour break. The sixteen-hour rule can be waived in the discretion of the EMUA.

I. Call-in Overtime. Call-ins will be made first to the qualified person with the lowest listed amount of overtime hours.

J. The EMUA shall notify an employee at least five (5) days prior to any schedule or shift changes, except in cases of emergency as may be determined by the EMUA or seven (7) days prior to any schedule or shift changes when an employee is scheduled to work weekend duty.

K. The EMUA may require employees to carry a cell phone. Employees required to be on call by wearing Authority issued cell phones shall be handled in the following manner:

1. Cell phones shall be rotated among qualified employees designated by the EMUA in the water and wastewater departments for a period of time lasting one week. The on-call week will begin at 7:00 AM Monday and run through 6:59 AM the following Monday.

2. No employee shall be required to be on-call during their scheduled and approved vacation or personal leave, or sick leave.

3. Employees assigned to carry a cell phone shall remain fit for duty and available within a one (1) hour response time. The on-call employee must be called fifteen (15) minutes after the normal workday has ended.

4. All on-call employees assigned to carry a cell phone shall receive additional pay of thirty dollars ($30) per day while on call plus a three (3) hour minimum for each occurrence they are called into work to resolve an issue or actual time worked, whichever is greater. If an employee is required to respond to a second or subsequent occurrence within two and one half (2 ½) hours of the initial call, there is no additional three (3) hour minimum. The employee shall be considered on the clock from the original call. The on-call rate shall be thirty-five dollars ($35.00) per day while on call for the second year of this contract, thirty-five dollars ($35.00) per day for the third year of this contract and forty dollars ($40) per day for the fourth year of this contract.

5. The EMUA shall utilize on-call personnel for any assignment that occurs fifteen (15) minutes or later after the end of the scheduled workday unless the EMUA has qualified personnel on the clock and available to respond to the assignment.

L. Those employees not qualified for on-call duty shall accept a minimum amount of overtime offered of fifty per cent (50%) per calendar quarter or be subject to discipline. There will be a three (3) hour guarantee for those not qualified to be on-call. Those assigned on-call duties will not be subject to any discipline as it relates to minimum overtime offered in this section.

M. All employees and probationary employees shall be required to utilize a time clock and punch in prior to the start of:

1. All morning and afternoon work periods;

2. Resumption of work after morning and afternoon breaks, in the discretion of the immediate supervisor;

3. Any work period in which the employee is called back to work; and

4. Such other periods as may be directed by management.

N. All employees and probationary employees shall be required to utilize a time clock and punch out at the end of:

1. All morning and afternoon work periods;

2. A work period prior to a morning or afternoon break, in the discretion of the immediate supervisor;

3. Any work period in which the employee is called back to work; and

4. Such other periods as may be directed by management.

O. An employee or probationary employee may only punch in within seven (7) minutes prior to the start of a paid work period. No overtime shall be paid for punching in prior to the start of, or for punching out after the end of, a paid work period unless such overtime is expressly authorized by the EMUA.

P. An employee or probationary employee is not eligible for overtime in a week in which late time occurred unless the late time is first made up at straight time pay.

Q. An employee who is chronically late shall be disciplined at the discretion of the EMUA. Chronically late shall be defined as three (3) lateness's of any duration within any consecutive three (3) month calendar period. However, if an employee can show that the lateness is due to a State of Emergency, act of God or a confirmed road closure, that employee shall be given the opportunity to make up the time missed from work at the end of the day in order to avoid a lateness under this Article.

R. All employees shall be subject to three (3) mandatory work shifts during an emergency in addition to any other work required by this agreement. The three (3) mandatory shifts may take place during a state of emergency as declared by any local, state of federal OEM. The sixteen (16) hour rules (Article 21, Section D 2b) will apply to mandatory work shifts.

If an employee works over a sixteen (16) hour shift and it runs close to the start of the regular work day shift, they will be given a grace period. The employee will have to return to work and finish the remainder of the shift to receive a full day's pay by the end of the next pay period. If the employee does not return to work and finish the remainder of the shift, the employee must make up the lost time by the end of the next pay period or can choose to have lost time allocated towards vacation or sick time. Sick time used for this purpose will be considered excused.

ARTICLE 21 - MINIMUM TIME

Whenever an employee reports for work for the regularly scheduled shift, the employee shall receive a minimum of a full day's work or full day's pay at the employee's regular rate, provided the employee accepts any job to which the employee may be assigned. All employees are required to clock in prior to any work being performed and to clock out at the end of the work shift.

