

AGREEMENT

Between

Cinnaminson Sewerage Authority

and

Cinnaminson Sewerage Authority
Group/Unit of Hourly Employees

Effective Dates:

January 1, 2023 through December 31, 2026

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PREAMBLE

This Agreement is entered into this ^{23RD} day of January 2023 in the Year of Our Lord by and between the Cinnaminson Sewerage Authority, a public body corporate and politic of the State of New Jersey, hereinafter referred to as the “Employer” or the “Authority,” and Cinnaminson Sewerage Authority Group/Unit of Hourly Employees, hereinafter referred to as the “Employee Group,” represents the final understanding on all bargainable issues between the parties.

ARTICLE 1: RECOGNITION

In accordance with Cinnaminson Sewerage Authority Resolution No. 2007/2008-12 adopted on April 9, 2007, the Employer recognizes the Employee Group as the exclusive bargaining representative for all full-time blue collar employees employed by the Authority. The bargaining unit shall not include managerial executives, confidential employees, supervisors, craft employees, professional employees, police employees, casual employees, white collar employees, and all other employees of the Authority.

ARTICLE 2: MANAGEMENT RIGHTS

Section 1:

The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

- a. To direct employees of the Employer.
- b. To hire, promote, transfer, assign, and retain employees in positions of the Employer, and to suspend, demote, discharge, or take other disciplinary action against employees.
- c. To relieve employees from duty because of lack of work or for other legitimate reasons.
- d. To maintain the efficiency of the Employer's operations.
- e. To determine the methods, means, and personnel by which such operations are to be conducted.
- f. To interview any employee with respect to any phase of his/her work without a Employee Group representative being present.
- g. To establish reasonable work rules.
- h. To take whatever action may be necessary to carry out the operations of the Employer in emergency situations.

Section 2:

In the exercise of the foregoing rights, which by no means are exhaustive but rather are illustrative of the Employer's extensive managerial prerogatives, the adoption by the Employer of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws and judicial decisions of the State of New Jersey and of the United States.

Section 3:

Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under New Jersey Statutes or other federal, county, or local laws, ordinances, or policies.

Section 4:

The Employer's exercise of its managerial rights, pursuant to this Article or otherwise, shall not be subject to submission to the Grievance Procedure established in this Agreement.

ARTICLE 3: EMPLOYEE GROUP RIGHTS

The Employee Group shall have the right to refer applicants for job openings to the Employer and the Employer shall give the same consideration to Employee Group-referred applicants as is given to applicants from other sources. The availability of all openings for permanent positions in this bargaining unit shall be posted upon the bulletin board for a period of ten (10) days.

ARTICLE 4: NO STRIKE PLEDGE

Section 1:

The Employee Group covenants and agrees that neither the Employee Group nor any person acting on its behalf shall cause, authorize, condone, or support, nor shall any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Employer. The Employee Group agrees that such action would constitute a material breach of this Agreement.

Section 2:

In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by any employee shall be grounds for disciplinary action which may include suspension or discharge.

Section 3:

The Employee Group shall actively discourage any of its members or persons acting on their behalf from taking part in any strike, stoppage, slowdown, or job action, and shall take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action by any of its members.

Section 4:

Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such administrative and judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Employee Group, its members, or any person acting on its behalf.

ARTICLE 5: EVALUATIONS

Notwithstanding any other provision of this Agreement, it is expressly understood that for the duration of this Agreement the Employer retains the right unilaterally and without negotiations to promulgate new or revised employee evaluation rules, regulations, or policies.

ARTICLE 6: PROBATIONARY PERIOD

Section 1:

All employees, prior to becoming a permanent employee with the Employer, shall serve a probationary period of ninety (90) days.

Section 2:

During the probationary period, employees may be discharged without recourse, provided that the Employer may not discharge or discipline for the purpose of evading this Agreement or illegally discriminating against an hourly employee.

Section 3:

After successful completion of the probationary period, the employee shall be placed on the regular seniority list.

Section 4:

In case of discharge within the probationary period, the Employer shall notify the Employee Group Representative in writing.

ARTICLE 7: DISCHARGE OR SUSPENSION

Section 1:

No employee shall be discharged or suspended without just cause. Nothing shall prohibit the Employee Group Representative from investigating any discharge or suspension and resorting to the Grievance Procedure provided in this Agreement. Except where the provisions of this Section provide for immediate discharge or suspension, the Employer shall notify the Representative of its intent to dismiss or suspend an employee as soon as it has been determined that action shall be taken. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay.

Section 2:

Except where an emergency prevents it, grievances concerning discharge or suspension shall be advanced over all other matters pending for grievance hearings and shall be heard promptly.

Section 3:

The degree of discipline administered by the Employer in a particular case shall be reasonably related to:

- a. The seriousness of the employee's offense; and
- b. The record of the employee and his/her service with the Employer.

Section 4:

Discipline shall be progressive in nature and corrective in intent except where immediate suspension and discharge is warranted as specified in Section 6.

Section 5:

The Employer and the Employee Group agree that causes for suspension or discharge shall include, but are not limited to, the following:

- a. Calling or participating in any unauthorized strike, work stoppage, slowdown, or walkout;
- b. Being under the influence of alcohol or controlled dangerous substances during working hours;
- c. Theft or dishonesty;
- d. Physical aggression or threat;
- e. Use or possession of controlled dangerous substances during working hours;
- f. Unauthorized giving of orders or countermanding orders of supervisory personnel;
- g. Absence without leave;
- h. Incompetency, inefficiency or failure to perform duties;
- i. Insubordination;
- j. Inability to perform duties;
- k. Chronic or excessive absenteeism or lateness;
- l. Conviction of a crime;
- m. Conduct unbecoming a public employee;
- n. Neglect of duty;
- o. Misuse of public property, including motor vehicles;
- p. Discrimination that affects equal employment opportunity, including sexual harassment;
- q. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder;
- r. Violation of New Jersey residency requirements as set forth in P.L. 2011, c. 70; and
- s. Other sufficient cause.

