

**OPERATIONS PERSONNEL BARGAINING UNIT  
EMPLOYEE CONTRACT  
TERM AND RENEWAL**

**WHEREAS**, the Lower Township Municipal Utilities Authority and the Operations Personnel Bargaining Unit entered into Contract negotiations for a term of five (5) years commencing January 1, 2011 and ending December 31, 2015 and;

**WHEREAS**, the parties have come to an Agreement.

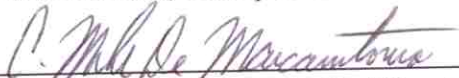
**NOW THEREFORE**, the parties hereto agree, covenant and contract as follows:

This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

**IN WITNESS HEREOF**, the parties hereto set their hand and seal this 20th day of September, 2010

  
\_\_\_\_\_  
Nels Johnson, Chairperson

9-20-10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
C. Mike DeMarcantonio, Ex Director (Witness)

9-20-10  
\_\_\_\_\_  
Date

The undersigned employees hereby certify to the Lower Township Municipal Utilities Authority that they represent all of the employees of the Operations Personnel Bargaining Unit, that they are authorized to sign this Contract and in the event that they are not authorized to sign this contract, shall be personally liable to indemnify and defend the Lower Township Municipal Utilities Authority for any costs incurred by the said Authority in defense of any action brought by any person claiming that the undersigned individuals did not properly represent them.


**TOWNSHIP OF LOWER MUA OPERATIONS PERSONNEL BARGAINING UNIT**

  
\_\_\_\_\_  
William Dunn

9/20/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gustave Winter

9-20-10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
C. Mike DeMarcantonio, Ex Director (Witness)

9-20-10  
\_\_\_\_\_  
Date

## I. INTRODUCTION

1.1 The Lower Township Municipal Utilities Authority (hereinafter "**Authority**") was formed by Ordinance Number 68-10 on July 24, 1968. The operation and authority of Authority is delineated in N.J.S.A. 40:14B-1, et seq. and is specifically for the purpose of providing water and sewer service to the residents of Lower Township, New Jersey.

1.2 The most important aspect of the services provided by the Authority and its employees is the safeguarding of the health and welfare of the public, as it relates to water and sewer service. As a service company, the Authority must furnish the residents of Lower Township, our customers, the best possible service at a reasonable cost. Additionally, the Authority must strive to operate its water and sewer treatment facilities in a manner that has no detrimental impact on the environment in and around our service area.

## II. POLICY

2.1 This Collective Bargaining Agreement has been prepared so that employees of the Authority shall have a convenient and authoritative reference concerning the structure and approved practices for the Authority, together with those Authority policies that are broadly applicable to all departments and groups of the Authority. The policies described herein may be modified or changed from time to time, to meet changing conditions and improvements within the Authority. The provisions of the Authority' Personnel Policy Manual shall be incorporated into this agreement. The Lower Township Municipal Utilities Authority Operations Personnel Bargaining Unit will be notified and all changes will be negotiated at time of renewal.

## III. AUTHORITY ORGANIZATION

3.1 The organization of the Authority is shown on the accompanying chart annexed hereto as **Exhibit "A"**. Any new operations employees shall be incorporated into this agreement upon fulltime status with the Authority and the same shall be acknowledged in writing by the Operations Personnel Bargaining Unit. The Authority shall update **Exhibit "A"** to include the new fulltime employees and distribute a copy to the Operations Personnel Bargaining Unit.

## IV. FAIR EMPLOYMENT PRACTICES

4.1 The Authority' policy is that job applicants and employees have the right to work in any available job, provided that the individual meets the qualifications for the position unimpeded by discriminatory conditions, which have no association with the qualifications or competence to perform the job, such as their race, color, creed, sex, age, religion, political preference or national origin. This policy applies to all aspects of the employment relationship, including hiring, promotion, transfer, training, wage and salary administration. Promotions/vacancies will be done on an in-house basis.