ARTICLE 22 - RATES OF PAY

A. Effective July 1, 2017 and every July 1st thereafter for the duration of this Agreement, the basic rate of pay for the employees shall be increased as follows:

1. Year 1 – 2% increase

   Year 2 – 2% increase

   Year 3 – 2% increase

   Year 4 – 2% increase

2. Employees hired prior to April 1, 2014, will be eligible for extra pay for the following endorsements to their CDL:

   Air Brakes +$0.05/hour.

   Tanker +$0.10/hour.

   HazMat +$0.10/hour

   Employees hired after April 1, 2014 will be eligible for the following

endorsements to their CDL:

Air Brake____+$0.05/hour

Tanker +$010/hour

HazMat +$0.10/hour

All employees obtaining Class A CDL secured with all endorsements (Air Brakes, Tanker, HazMat) will be eligible for extra pay at the rate of fifty cents ($0.50) per hour pay increase. The Authority reserves the right to limit the number of employees receiving this Class A endorsement to 8 employees. The Authority can adjust the number of employees receiving this endorsement as operational needs dictate.

3. The EMUA will pay union employees the following bonuses for those members earning NJDEP licenses under the following terms and conditions:

    a. Employees hired prior to April 1, 2014 the EMUA will pay employee a Seven Hundred Fifty Dollar ($750.00) bonus for any Class 3 or a One Thousand Dollar ($1,000.00) bonus for any Class 4 license earned after July 1, 2017. Only one (1) license bonus will be paid for each classification regardless of the number of licenses possessed and employees will only receive a bonus for the highest classification of license. For example, an employee with a C3, W3 and S4 would receive one (1) One Thousand Dollar ($1,000.00) bonus for the S4 license. License bonuses will be paid the first pay period of each December.

    b. Employees hired after April 1, 2014 the EMUA will pay employee a bonus for any license currently earned or any license earned after July 1, 2017 according to the following schedule:

        Class 1 - $250.00

        Class 2 - $500.00

        Class 3 - $750.00

        Class 4 - $1,000.00

        For employees hired after April 1, 2014, only one (1) license bonus will be paid for each classification regardless of the number of licenses possessed and employees will only receive a bonus for the highest classification of license. For example, an employee with a C1, W1 and S2 would receive one (1) Five Hundred Dollar ($500.00) bonus for the S2 license. License bonuses will be paid the first pay period of each December.

B. Weekend Differential

An employee who works a regularly scheduled shift on a Saturday or Sunday shall receive weekend differential premium pay of 125% (time and a quarter) of the rate in Paragraph A for all time worked on the shift. Overtime worked on a Saturday after the completion of a regularly scheduled Saturday shift shall be paid at time and a half of the rate in Paragraph A. Overtime worked on a Sunday after the completion of a regularly scheduled Sunday shift shall be paid at double time of the rate in Paragraph A.

C. Night / Mid-day Differential

There shall be added to basic rate of pay thirty-five cents ($0.35) per hour for each hour worked on a regularly scheduled 3:30 p.m. to 12:00 midnight shift. (An employee working a regularly assigned shift scheduled 11:30 AM to 8:30 PM will receive a shift differential of thirty-five cents ($0.35) added to the basic rate of pay for the hours of 4:30 PM-8:30 PM). There shall be added to the basic rate of pay fifty cents ($0.50) per hour for each hour worked on a regularly scheduled 11:30 p.m. to 8:00 a.m. The night / midday differential shall apply only to regularly scheduled shifts and does not apply to hours worked for overtime, emergency work, or any work performed after normal working hours which is performed on other than a regularly scheduled shift.

ARTICLE 23 - PAY PERIOD

A. All employees and probationary employees covered under this Agreement shall be paid in full on each payday for hours worked during the preceding week. No more than one (1) week's pay shall be held on any employee or probationary employee.

B. Each pay period will cover one week, beginning Monday at 12:01 a.m. and ending on the following Sunday at 12:00 midnight. Pay for the pay period will be issued on the Thursday following the Sunday end of pay period by direct deposit as provided by any state law. No

employee or probationary employee shall be permitted to transact any banking business on EMUA time.

C. When the regularly scheduled payday falls on a holiday, the EMUA shall pay the employees and probationary employees on direct deposit the regular workday immediately preceding the holiday.