Section 6:

An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services. An employee hired on or after September 1, 2011, who does not have a principal residence in New Jersey and who has not received a residency exemption in accordance with P.L. 2011, c. 70,

within one (1) year of appointment, is defined by that statute as illegally holding and unqualified for employment, and therefore, subject to immediate suspension as unfit for duty.

Section 7:

An employee may be suspended immediately when the employee is formally charged with a crime of the first, second, or third degree, or a crime of the fourth degree on the job or directly related to the job.

Section 8:

The Employer may impose an indefinite suspension to extend beyond six (6) months where an employee is subject to charges for a crime of the first, second, or third degree, or a crime of the fourth degree on the job or directly related to the job, but not beyond the disposition of the criminal complaint or indictment.

ARTICLE 8: NON-DISCRIMINATION

Section 1:

The Employer and the Employee Group agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, or political affiliation.

Section 2:

The Employer and the Employee Group agree that all eligible hourly employees have the right without fear of penalty or reprisal to belong to the Employee Group for the duration of this Agreement.

Section 3:

Any employee claiming a violation of this Article shall forthwith advise the Superintendent of Operations, the Authority's Director of Personnel, or the Authority's Solicitor and utilize the Employer's internal procedures in an effort to resolve the matter prior to filing a complaint with an outside agency.

ARTICLE 9: EMPLOYEE DEVELOPMENT

Section 1:

The Employer considers employee development to be essential to effective operation. Ongoing training is integral to each employee's job. Training shall not be refused by an employee.

Section 2:

Employees shall secure advance permission from the Employer in order to attend a seminar or course prior to incurring any expense. The seminar or course must pertain to Authority operations.

Section 3:

When an employee attends an approved seminar or course and incurs an expense for attending such seminar or course, including books, papers, and registration fees, the employee shall be reimbursed in full by the Employer.

Section 4:

Employees who receive approval from the Employer to attend a course shall sign an agreement prepared by the Employer summarizing the terms and conditions of the approval.

Section 5:

Employees attending a seminar or course who fail such program must reimburse the Employer for all fees incurred by the Employer.

Section 6:

An employee shall have two (2) opportunities to secure a job-related license with such costs being paid by the Employer. After two (2) opportunities, the employee shall be responsible for the payment of costs.

Section 7:

All sewerage and collection licenses and renewal of same shall be paid for by the Employer, along with the initial costs to obtain a Commercial Driver License. The Employer is not responsible for costs associated with renewing Basic Driver Licenses and Commercial Driver Licenses.

ARTICLE 10: SAFETY

Section 1:

Under no circumstances shall an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property.

Section 2:

Employees shall immediately report all defects of equipment in writing to their supervisor.

Section 3:

No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused by the employee's negligence or improper act.

Section 4:

The Employer shall maintain in good repair, sanitary conditions for its employees only, such as toilets and hot and cold running water.

Section 5:

Any employee becoming injured while on duty shall immediately notify his/her supervisor. Employees shall also immediately report any property accidents.

Section 6:

Before going off duty, employees shall complete a written report for any injury on the job or property accident, on Employer time, on forms furnished by the Employer, and shall submit all available names and addresses of witnesses to the injury or accident.

ARTICLE 11: INJURY ON THE JOB

Section 1:

In the event an employee is injured on the job, he/she shall sustain no loss of pay for the balance of the day.

Section 2:

The injury shall be substantiated by a physician or hospital report.

Section 3:

During the time between an employee injury on the job and qualification for workers' compensation benefits, the employee shall utilize paid time off, or if none is available, shall apply for a leave of absence without pay under Article 30.

ARTICLE 12: UNIFORMS

Section 1:

The Employer shall provide, at its expense, work uniforms for all employees. The Employer shall replace any garment when such is not at the standard required by the Employer. Replacement shall be on a fair wear and tear basis.

Section 2:

Employees shall be paid up to two hundred dollars (\$200.00) per calendar year, upon submission of a receipt, for safety toe work boots, unless medically excused.

Section 3:

The employee is accountable for his/her uniform and shoes. Uniforms shall not be modified in any fashion by employees. Uniforms and gear must be worn while working or disciplinary action shall be taken.

Section 4:

Uniforms and shoes shall remain at the work site at all times.

Section 5:

All uniforms shall be returned when an employee is terminated, resigns, or retires. Should an employee fail to do so, the Employer is allowed to deduct an amount equal to the value of the replacement cost from the employee's final pay.

ARTICLE 13: GRIEVANCE PROCEDURE

Section 1:

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

Section 2:

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor.

Section 3:

The term "grievance" as used herein means an appeal by either an individual employee or the Employer from the application or interpretation of the terms and conditions of employment under this Agreement.

Section 4:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, except that any provision of this Article can be waived or modified by mutual consent of the parties.

a. Step One:

The grievant shall verbally present his/her grievance to the Superintendent of Operations or designee coincident with its occurrence, and in no case later than five (5) days from its occurrence. The Superintendent of Operations or designee shall consider the merits of the grievance and respond promptly.

b. Step Two:

If the grievant wishes to appeal the Step One decision, the grievant and his/her Employee Group Representative shall present the employee's written grievance within five (5) working days of its occurrence to the Superintendent of Operations. Failure to act within five (5) working days shall be deemed to constitute an abandonment of the grievance. The Superintendent of Operations shall

schedule a hearing within five (5) working days of receipt of the grievance and shall render a decision in writing to the grievant within five (5) days of the hearing.

c. Step Three:

If the grievant wishes to appeal the Step Two decision, such appeal shall be presented in writing within five (5) working days to the Authority's Director of Personnel. The grievant's failure to appeal the Step Two decision within five (5) working days shall be deemed to constitute an abandonment of the grievance. The Authority's Director of Personnel shall decide on a case by case basis whether a grievance shall be heard by himself/herself, by the full Board, by a committee of the Board, or by a designated hearing officer(s). The Authority's Director of Personnel shall identify the hearer(s) and notify the grievant within five (5) days of receipt of the appeal. A hearing shall be convened as soon as possible but no later than thirty (30) working days of receipt of the appeal. Grievances heard by the full Board, or a majority thereof, shall be conducted during a closed session with the grievant present. Following the presentation of the grievance the Board may deliberate in closed session without the grievant being present. The hearer(s) shall render a decision in writing to the grievant within ten (10) days of the grievance hearing.