## V. SUPERVISORS

5.1 The Authority' Operations work force is divided into two major divisions: Treatment Plant and Field Crew. The two Supervisors of these divisions are the Plant Supervisor for the Treatment Plant Staff and the Sewer/Water Supervisor for the Field Crew Staff.

5.2 These two Supervisors, under direct supervision of the Water/Sewer Superintendent, are in charge of daily work assignments and are responsible for all operations within these divisions. All employees working within one of these divisions are to follow all rules, regulations and directives of these Supervisors.

## VI. ABSENCE – EMPLOYEE ABSENTEEISM POLICY

6.1 All employees are expected to report for work on time, on a regular basis. Unnecessary absenteeism and lateness is expensive, disruptive and places an unfair burden on other employees and the supervisor. Unsatisfactory attendance will also result in disciplinary action, including suspension and discharge. It will also have an adverse effect on any promotional considerations.

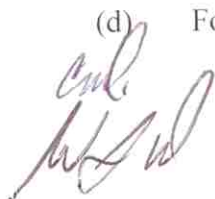
6.2 All absences are to be reported directly to the immediate supervisor. Absences are to be reported as soon as practical, but no later than 15 minutes before the scheduled start of work.

6.3 The supervisor in turn is responsible to report the employee absent. If the absence is not reported, payment for that day or period of absence will not be made. When calling, advise the reason for the absence and when return to work is expected.

**IT IS THE EMPLOYEE'S RESPONSIBILITY TO ENSURE THAT PROPER NOTIFICATION IS GIVEN. ASKING ANOTHER EMPLOYEE, FRIEND OR RELATIVE TO GIVE THIS NOTIFICATION IS NOT CONSIDERED PROPER, EXCEPT UNDER EMERGENCY CONDITIONS.**

6.4 Any employee who fails to give such notification will be charged with an unexcused absence. An unexcused absence is classified as any work missed without prior approval of the Superintendent. If an employee is absent for three (3) consecutive days without notifying the Authority, he/she is subject to discharge. If notice is given and the Authority does not think it justifies the absence, it will be considered unexcused. The following is the disciplinary action that will be administered for unexcused absences:

- (a) First Day of Absence: One-day suspension
- (b) Second Day of Absence: Three-day suspension
- (c) Third Day of Absence: Ten-day suspension
- (d) Fourth Day of Absence: Discharge



- (e) Three consecutive unexcused days of absence: Discharge.
- (f) Repeated lateness will also subject an employee to discipline, including suspension and discharge. An employee may be excluded from overtime work in the week in which an unexcused absence occurs.

6.5 Payment, or consideration of payment, will be given for absence for the following:

A. Sickness or Accident:

(1) Sick leave accumulates at the rate of fifteen (15) days per year, and for periods of less than a full year, at the rate of one and 1/4 day per month. Sick leave will accumulate during periods of vacation, holiday, and in-work related accident leave. It will not accumulate during military leave, sick leave and requested and approved leaves of absence (Family Medical Leave), and/or other periods when an employee is separated from the active payroll.

(2) Sick leave shall accumulate if not used, and be carried forward into subsequent calendar years. Unused sick leave may also be accumulated and if an employee leaves in good standing by retirement he/she shall receive 50% of all accumulated sick leave to a maximum of \$15,000.00 or the amount allowed by State law.

(3) An employee may be required to furnish a written statement from a licensed medical doctor or dentist, prior to payment for sick leave. Such statement must certify that a doctor or dentist examined the employee and certificate may also be required in the case of employees having recurrent short periods of illness. This certificate must contain the same information referred to above. Such certificate be required for but not limited to:

(a) Absence for three or more consecutive working days.

(b) Absence the day before or the day after a paid holiday or weekend.

(4) Time lost for work injuries covered under Workman's Compensation will not be charged to an employee's accumulated sick leave. An employee injured on the job, who is out less than seven (7) days will not have time deducted from accumulated sick leave.

(5) Temporary or part-time employees shall not be entitled to sick leave, except at the discretion of the Authority. An employee may use accumulated sick leave for personal illness, illness in his/her immediate family, which requires his/her attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. For the purpose of this paragraph immediate family shall mean spouse, child, parent or a relative or dependant living under the same roof.