D. Each employee and probationary employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

E. All employees shall be paid by using direct deposit into the banking account of the employee's choice.

F. There shall be no advanced pay for vacation.

ARTICLE 24 - PAYMENT UPON SEPARATION

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

ARTICLE 25 – BENEFITS

The EMUA will provide the Evesham Township Gold Plan as a fringe benefit to all current employees as of July 1, 2017. The EMUA will provide the Evesham Township Gold Plan to anyone hired after ratification. All employees shall contribute towards the plan in accordance with New Jersey law. Employees may choose as a health insurance plan of Evesham Township

that exceeds the benefits of the Gold Plan in which case the employee will pay the full premium difference. The EMUA may, in its discretion, substitute policies, coverages, companies or benefits without Union approval, provided, however, that there is no reduction in benefits. Nothing in this Article, however, shall obligate the EMUA to provide any of the fringe benefits in the Evesham Township Gold Plan if such benefits are not commercially available to the EMUA or are only available at rates equal to or greater than 120% of the rate paid by the EMUA for similar coverage as of July 1, 2017. In such event, the EMUA and Union shall renegotiate the coverage to be provided. Optional benefits, if available, may be secured by an employee on a contributory basis. Member contributions to health insurance benefits shall remain at the same percentage rate that exists as of July 1, 2017 (once all applicable cost of living adjustments and endorsements from year one of the agreement have been applied to the members' hourly rate) for the entire term of this contract. Should a member switch their level of coverage during the life of this contract, for example-single to member/spouse or member/spouse to family, the employee will be subject to the appropriate percentage rate at the new level of coverage. The EMUA shall provide healthcare insurance for those members with a minimum of twenty-five (25) years of service with the EMUA and age of fifty-five (55) who retire and collect a pension from the State's Public Employees Retirement System (PERS). For those members employed with the Authority as of the signing of this agreement, the EMUA shall provide healthcare insurance for those members 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 EMUA. 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 statute.

ARTICLE 26 - SICK LEAVE; BUY-BACK PROVISION

A. Employees as of August 1, 1994 shall be entitled to 15 days of sick leave per calendar year. All other employees of the EMUA as of January 1 of each calendar year shall be entitled to twelve (12) days of paid sick leave for that calendar year on a monthly pro rata basis. One who becomes an employee after January 1 shall receive paid sick leave on a monthly pro rata basis for that year. Paid sick leave shall also be prorated in the year of termination. An employee who uses ten (10) or more sick days in each of three (3) consecutive calendar years, or uses his or her maximum allocation of sick days in each of two (2) consecutive years, is subject to termination for chronic and excessive absenteeism, at the discretion of the EMUA and in compliance with all federal/state Family and Medical Leave Act and/or disability laws.

B. Sick leave days which are unused during the course of 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 regular straight time rate, exclusive of any premiums for the day or days on which he is absent from work because of accident or illness.

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

3. Paid sick leave benefits shall not be granted to any employee until the completion of the probationary period.

4. In the discretion of the EMUA, a doctor's certificate may be required as a condition for payment of sick leave after a three (3) day absence or after three (3) separate occurrences of sick leave in any one (1) calendar year for which a doctor's certificate has not been provided.

A doctor's certificate may be required as a condition for payment of sick leave.

5. 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.

6. Except as provided in the "No-pay" Days 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.

7. During the period of absence from work, the EMUA 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 EMUA. Under no circumstances shall the combination of paid sick leave benefits with any of the aforesaid exceed an employee's regular straight time daily or weekly rate of pay.

8. 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, overtime, or to any day for which an employee has received full pay from the employer.

9. 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.

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

11. When paid sick leave is taken either immediately before or after the use of weekly vacation time, personal days, Fridays and/or Mondays and there is evidence or a pattern that such usage is an abuse of sick time, disciplinary action may be taken.

12. Paid sick leave shall be limited to the first five (5) working days in workers compensation related cases. (An employee who does not have 5 sick days remaining shall be limited to the actual number of his or her sick days.) Thereafter, the employee's sole recourse for payment of lost wages during the period of the workers compensation related absence shall be against the workers compensation carrier. Upon payment by the workers compensation carrier, the employee shall reimburse the EMUA for the number of sick days used during the period of the workers compensation related absence at the daily rate paid by the workers compensation carrier and upon reimbursement, the number of sick days used shall be reinstated.

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

14. Any employee who leaves work early for a sick day may be required to obtain a doctor's note.

D. In the event of separation, the EMUA shall buy back all accumulated and unused paid sick leave at 100%, with payment capped at $15,000, except if the employee was terminated for cause, in which event the employee shall not be entitled to any sick leave buy back, subject to New Jersey law.