Section 5:

Conferences and investigations conducted by the Employee Group on pending grievances shall be conducted during non-working hours unless that is impossible. If a conference or investigation must be conducted during working hours, permission shall be obtained from the Superintendent of Operations or designee.

Section 6:

The time limits expressed herein shall be adhered to strictly. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed thereunder, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend

or abbreviate the time limits for processing the grievance at any step in the Grievance Procedure. Such extension shall be in writing.

Section 7:

During the pendency of any grievance, an employee shall continue to follow all directions and orders of his/her supervisor.

ARTICLE 14: EMPLOYER GROUP REPRESENTATIVES

Section 1:

The Employee Group shall promptly notify the Employer as to the names of one (1) Representative and one (1) alternate Representative as selected by the Employee Group.

Section 2:

The Representatives shall handle issues of concern and disputes with management. Representatives shall conduct Employee Group business during non-working hours unless that is impossible. If Employee Group business must be conducted during working hours, permission shall be obtained from the Superintendent of Operations or designee.

Section 3:

The Representatives shall not give orders to employees nor countermand orders of supervisory personnel.

Section 4:

Any Representative attempting to give orders to employees or countermand orders of supervisory personnel in violation of Section 3 of this Article, shall be subject to disciplinary action by the Employer, including discharge.

ARTICLE 15: LAYOFF AND RECALL

Section 1:

Should it become necessary to lay off employees because of lack of work, the Employer shall consider seniority along with skills, abilities, and qualifications relating to the operation of the treatment plant and collection system.

Section 2:

When the Employer recalls the employee, it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.

Section 3:

Whenever possible, the Employer agrees to give at least one (1) week written notice to the affected employees and the Representative when making seasonal or permanent lay-offs.

Section 4:

The Employer when recalling laid off employees, shall contact the employee at the employee's last known address by registered letter, and the employee shall have five (5) days to respond to such recall notice. If the employee does not respond within the five (5) day period, there is no right to recall. Any right to recall shall expire one (1) year after the date the employee was laid off.

ARTICLE 16: SENIORITY

Section 1:

Seniority shall prevail in those areas specifically listed in this Agreement, namely Article 15, Layoff and Recall, and Article 24, Vacation Leave. Seniority is defined to mean an accumulated length of continuous service with the Employer, computed from the last date of hire. This Article is not intended to guarantee job protection. Instead it defines seniority for the purposes of affording rights under the aforementioned Articles 15 and 24.

Section 2:

An employee's seniority shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician, or approved leave of absence.

Section 3:

Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge with cause.
- b. Resignation.
- c. Failure to return promptly upon expiration of authorized leave.
- d. Absence for five (5) consecutive working days without leave or notice.
- e. Engaging in any other employment during a period of leave.

Section 4:

After an employee has completed his/her probationary period, the employee shall gain seniority status and his/her seniority on the seniority list shall revert to the first day of his/her probationary period.

Section 5:

The Employer shall post in a conspicuous place a current employee seniority list.

ARTICLE 17: HOURS OF WORK

Section 1:

The regular work week shall consist of forty (40) hours, eight (8) consecutive hours per day, Monday through Friday, with three (3) shifts, the first shift beginning at 6:00 a.m. and ending at 2 p.m., the second shift beginning at 7:00 a.m. and ending at 3 p.m., and the third shift beginning at 8:00 a.m. and ending at 4 p.m. which includes a twenty (20) minute paid lunch and a twenty (20) minute wash-up period at the end of the day.

Section 2:

The Employer may modify, add, or delete shifts. Employees shall be provided with at least five (5) days written notice of shift changes unless operational needs require an earlier effective date. The Employer may reassign employees to a different shift. Affected employees shall be provided with at least five (5) days written notice unless operational needs require an earlier effective date.

Section 3:

Employees shall be subject to call at any time based on the Employer's operational needs.

Section 4:

Employees who are assigned to a temporary shift change, other than the three (3) standard shifts, lasting at least one (1) work week in duration shall receive a two dollar (\$2.00) per hour bonus during the temporary shift assignment. The Employer shall endeavor to rotate such temporary shift assignments.

ARTICLE 18: OVERTIME

Section 1:

All employees shall receive overtime pay for all work in excess of eight (8) hours in any day, at the rate of one and one-half (1½) times the employee's regular base rate of pay.

Section 2:

Employees working on a holiday listed in Article 22 shall be paid one and one-half (1½) times the employee's regular base hourly rate of pay in addition to their regular day's pay.

Section 3:

If, due to an after-hours response call, an employee is needed to work:

- a. Prior to midnight, the employee shall be eligible for four (4) hours of overtime pay.
- b. After midnight and four (4) hours prior to the start of his/her regularly scheduled shift, the employee shall be eligible for four (4) hours of overtime pay.

Section 4:

If an employee is called into work after midnight and within four (4) hours of the start of his/her regularly scheduled shift, the employee shall receive his/her base rate of pay plus a two dollar (\$2.00) per hour bonus for the time worked prior to the start of his/her regularly scheduled shift. For his/her regularly scheduled shift, the employee receives straight time up to eight (8) hours, and overtime pay after eight (8) hours.