E. The EMUA shall buy back that portion of the employee's unused annual sick day allotment that the employee wishes to sell. The buy back 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 buy back shall be at fifty percent (50%) if more than one-third (1/3) of the allotment is used by the employee. The buy back shall be made by January 31 of each year. However, in no instance shall the buy back be in excess of the amount of buy back permitted by New Jersey law.

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 EMUA, subject to the approval of the Plan Administrator and compliance with all applicable laws, regulations and contribution limits.

F. An employee on workers compensation will accrue sick leave (or vacation) for the first 90 days while on workers compensation.

ARTICLE 27 - PHYSICAL EXAMS

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 EMUA, as a condition of employment. The cost of the examination shall be paid by the EMUA.

B. In the event that a prospective employee fails the physical in that he cannot perform the essential functions of the position for which he was hired, then the offer of employment shall be withdrawn. If the prospective employee can perform the essential functions

but not all of the functions of the position due to a physical disability, then the EMUA shall make a reasonable accommodation for the prospective employee, unless the accommodation that must be made places an undue burden on the EMUA.

C. Consistent with business necessity, each employee shall submit to an annual job-related physical examination by a physician selected by the EMUA. The cost of the examination shall be paid by the EMUA. The physical shall be scheduled during working hours, whenever practicable. If the physical can only be scheduled during non-working hours, the employee shall be compensated for two hours of pay at his regular rate. The EMUA shall also pay for the cost of an employee's DL physical, provided the CDL physical is scheduled at the same time as the annual physical. The EMUA shall not pay for a second CDL exam if the employee's first missed exam is unexcused. If an employee misses two (2) CDL exams, the employee shall pay the medical provider directly for the cost of the exam. The EMUA 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 EMUA will attempt to reasonably accommodate the employee, unless the accommodation would impose an undue hardship on the EMUA. 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 EMUA cannot provide a reasonable accommodation without undue hardship.

E. The physical exams shall include the following:

1. History and Physical. Standard formats are used for obtaining general past medical and physical history, with physician interview regarding items that may be applicable to candidate's eligibility to perform the activity required in the position with the EMUA. A general physical exam is also done by a physician with vital signs surveyed by physician's professional assistant.

2. Routine Urinalysis. A routine collection of urine and a urinalysis which consists of two phases. The first phase is a chemical dip stick analysis which tests for a number of fractions in the urine which may be indicative

of medical illness. The second phase consists of microscopic examination to detect formed elements in the urine such as blood cells or crystals. This test does not include any survey for drugs or illicit substances.

3. Vision Testing. Use of a standard TITMUS vision tester to survey visual acuity, color vision, peripheral vision, and other vision parameters is a standard examination procedure.

4. Chest X-ray. In-house two (2) view X-ray studies of the chest in appropriate candidates.

5. Electrocardiogram. Standard office procedure to diagnose a variety of cardiology abnormalities.

6. Audiometry. Full frequency range survey of hearing and hearing loss done with audiometry equipment and hearing booth.

7. Urine Drug Screen. Testing is done under strict procedures (chain of custody), eliminating the chance for adulteration of urine samples studied. Testing is done by multiple test procedures at a reference laboratory, and confirmed by the most accurate testing methodologies currently available.

ARTICLE 28 - VACATIONS

A. Vacation eligibility for employees hired prior to April 1, 1997, is as follows:

1. After an employee has completed one year of service, he shall be entitled to one week of paid vacation.

2. After an employee has completed two years of service, he shall be entitled to two weeks of paid vacation.

3. After an employee has completed five years of service, he shall be entitled to three weeks of paid vacation.

4. After an employee has completed ten years of service, he shall be entitled to four weeks of paid vacation.

5. After an employee has completed fifteen years of service, he shall be entitled to five weeks of paid vacation.

B. Vacation eligibility for employees hired on or after April 1, 1997, is as follows:

1. After an employee has completed one (1) year of service, he shall be entitled to one (1) week of paid vacation.

2. After an employee has completed two (2) years of service, he shall be entitled to two (2) weeks of paid vacation.

3. After an employee has completed seven (7) years of service, he shall be entitled to three (3) weeks of paid vacation.

4. After an employee has completed twelve (12) years of service, he shall be entitled to four (4) weeks of paid vacation.

C. All vacation 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 of his vacation leave by the applicable anniversary date may sell back such unused leave to the EMUA at his regular rate, up to a maximum of one (1) week per year. The balance of any vacation time that is unused by the anniversary date shall be deemed waived for that year.