Section 5:

If an employee is called into work after midnight and works at least four (4) hours after midnight, the employee shall continue on with an eight (8) hour shift in lieu of his/her regular shift.

Section 6:

In the event of a catastrophic situation during which an employee works most of the night, the Superintendent of Operations, in consultation with the Director of Personnel and Director of Operations, shall have the discretion to excuse the employee from working his/her regularly scheduled shift the next day without loss of pay.

Section 7:

Employees working twelve (12) hours or more in any one (1) day shall be provided with an additional ten dollar (\$10.00) payment toward the cost of a meal. No receipt shall be required from the employee. Instead the payment shall be automatically processed as part of the regular biweekly payroll.

Section 8:

All employees working six (6) consecutive days or more shall be paid at one and one-half (1½) times the hourly rate for all time worked on the sixth (6th) consecutive day and seventh (7th) consecutive day. The eighth (8th) day commences a new work week.

Section 9:

Since the Employer maintains a twenty-four (24) hour, seven (7) day per week operation, employees are needed "after-hours" to respond to emergencies at the plant and in the collection system. Specifically, the Employer needs to have two (2) employee responders on-call at all times, in addition to having the Collection Operator on-call. On-call periods shall begin Wednesdays at 4:00 p.m. and continue until the following Wednesday at 7:00 a.m. Since employees are required to be in the vicinity in a condition fit to work, the lead on-call employee shall be compensated twenty-five dollars (\$25.00) per day. The second on-call employee shall be compensated twenty dollars (\$20.00) per day.

Section 10:

The employee working the one (1) weekend per month schedule may, if unable to work that weekend, find a replacement to work so long as the Superintendent of Operations or designee is notified prior to the weekend. This stipulation shall not be unreasonably denied.

ARTICLE 19: PAY PERIODS

Section 1:

Employees shall be paid bi-weekly.

Section 2:

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular workday immediately preceding the holiday.

Section 3:

With each paycheck, employees shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose, all hours worked and at what rate of pay, i.e., straight time, overtime, sick leave, vacation leave, personal leave.

ARTICLE 20: WAGES

Section 1:

As of the date of execution of this Agreement, Employee Group members and their respective titles are as follows:

<u>Employee</u>	<u>Title</u>
Cancila, Anthony	Mechanic B
Gindville, Keith	Operator C
Haines, III, John	Mechanic A
Horner, Jr., Paul	Operator C
Kenkelen, John	Collection Operator A
Leonard, Todd	Operator B
Naisby, Matthew	Collection Operator B
Staub, Charles	Lead Operator

Section 2:

Recognizing that the Collection Operator regularly is called in for collection emergencies without receiving on-call pay, this position shall receive enhanced wages.

Section 3:

Effective January 1, 2023, employee wages shall be the amounts shown on the attached Schedule "A".

Section 4:

Effective January 30, 2023, employee wages shall be adjusted to the amounts shown on the attached Schedule "B".

Section 5:

Effective January 1, 2024, employee wages shall be adjusted by three percent (3.0%) as shown on the attached Schedule "C".

Section 6:

Effective January 1, 2025, employee wages shall be adjusted by three percent (3.0%) as shown on the attached Schedule "D".

Section 7:

Effective January 1, 2026, employee wages shall be adjusted by three percent (3.0%) as shown on the attached Schedule "E".

Section 8:

Employees shall be eligible for license stipends for the highest "S" and "C" license in their possession. Employees are not eligible to receive more than one (1) "S" license stipend or one (1) "C" license stipend. The following license stipend amounts shall be effective the date of the execution of this Agreement:

- a. For S-1 and C-1 licenses employees shall receive a stipend of twenty-five cents (\$0.25) per hour.
- b. For S-2 and C-2 licenses employees shall receive a stipend of seventy-five cents (\$0.75) per hour.
- c. For S-3, S-4, C-3, and C-4 licenses employees shall receive a stipend of one dollar fifty cents (\$1.50) per hour.

As of the date of the execution of this Agreement, Charles Staub is in possession of an S-2 license and C-3 license, John Haines III is in possession of a C-3 license, John Kenkelen is in possession of a C-2 license, Matthew Naisby is in possession of an S-2 license and C-3 license, Anthony Cancila is in possession of an S-1 license and C-2 license, and Todd Leonard is in possession of an S-1 license and C-1 license.

Section 9:

Employees shall be eligible for a license stipend in the amount of thirty-five cents (\$0.35) per hour for possession of a Commercial Driver's License (CDL). As of the date of the execution of this Agreement, John Kenkelen, John Haines III, Matthew Naisby, Keith Gindville, and Todd Leonard are in possession of CDL licenses and eligible to receive this stipend.

Section 10:

No payment for any retroactive wage adjustments shall be made to any employee not on the payroll of the Employer on the date of the execution of the agreement by both parties.

Section 11:

Payment for any retroactive wage adjustments shall be made as soon as possible after the date of the execution and delivery of the agreement by both parties, but no later than three (3) weeks after the date of the execution and delivery of the agreement by both parties.

Section 12:

If the Employer appoints an Operator to serve as substitute Mechanic, substitute Collection Operator (accessible after-hours for call-ins), or substitute Lead Operator (accessible after-hours for call-ins), for a period of two (2) or more consecutive days, the employee shall receive a two dollar (\$2.00) per hour bonus in addition to their base rate of pay for those hours worked in the higher position.

Section 13:

Newly hired operators shall be hired at the starting wage rate of twenty dollars (\$20.00) per hour and shall be employed on a probationary basis for ninety (90) days, however this amount may be adjusted upward on an individual basis at any time by the Employer at its sole discretion. At any time during the probationary period, the Employer may terminate the newly hired operator with or without cause. If the newly hired operator successfully passes the evaluation at the end of his/her probationary period as determined solely by the Employer, the operator's salary shall be adjusted to the Operator D level, unless the Employer, in its sole discretion, determines that the background and experience

of the newly hired operator justifies placement at the Operator C, Operator B, Operator A, or Lead Operator level.