D. Employees shall submit vacation schedules by March 31 of each year. An employee may not select a total of more than 2 weeks of vacation during July and August. Vacation schedules submitted by March 31 shall be awarded on the basis of seniority and subject to manpower requirements of the Authority. Thereafter, a two (2) week period shall be allowed for claiming any unused vacation available during July or August. Claims for unused vacation allotments in July or August shall be awarded on the basis of manpower requirements of the Authority. All other vacation schedules submitted after April 1 shall be awarded on the basis of manpower requirements of the Authority on a first-come, first-served basis. No vacation leave shall be approved unless made two (2) weeks in advance, unless waived by the Authority.

E. All vacations shall be scheduled giving preference wherever possible to seniority after taking into consideration assignments, manpower requirements and plant operations. Once a vacation request has been approved for the employee, there shall be no changes in the approved vacation period, either by the employee or by the EMUA, unless mutually agreed to by both the employee and the EMUA.

F. An employee who is entitled to vacation leave at the time of his retirement shall receive the earned vacation which has not been taken. In the event that an employee who is entitled to-vacation leave dies, his estate shall receive the earned vacation pay.

G. An employee on workers compensation will accrue sick leave (or vacation) for the first 90 days, only, while on workers compensation.

H. An employee who uses all of his vacation days for the year and leaves EMUA service before the end of the year must reimburse the EMUA a sum equal to the unearned vacation days taken.

ARTICLE 29 - UNIFORMS

A. The EMUA shall provide each employee with six (6) dry cleaned or laundered uniform changes per week. A uniform change shall consist of a set of trousers and a shirt. In addition, the EMUA shall provide a dry cleaned or laundered jacket for each employee. The employee can have the jacket laundered once every three (3) weeks.

B. Every employee must wear ANSI Z 41.1-1991 approved safety shoes while on the job. The EMUA shall provide each employee with up to two-hundred dollars ($200.00) per year for shoe reimbursement for the purchase of steel/composite toed safety shoes.

C. The EMUA shall provide employees with summer tee-shirts, winter coveralls, and hooded sweatshirts as needed. In order 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, 2007, the EMUA shall provide each employee with one arctic winter jacket or vest every two years. Each employee must wear the arctic winter jacket or vest when weather-appropriate.

ARTICLE 30 - HOLIDAYS AND PERSONAL DAYS

A. Employees shall be entitled to the following paid holidays:

1. New Year's Day
2. Dr. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Thanksgiving Friday
12. Christmas Eve
13. Christmas Day
14. Employees employed as of August 1, 1994 shall be entitled to five (5) days of personal time off ("PTO") per calendar year on a monthly pro rata basis. All other employees shall be entitled to three (3) personal days per calendar year on a monthly pro rata basis. Requests for Personal days must be submitted by 3 p.m. Thursday of the week before when possible (unless in an emergency) to the Assistant Executive Director of Operations or designee, who may or may not give approval based upon manpower requirements of the EMUA. Personal days shall be prorated in the year of termination.
15. The employee will accrue leave time for the first ninety (90) days while on Worker's compensation, only.

B. Employee shall qualify for a paid holiday only by actually working the scheduled workday before and after the holiday. A scheduled vacation day or a scheduled personal day shall be counted as actually working the day before or the day after a holiday. A sick day shall not be counted as actually working, unless the employee produces a doctor's certificate in which case the employee shall receive the paid holiday.

C. All hours worked on holidays except on personal days shall be paid at the double time rate in addition to the normal paid holiday. If an employee is called to work on a personal day, the personal day shall be rescheduled.

ARTICLE 31 - "NO-PAY" DAYS

A. An employee must first use all available personal days, sick leave and available vacation days that have been properly authorized in advance, in that order, before the employee may take a day off without pay.

B. Commencing on January 1, 2015, except as otherwise provided by law, two or more days off without pay in a calendar year shall subject the employee to dismissal.

ARTICLE 32 - EDUCATION AND DEVELOPMENT

A. The EMUA 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 EMUA 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 EMUA to attend the class.

C. It is a condition of reimbursement that an employee must remain in the employ of the EMUA 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 at the age of sixty-five (65) within the two (2) year period, then any reimbursement payment received by the employee for the course shall be repaid in full to the EMUA 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. In the event that 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, shall compensate the employee for any time spent in taking examinations for licenses, if those examinations are offered only during the regular EMUA workday and in addition, only if the employee passes the examination. An employee may, however, take a vacation or personal day in order 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 EMUA shall reimburse the employee for all New Jersey water and sewer license fees and renewals thereof. If the holders of C, S, T, W, CDL or HazMat licenses are required to take a continuing education course in order to maintain the existing license (but not to upgrade the license), the EMUA 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 EMUA 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 EMUA, or sign appropriate releases of information for the EMUA to obtain, a transcript of approved continuing education

credits or training contact hours which the employee has earned, as may be requested by the EMUA.