Section 14:

The Employer, in its sole discretion, may make lateral hires to any of the titles in the bargaining unit. In such instances, the Employer shall have the discretion to adjust the probationary period process and vacation leave standards as deemed appropriate to fit individual circumstances.

Section 15:

Newly promoted employees shall be employed on a probationary basis for ninety (90) days. At any time during the probationary period, the Employer may demote the newly promoted employee with or without cause. If the newly promoted employee does not successfully pass the evaluation at the end of his/her probationary period as determined solely by the Employer, he/she shall return to his/her former position.

Section 16:

While the Employer has the sole discretion in hiring and promotional decisions, the Employer will endeavor to promote from within.

Section 17:

The Employer has the sole discretion to promote Operators from Level D to Level C, from Level C to Level B, and from Level B to Level A. The Employer has the sole discretion to promote Mechanics from Level B to Level A. The Employer has the sole discretion to promote Collection Operators from Level B to Level A. For informational purposes, the Employer will be employing the following criteria in making such promotions: (1) Outstanding Job Performance; (2) Job Knowledge; (3) Absence of Disciplinary Infractions; (4) Reasonable Sick Leave Usage; and (5) Successful Completion of Job-Related Courses, Training, and License Examinations.

Section 18:

For informational purposes, the Employer will be looking for five (5) or more years of experience with the Authority or an outside employer when hiring or promoting employees to the position of Collection Operator B, and five (5) or more years of experience with the Authority or an outside employer plus possession of a C-3 License when hiring or promoting employees to the position of Collection Operator A.

Section 19:

Active employees on payroll as of April 1 shall receive a Service Award for that year in the amount of one hundred dollars (\$100.00). Employees with dates of hire subsequent to April 1 shall receive Service Awards for that year in the amount of fifty dollars (\$50.00). Payments for Service Awards shall be made just prior to the Christmas Day holiday.

Section 20:

Employees shall be paid biweekly throughout the year except for Christmas bonuses which shall be paid just prior to December 25. Salaries shall be paid via direct deposit to the employee's bank account unless there are extenuating circumstances.

Schedule "A"

Employee Hourly Wages Effective 01/01/23:

	<u>Hourly Regular Salary</u>	<u>Hourly Overtime Salary</u>
Collection Operator A	30.26	45.39
Collection Operator B	28.65	42.98
Mechanic A	30.26	45.39
Mechanic B	28.65	42.98
Lead Operator	28.65	42.98
Operator A	25.53	38.30
Operator B	23.32	34.98
Operator C	21.67	32.51
Operator D	21.20	31.80

Schedule "B"

Employee Hourly Wages Effective 01/30/23:

	<u>Hourly Regular Salary</u>	<u>Hourly Overtime Salary</u>
Collection Operator A	34.06	51.09
Collection Operator B	32.45	48.67
Mechanic A	34.06	51.09
Mechanic B	32.45	48.67
Lead Operator	34.06	51.09
Operator A	29.33	43.99
Operator B	27.12	40.68
Operator C	25.47	38.20
Operator D	25.00	37.50

Schedule "C"

Employee Hourly Wages Effective 01/01/24:

	<u>Hourly Regular Salary</u>	<u>Hourly Overtime Salary</u>
Collection Operator A	35.08	52.62
Collection Operator B	33.42	50.13
Mechanic A	35.08	52.62
Mechanic B	33.42	50.13
Lead Operator	35.08	52.62
Operator A	30.21	45.31
Operator B	27.93	41.90
Operator C	26.23	39.35
Operator D	25.75	38.63

Schedule "D"

Employee Hourly Wages Effective 01/01/25:

	<u>Hourly Regular Salary</u>	<u>Hourly Overtime Salary</u>
Collection Operator A	36.13	54.20
Collection Operator B	34.42	51.63
Mechanic A	36.13	54.20
Mechanic B	34.42	51.63
Lead Operator	36.13	54.20
Operator A	31.12	46.67
Operator B	28.76	43.15
Operator C	27.02	40.53
Operator D	26.52	39.78

Schedule "E"

Employee Hourly Wages Effective 01/01/26:

	<u>Hourly Regular Salary</u>	<u>Hourly Overtime Salary</u>
Collection Operator A	37.21	55.82
Collection Operator B	35.45	53.18
Mechanic A	37.21	55.82
Mechanic B	35.45	53.18
Lead Operator	37.21	55.82
Operator A	32.05	48.08
Operator B	29.62	44.43
Operator C	27.83	41.75
Operator D	27.32	40.97

ARTICLE 21: HEALTH INSURANCE BENEFITS

Section 1:

The Employer agrees to continue providing health insurance coverage for each employee, his/her spouse, and eligible dependents. The Employer agrees to continue providing coverage for prescription medicines either as part of the health insurance plan or as a stand alone policy. For informational purposes, the health insurance plan in effect at the time of the execution of this Agreement is Amerihealth, and this plan has a prescription medicine component.

Section 2:

The Employer agrees to continue providing dental insurance coverage for each employee, his/her spouse, and eligible dependents. For informational purposes, the dental insurance plan in effect at the time of the execution of this Agreement is Delta Dental Plan of New Jersey.