ARTICLE 33 - LEAVE OF ABSENCE

A. An employee who desires to take a leave of absence (NOT COVERED BY FEDERAL or STATE FAMILY LEAVE LAWS) without pay shall make application to the EMUA, and upon a showing of good cause, the EMUA may grant said application for leave of absence for a period not to exceed thirty (30) days. The Union shall be given notice of the application by the employee.

B. Upon further application and for good cause, the EMUA may grant extensions of the leave of absence, but in no case shall the EMUA be requested to grant a leave of absence in excess of six (6) months from the date that the leave of absence initially began. Notice of the application shall be given to the Union by the employee.

C. During the period of absence, the employee shall not engage in any full time or part-time employment. Any violation of this provision shall result in termination.

D. During the period of the leave of absence, the EMUA shall be under no obligation to provide any benefits to the employee. If the employee desires to have the benefits continued, the employee shall request the continuation of the benefits in writing and shall make adequate arrangements with the EMUA to pay for the cost of those benefits.

E. During the leave period, the employee will not continue to accrue vacation, sick or personal days for the period of leave.

ARTICLE 34 - UNION BUSINESS LEAVE

Whenever possible, meetings between representatives of the EMUA and of the Union for the negotiation of terms of any agreement or the handling of any grievance as proscribed herein shall be scheduled during the non-working time of the affected employee. When it becomes necessary to schedule such meetings during regular working time, employees whose

attendance is required shall be permitted to attend and shall be paid at regular straight time rates, and the time spent in attendance at such meetings shall not be counted towards the time necessary to qualify for daily overtime pay.

ARTICLE 35 - BULLETIN BOARD

The Union shall have the use of a bulletin board at the Elmwood plant for its use in posting notices relating to Union meetings and official business only. No other notices other than notices sanctioned and approved by the Union shall be posted unless agreed to in writing by both the EMUA and the Union. The shop steward shall acknowledge all notices on the bulletin board as being approved by the Union for posting.

ARTICLE 36 - MILITARY SERVICE

A. In the event that any employee volunteers for, is drafted, or is otherwise called in to active military service in the armed forces of the United States, such employee shall not, during the period of such service, lose any seniority rights, as herein provided. Upon discharge from the armed forces, the employee shall be offered his former position, or one of like status, provided that he:

1. Received a certificate of honorable discharge;
2. Is still qualified to perform the duties of his position; and
3. Has applied for reinstatement within ninety (90) days after discharge.

B. In the event that any employee is a member of a reserve unit of the armed forces of the United States or of the National Guard and is required to serve on maneuvers or at summer camp, the EMUA shall supplement the gross military pay with an amount sufficient to equal the gross pay from employment at the EMUA, computed on a straight-time basis for a forty (40) hour week at the rate of pay. Such supplemental pay shall not exceed a period of two weeks in one calendar year.

C. All applicable federal and state laws shall supersede the language of this Agreement in the event of any inconsistency.

ARTICLE 37 - FUNERAL LEAVE

A. An employee who is excused by the EMUA from work because of death in his 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.

1. 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.

2. 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.

B. The EMUA reserves the right to verify the legal relationship of the family member to the employee as well as verification of death.

ARTICLE 38 - JURY DUTY

A. An employee who is summoned to serve jury duty on any grand or petit jury shall be paid by the EMUA in an amount equal to the difference between the employee's pay based on a forty (40) hour week at straight-time, 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 EMUA. No reimbursement of wages shall be made for jury duty served on holidays or vacations.

C. In order to receive compensation while on jury duty, the employee must comply with the following conditions:

1. The employee must notify the EMUA immediately upon receipt of a summons for jury service.

2. Whenever jury service is completed prior to 1:00 p.m., the employee is required to telephone the EMUA and to report to work if requested.

3. At the request of management, written proof must be presented of the time served on jury duty and the amount received for such services.

ARTICLE 39 – EMPLOYEES' BAIL

An employee who is arrested for any incident arising out of the course of employment and in the proper exercise of his duties and who has not violated any rules and regulations of the EMUA, or of this agreement, shall be provided bail upon request. Bail shall be provided only if the incident for which the arrest occurred arose out of the performance of official EMUA business.

ARTICLE 40 - SANITARY CONDITIONS

The EMUA shall provide and maintain in good repair toilets and hot and cold running water for the employees. The employees shall be responsible for the general cleanliness of the restrooms and lunch rooms and each employee is responsible to clean up any mess made by that employee.