Section 3:

In order to secure the best possible coverages for health insurance and dental insurance at the lowest cost, the Employer shall annually review available plans on the market including the New Jersey State Health Benefits Program. After considering such factors as cost, coverages, limitations, quality, customer service, physician networks, employee out-of-pocket expenses, experience, business standing, reputation, and Authority employee opinions, the Employer, in its sole discretion, shall select a health insurance plan and dental insurance plan for the year. If the Employer deems it to be in the best interests of the Authority, the coverage term may be extended beyond one (1) year. It is understood that plan coverages, deductibles, limitations, and out-of-pocket expenses may be affected by this annual Employer plan selection. This annual Employer plan selection shall be a non-negotiable, non-grievable, and non-arbitrable management decision.

Section 4:

Should the Employer implement an opt-out incentive for employees with dual health insurance coverage, participating employees shall receive a twenty-five percent (25%) refund of the savings generated to the Employer.

Section 5:

For the entire duration of this Agreement, employees shall contribute toward their medical insurance benefits via biweekly payroll deduction, with the specific amount of said contribution corresponding to Chapter 78, P.L. 2011.

ARTICLE 22: HOLIDAYS

Section 1:

Employees shall earn the following paid holidays:

- a. New Year's Day, January 1
- b. Martin Luther King, Jr. Day, 3rd Monday of January
- c. Presidents' Day, 3rd Monday of February
- d. Good Friday
- e. Memorial Day, Last Monday of May
- f. Juneteenth, 3rd Friday in June
- g. Independence Day, July 4
- h. Labor Day, 1st Monday of September
- i. Columbus Day, 2nd Monday of October
- j. Veterans' Day, November 11
- k. Thanksgiving Day, 4th Thursday of November
- l. Friday after Thanksgiving Day
- m. Christmas Day, December 25

Section 2:

When a holiday falls on a Saturday, the preceding Friday shall be designated as a holiday. When a holiday falls on a Sunday, the following Monday shall be designated as a holiday.

Section 3:

If an employee has taken an unexcused absence on the first work day preceding, or the first work day following any of the holidays listed in Section 1 above, the employee shall not receive pay for that holiday, unless he/she works on that day.

Section 4:

The Employer reserves the right to adjust the holiday schedule annually to match the annual resolution adopted by the Cinnaminson Township Committee..

ARTICLE 23: SICK LEAVE

Section 1:

Sick leave means the absence of an employee from duty because of illness, injury, pregnancy, disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, or death in the employee's family.

Section 2:

Employees shall earn paid sick leave at the rate of one (1) day per month for each month of service, up to a maximum of twelve (12) days in any calendar year. Sick leave may be accumulated from year to year.

Section 3:

In the event an employee leaves employment, he/she shall reimburse the Authority for any unearned sick leave paid to him/her.

Section 4:

Sick leave may not be granted to an employee until completion of his/her probationary period. Once a newly hired employee has successfully completed his/her probationary period, he/she shall be eligible to earn sick leave beginning from the date of being made a permanent employee. No sick leave shall be earned during the probationary period.

Section 5:

No sick leave shall be earned for any time the employee is not being paid or is absent on a leave without pay.

Section 6:

Payment for sick leave shall be based upon the individual employee's regular straight time base rate of pay, exclusive of shift premiums, for the day on which he/she is absent from work because of such accident or illness.

Section 7:

A physician's certificate which provides the reason for sick leave may be required at the Employer's option as a condition for payment of sick leave.

Section 8:

Abuse of sick leave shall be cause for disciplinary action.

Section 9:

Sick leave benefits shall be integrated with welfare payments, workers' compensation or disability income. Under no circumstances shall any combination of sick leave benefits with welfare, workers' compensation or disability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay.

Section 10:

Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event 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.

Section 11:

In case of leave of absence due to exposure to contagious disease, a certificate from the State or County Department of Health shall be required.

Section 12:

In all cases of illness, whether of short or long term, the employee is required to notify the Superintendent of Operations of the reason for absence as soon as possible, but no later than one-half (½) hour prior to the start of the employee's work shift. Failure to report absences on the part of any employee may be cause for disciplinary action.

Section 13:

The Employer may require an employee who has been absent because of personal illness for five (5) days or more, as a condition of his/her return to duty, to be examined, at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return shall not jeopardize the health of other employees.

Section 14:

No benefits shall be paid by the Employer, or its insurance carrier, if an employee is injured working at a second job (commonly known as "moon lighting").

Section 15:

Upon retirement with the Public Employees Retirement System with at least ten (10) years of service, earned and unutilized sick leave shall be paid in the amount of fifty percent (50%) of the employee's daily salary at the time of retirement for each earned and unutilized day of sick leave, except that the maximum amount which an employee may receive for accumulated sick leave shall be ten thousand dollars (\$10,000.00). If an employee leaves Authority employment prior to retirement from the Public Employment Retirement System, there shall be no payment for accumulated sick leave.

ARTICLE 24: VACATION LEAVE

Section 1:

Employees having a date of hire prior to January 1, 2008 shall earn on a prorated basis paid vacation leave throughout the year according to the following schedule:

<u>Years of Service</u>	<u>Number of Days Vacation Leave</u>
1-3 years	Thirteen (13) days
4-20 years	Twenty (20) days
21 plus years	Twenty-six (26) days

Section 2:

Employees having a date of hire on or after January 1, 2008 shall earn on a prorated basis paid vacation leave throughout the year according to the following schedule:

<u>Years of Service</u>	<u>Number of Days Vacation Leave</u>
1-4 years	Thirteen (13) days
5-9 years	Sixteen (16) days
10-14 year	Eighteen (18) days
15-19 years	Twenty (20) days
20 plus years	Twenty-four (24) days

Section 3:

Newly hired employees who start in the middle of a calendar year shall earn vacation leave during their first year of service at the rate of one (1) day for each month of service.

Section 4:

No vacation leave shall be earned for any time the employee is not being paid or is absent on a leave without pay.

Section 5:

In the event an employee leaves employment, he/she shall reimburse the Authority for any unearned vacation leave. The Employer is allowed to deduct an amount equal to the value of the unearned vacation leave from an employee's final pay.