ARTICLE 41 - DISCRIMINATION

Neither the EMUA nor the Union nor any employee or probationary employee shall discriminate against any other employee, probationary employee or other person employed by the EMUA on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection),

liability for service in the United States armed forces, and/or any other characteristic protected by law.

ARTICLE 42 - WORK SAFETY

A. All employees and probationary employees shall be required to follow all safety rules promulgated by any federal, state, county or local law or regulation or by the EMUA and shall be required to meet all requirements imposed by such laws or regulations.

B. No employee or probationary employee shall be required or assigned to engage in any activity involving dangerous conditions of work in violation of any statute, ordinance, resolution, rule or regulation of any governmental agency having jurisdiction over safe working conditions. An allegation of a dangerous condition of work in violation of the aforesaid governmental regulations must initially be brought to the attention of the immediate supervisor. In the event that the immediate supervisor agrees with the allegation of dangerous condition of work involving a violation of the governmental regulation, then no employee or probationary employee shall be under any obligation to perform that work. In the event that the immediate supervisor feels that there is no condition of work in violation of the governmental regulations, then the employee or probationary employee shall perform the work as assigned. The employee or probationary employee may take a grievance from this decision according to the normal grievance procedure.

C. The initial notice to the immediate supervisor of the allegation of a dangerous condition of work in violation of the governmental regulation may be made orally, provided, however, that no later than the start of the next working day, the employee or probationary employee shall present a reaffirmation of the oral notice by written notice. In the event that written notice is not made as aforesaid, then a claim of oral notice of an alleged defect is deemed waived.

ARTICLE 43 - EQUIPMENT SAFETY

A. Any allegation of unsafe equipment made by any employee or probationary employee must initially be brought to the attention of the immediate supervisor. In the event the immediate supervisor agrees with the allegation of unsafe machinery, then no employee or probationary employee shall be under any obligation to use that machinery until it has been repaired and declared safe by the immediate supervisor. In the event that the immediate supervisor feels that the machinery is safe to operate, then the employee or probationary employee shall operate the machinery as instructed. The employee or probationary employee may take a grievance from this decision according to the normal grievance procedure.

B. The initial notice to the immediate supervisor of an allegation of unsafe equipment may be made orally, provided however, that no later than the start of the next working day, the employee or probationary employee shall present a reaffirmation of the oral notice by written notice. In the event that written notice is not made as aforesaid, then the claim of oral notice of an alleged defect is deemed waived.

ARTICLE 44 - REPORTING ACCIDENTS

A. Any employee or probationary employee involved in an accident shall immediately report said accident to the immediate supervisor, describing the manner in which the accident occurred and the injuries, if any, sustained.

B. Before leaving work for the day, the employee or probationary employee shall complete an accident report in writing, describing the manner in which the accident occurred, the injuries, if any, sustained, and the names and addresses of any witnesses to the accident.

ARTICLE 45 - ADA COMPLIANCE

The EMUA retains the discretion and authority to change any of the terms or conditions of employment, whether or not contained in this Agreement, of any employee, probationary

employee or prospective employee, in an effort to comply with the provisions of the Americans With Disabilities Act (hereinafter the "ADA"). The Union expressly waives all rights which it may have to negotiate over such terms and conditions of employment, to the extent that the EMUA alters, seeks to alter, creates or seeks to create, such terms or conditions in an effort to comply with the ADA. No action which the EMUA at any time designates is or was taken in an effort to comply with the ADA shall be subject to challenge in any respect in any court or under any grievance or arbitration procedure.

ARTICLE 46 - SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of this agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this agreement, which shall remain in full force and effect; and to this end the provisions of this agreement are hereby declared severable. In the event any portion of this agreement is declared invalid, the parties agree to begin renegotiations on the invalid portion within thirty (30) days of the date of the decision.

ARTICLE 47 - TERM OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2017, to and including June 30, 2021. Further, this agreement shall continue in full force and effect thereafter, unless either of the parties hereto shall give written notice to the other by certified mail, return receipt requested at least sixty (60) days prior to the expiration of this agreement of an intention to terminate at the end of the original term or at the end of the then current year if extended. In the event of a failure to give timely notice of intention to renegotiate, all the terms and conditions of this agreement shall remain in full force and effect for an additional year, with the exception of the pay scale, which shall be automatically negotiated at the end of the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of this 6 day of December, 2017.