Section 6:

Employees may carry over a maximum of thirty (30) days of vacation leave into the next calendar year.

Section 7:

The vacation period shall be the calendar year from January 1 through December 31.

Section 8:

Employees must obtain advance permission for vacation leave from the Superintendent of Operations. Employees requesting single or multiple day vacation leave shall provide at least fifteen (15) days notice, unless in the event of an emergency, in which case the request shall be made at the time of the emergency.

Section 9:

Where multiple requests for vacation leave are submitted by employees for the same period, the Employer shall resolve such conflicts in its sole discretion based on seniority and timeliness of the notice.

Section 10:

Employees with earned and unutilized vacation leave at the time of their retirement or separation from service shall receive payment for such earned and unutilized vacation leave.

Section 11:

Employees with earned and unutilized vacation leave at the time of their death shall have payment for such earned and unutilized vacation leave made to their estate.

Section 12:

Should either the Employer or Employee Group wish to discuss the implementation of a Paid Time Off (PTO) system of consolidated leave, this agreement shall be re-opened for the limited purpose of discussion and negotiation of such a system.

ARTICLE 25: PERSONAL LEAVE

Section 1:

Personal leave is earned for the purpose of conducting personal business which cannot be conducted during normal off duty hours.

Section 2:

Employees shall earn paid personal leave as follows:

- a. Newly hired employees shall earn one (1) day of personal leave after each three (3) full calendar months of continuous service, up to a maximum of three (3) days of personal leave during the remainder of the calendar year following the date of hire.
- b. After the first calendar year following the date of hire, employees shall be credited with three (3) days of personal leave per calendar year.

Section 3:

No personal leave shall be earned for any time the employee is not being paid or is absent on a leave without pay.

Section 4:

Personal leave may not be granted to an employee until completion of his/her probationary period. Once a newly hired employee has successfully completed his/her probationary period, he/she shall be eligible to earn personal leave beginning from the date of being made a permanent employee. No personal leave shall be earned during the probationary period.

Section 5:

Employees requesting personal leave shall obtain the permission of the Superintendent of Operations or designee not less than three (3) days in advance of the day requested, except in case of an emergency, in which case permission shall be obtained as soon as possible.

Section 6:

Personal leave shall not be accumulated beyond the calendar year.

ARTICLE 26: BEREAVEMENT LEAVE

Section 1:

In the event of death of an employee's parent, spouse, child, brother, or sister, the employee shall receive three (3) scheduled working days off without loss of pay. This includes a "step-relative" for the above listed family members.

Section 2:

In the event of death of an employee's mother-in-law, father-in-law, grandchild, or grandparent, the employee shall receive two (2) scheduled working days off without loss of pay.

Section 3:

In the event of death an employee's aunt, uncle, brother-in-law, or sister-in-law the employee shall receive one (1) scheduled working day off without loss of pay.

Section 4:

Employees may utilize sick leave, vacation leave, or personal leave to supplement bereavement leave.

Section 5:

If requested by the Employer, an employee shall provide proof of death (i.e., copy of death certificate, obituary, etc.) and written substantiation of the relationship to the deceased to support a request for bereavement leave.

ARTICLE 27: MILITARY LEAVE

The Employer agrees to provide all employees with military leave in accordance with Federal and State Statutes.

ARTICLE 28: JURY LEAVE

An employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall be paid by the Employer the difference between his/her daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:

- a. The employee shall notify his/her supervisor immediately upon receipt of a summons for jury service;
- b. The employee has not voluntarily sought jury service;
- c. The employee is not attending jury duty during vacation leave and/or other time off from Authority employment;
- d. The employee submits adequate proof of the time served on the duty and the amount received for such service; and
- e. The employee shall have actually reported for jury service, and not merely have been "on-call."

ARTICLE 29: FAMILY AND MEDICAL LEAVE

The Employer agrees to be bound by all provisions of the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L. 103-3, February 5, 1993) so long as both acts shall remain in effect.

ARTICLE 30: LEAVE OF ABSENCE WITHOUT PAY

Section 1:

Employees desiring a leave of absence without pay from the Employer shall secure written permission from the Employer with notice to the Representative. The employee's written request to the Employer shall set forth the reasons the leave is being requested and the dates for the commencing and terminating of the requested leave without pay. No leave without pay shall become effective without the Employer's prior approval.

Section 2:

Permission for such a leave of absence without pay shall be at the sole discretion of the Employer. Permission shall not be unreasonably withheld.

Section 3:

The maximum leave of absence without pay shall be for thirty (30) days and may be extended for an additional thirty (30) days at the sole discretion of the Employer.

Section 4:

Employees granted any leave without pay shall not earn sick leave, vacation leave, and personal leave time.

Section 5:

During a leave of absence without pay, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Employer, at the Employer's sole discretion.

Section 6:

During a leave of absence without pay, the employee shall be responsible for making the payments for the continuation of benefits if permitted by the specific plan. If so permitted by the specific plan, the employee shall make suitable payment arrangements with the Employer.

Section 7:

The Employer agrees to be bound by all provisions of the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L. 103-3, February 5, 1993) so long as both acts shall remain in effect, and these laws shall supersede any inconsistent provisions contained in this Article.

Section 8:

An employee who is absent without leave shall be subject to disciplinary action up to and including discharge.

ARTICLE 31: FULLY BARGAINED CLAUSE

Section 1:

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Employee Group, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain, or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

Section 2:

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

ARTICLE 32: SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph.

ARTICLE 33: SUPERSEDING CLAUSE

This Agreement supersedes any and all other agreements dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE 34: DURATION OF AGREEMENT

Section 1:

This Agreement shall cover the period commencing January 1, 2023 and remaining in effect up to and including December 31, 2026.

Section 2:

The parties mutually agree that the Agreement between the Cinnaminson Sewerage Authority and the Cinnaminson Sewerage Authority Group/Unit of Hourly Employees for the period of January 1, 2017 through December 31, 2023 shall be modified in order to shorten the term length. Specifically, the final year of said Agreement shall be abrogated and annulled. Instead, the parties agree to incorporate January 1, 2023 through December 31, 2023 into the present Agreement.

Section 3:

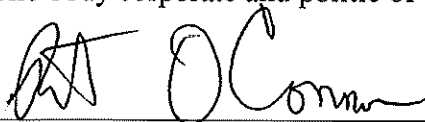
If both parties agree, this Agreement may be extended for up to two (2) additional years, covering January 1, 2027 to December 31, 2027, and January 1, 2028 to December 31, 2028. Under such optional extensions, annual salary adjustments of three percent (3%) would be implemented for all employees.

Section 4:

This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred eighty (180) nor no later than sixty (60) days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

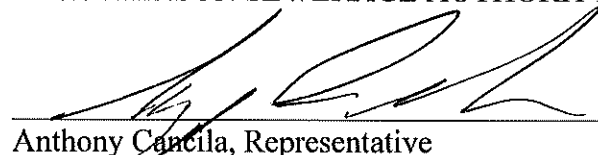
IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals at the Township of Cinnaminson, County of Burlington, State of New Jersey.

CINNAMINSON SEWERAGE AUTHORITY,
a public body corporate and politic of the State of New Jersey

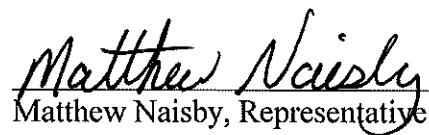


Robert O'Connor, Chairperson

CINNAMINSON SEWERAGE AUTHORITY GROUP/UNIT OF HOURLY EMPLOYEES



Anthony Cancila, Representative



Matthew Naisby, Representative

1/24/2023



Cinnaminson Sewerage Authority

Resolution No. 2022/2023-38

Ratification of Collective Bargaining Agreement

WHEREAS, the Cinnaminson Sewerage Authority (“Authority”) recognizes the outstanding contributions made by its employees represented by the Cinnaminson Sewerage Authority Group/Unit of Hourly Employees (“Employee Group”) to the effective operation of the Authority; and

WHEREAS, the Authority and the Employee Group achieved an agreement through collective bargaining on the terms to be included in an agreement between the parties for the time period January 1, 2013 through December 31, 2026; and

WHEREAS, on January 23, 2023 the representatives from the Employee Group informed the Authority that the Group’s membership communicated to the Authority that the proposed agreement was ratified by the members of the Employee Group;

WHEREAS, during the collective bargaining process the parties agreed that the agreement between the Cinnaminson Sewerage Authority and the Cinnaminson Sewerage Authority Group/Unit of Hourly Employees for the period of January 1, 2017 through December 31, 2023 shall be modified in order to shorten the term length; specifically, the final year of that agreement being abrogated and annulled, and instead, the parties agreeing to incorporate January 1, 2023 through December 31, 2023 within the proposed successor collective bargaining agreement; and

WHEREAS, the Authority is now in a position to formally ratify the proposed agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Cinnaminson Sewerage Authority, a public body corporate and politic of the State of New Jersey; that:

1. The Authority does hereby ratify the “Agreement Between the Cinnaminson Sewerage Authority and the Cinnaminson Sewerage Authority Group/Unit of Hourly Employees, January 1, 2023 through December 31, 2026” annexed hereto and incorporated herein.

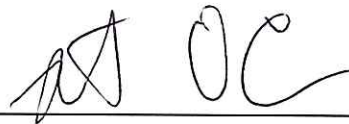
2. The Chairperson is hereby authorized and directed to execute said Agreement on behalf of the Authority.

3. The Authority Administrator, Superintendent of Operations, and other officials are hereby authorized and directed to take such steps as necessary and proper to effectuate the terms of this Resolution.

4. If any provision of this Resolution, or the application thereof to any person or circumstance, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, the remainder of the Resolution and the application thereof to other persons or circumstances shall not be affected thereby.

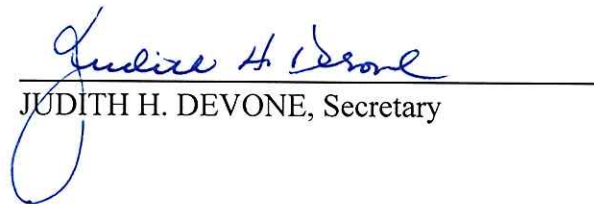
5. All resolutions and parts of resolutions are repealed insofar as they are inconsistent herewith.

6. This Resolution shall take effect immediately.



Robert O'Connor, Chairperson

I hereby certify that the above resolution was adopted by the Cinnaminson Sewerage Authority assembled in regular session on January 23, 2023.



JUDITH H. DEVONE, Secretary

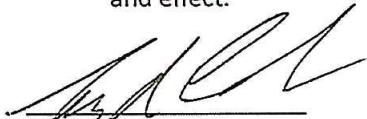
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the Cinnaminson Sewerage Authority and the Cinnaminson Sewerage Authority Group/Unit of Hourly Employees and is intended to modify the Collective Negotiations Agreement effective January 1, 2023 through December 31, 2026.

The parties hereby agree as follows:

1. Article 12, Section 1 shall be amended as follows. After "fair wear and tear basis" insert new sentence as follows: Each employee shall be entitled to \$300.00 per calendar year to be used to purchase pants (as may be approved by the Authority) which shall be paid by reimbursement (upon submission and approval of a receipt) and/or by purchase order through an Authority-approved vendor.

2. All other provisions of the Collective Negotiations Agreement shall remain in full force and effect.



For the Bargaining Unit

5/4/24
Date



For the Authority

4/8/24
Date