Attest:

Thomas A. Lyon, Trustee/Business Agent

TEAMSTERS LOCAL UNION NO. 676

Howard W. Wells, President

Attest:

George Tencza, Secretary

THE EVESHAM MUNICIPAL UTILITIES AUTHORITY

Edward Waters, Chairman

Appendix A

Rates of Pay for Employees Hired Prior to 4/1/2014

Base Rate	Classification	July, 1 2017	July 1, 2018	July 1, 2019	July 1, 2020
A	No license, No school	$19.05	$19.43	$19.82	$20.22
A-CDL	No License, No School with CDL	$19.69	$20.08	$20.48	$20.89
B	No License, Basic School	$19.91	$20.31	$20.71	$21.13
B-CDL	No License, Basic School with CDL	$20.49	$20.90	$21.32	$21.75
C	NJDEP, Class1 License	$26.19	$26.72	$27.25	$27.80
C-CDL	NJDEP, Class1 License with CDL	$26.81	$27.34	$27.89	$28.45
D	Two NJDEP Class 1 Licenses	$29.38	$29.96	$30.56	$31.17
D-CDL	Two NJDEP Class1 Licenses with CDL	$30.00	$30.60	$31.21	$31.83
E	NJDEP Class 2 License	$31.18	$31.81	$32.44	$33.09
E-CDL	NJDEP Class 2 License with CDL	$31.80	$32.44	$33.09	$33.75
F	Two NJDEP Class 2 Licenses or One NJDEP Class 3 License	$32.63	$33.28	$33.95	$34.63
F-CDL	Two NJDEP Class 2 Licenses or One NJDEP Class 3 Licenses With CDL	$33.28	$33.95	$34.63	$35.32
F(1)	One Advanced class- No CDL	$32.95	$33.60	$34.28	$34.96
F(2)	Two Advanced classes-No CDL	$33.28	$33.95	$34.63	$35.32
F(3)	Three Advanced classes-No CDL	$33.60	$34.27	$34.96	$35.66
F-CDL+1	One Advanced Class with CDL	$33.59	$34.26	$34.95	$35.64
F-CDL +2	Two Advanced classes with CDL	$33.89	$34.57	$35.26	$35.97
F-CDL +3	Three Advanced classes with CDL	$34.21	$34.90	$35.59	$36.30

Continued on Next Page for Employees Hired on or after 4/1/2014

Employees Hired on or after 4/1/2014					
A	No license, No school	$19.05	$19.43	$19.82	$20.22
A-CDL	No License, No School with CDL	$19.69	$20.08	$20.48	$20.89
B	No License, Basic School	19.91	20.31	20.71	21.13
B-CDL	No License, Basic School with CDL	20.17	20.57	20.98	21.40
W1/C1	One License	20.49	20.90	21.32	21.75
T1/S1	One License	$23.26	$23.72	$24.20	$24.68
W2/C2	Two Licenses	$26.34	$26.86	$27.40	$27.95
T2/S2	Two Licenses	$29.43	$30.02	$30.62	$31.23
W3/C3	Three Licenses	$30.24	$30.85	$31.46	$32.09
T3/S3	Three Licenses	$31.43	$32.05	$32.70	$33.35
W4/C4	Four Licenses	$32.61	$33.26	$33.93	$34.61
T3/S4	Four Licenses	$33.43	$34.09	$34.78	$35.47
Base Rate	Classification	July, 1 2017	July 1, 2018	July 1, 2019	July 1, 2020

In addition to the above, the following base rates of pay have been established for the positions of Electrician; Electrical technician; Maintenance Mechanic and Maintenance Technician:

Electrician

A. July 1, 2017 $34.72/hour
B. July 1, 2018 $36.43/hour
C. July 1, 2019 $37.67/hour
D. July 1, 2020 $38.93/hour

Electrical Technician

A. July 1, 2017 $31.02/hour
B. July1, 2018 $31.64/hour
C. July 1, 2019 $32.27/hour
D. July 1, 2020 $32.92/hour

Maintenance Mechanic
(Hired Prior to April 1, 2014)

A. July 1, 2017 $33.59/hour
B. July 1, 2018 $34.26/hour
C. July 1, 2019 $34.95/hour
D. July 1, 2020 $35.65/hour

Maintenance Mechanic
(Hired After April 1, 2014)

A. July 1, 2017	$33.43/hour
B. July 1, 2018	$34.10/hour
C. July 1, 2019	$34.78/hour
D. July 1, 2020	$35.48/hour

Maintenance Technician

A. July 1, 2017	$26.34/hour
B. July 1, 2018	$26.86/hour
C. July 1, 2019	$27.40/hour
D. July 1, 2020	$27.95/hour