B. Death in Family In case of the death of a member of the employees family, the employee will be allowed time off with pay to make arrangements for, and to attend the funeral. If the, funeral is at some distance, sufficient travel time will be granted, but in no case will the total paid absence exceed three (3) working days. Immediate family for the purpose of this paragraph shall mean an employees spouse, child, parent, brother, sister, grandparent, mother-in-law, father-in-law, or any other member of the immediate household.

C. Jury and Witness Duty An employee will be granted time off when summoned to serve on a Grand or Petit Jury, or when subpoenaed as a witness in a legal proceeding.

D. Military Reserve Duty An employee will be paid at the regular rate of pay for annual active duty for training or active annual field training shall be granted a leave of absence. Such leave shall be in addition to regular vacation leave. This period spent on Reserve Duty will be reimbursed by the Authority in addition to regular vacation.

## VII. LEAVE OF ABSENCE

7.1 Injury on the Job When a full time employee is injured in the line of duty, the Authority may, in adopting a Resolution to that effect, grant the employee up to three (3) months leave of absence with pay, providing the employee will reimburse the Authority for monies he/she may receive in the form of Workman's Compensation, temporary disability benefits or from possible legal settlement from, or judgment against the person or persons responsible for the injury. An employee who is injured in the performance of his/her duty shall immediately report the incident to his/her Supervisor, who shall complete a form provided for such report. The completed accident report form shall be submitted to the office for processing before the end of the following work day of which the injury occurred.

7.2 Unpaid Leave of Absence The employee shall submit a request to his/her immediate Supervisor in writing. If the need for such leave is due to an emergency situation, twenty-four (24) hours notice is required. All other request should be submitted fifteen (15) days prior to granting of leave. The Supervisor shall submit the request for leave to the Executive Director who shall in turn submit it to the Authority Board. Approval or denial shall be the sole discretion of the Authority Board.

7.3 The employee shall not earn any seniority during the period of leave. Any leave of absence granted because of illness, disability or pregnancy will not result in cessation of benefits. As to any leave granted for reasons other than stated above, the Authority Board shall have sole discretion to determine if such leave will result in cessation of benefits.

7.4 No leave of absence shall be granted under any circumstances to employees who desire to obtain other means or sources of employment, including self-employment. Any employee seeking a leave of absence on such pretext shall be terminated from his/her employment.



## VIII. SALARY INCREASES

Employees shall receive salary increases as follows:

### **January 1, 2011 Salary increases**

Gustave Winter, Water Repairer - \$4,000.00  
Adam Witkowsky, Equipment Operator - \$2,000.00  
Edward Stockton, Laborer - \$1,000.00  
James McDonald, Laborer - \$2,000.00  
Michael Fritsch, Laborer - \$2,000.00

**All other employees – 2%**

**January 1, 2012 – All employees - 2.0%**

**January 1, 2013 – All employees - 2.0%**

**January 1, 2014 – All employees - 2.0%**

**January 1, 2015 – All employees - 2.0%**

See **Exhibit “B”** LTMUA Operations Salary Ranges 2011 to 2015 for detailed raises

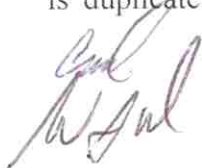
## IX. BENEFITS

9.1 The following benefits are provided by the Authority for the full time employees of the Authority. Eligibility for participation in these programs becomes effective after the probationary period of three (3) months.

A. Health Insurance: Hospitalization & Major Medical The Authority provides both basic and major medical coverage to all full time employees at no cost to the employee. The basic medical coverage is provided by New Jersey State Health Benefits Program. The major medical coverage is provided by New Jersey State Health Benefits Program As per New Jersey State Law Chapter 2, P.L. 2010 effective May 21, 2010 all employees shall be required to contribute one and one half percent (1.5%) of their salary towards their health benefits. This is in addition to any contribution agreed upon in a collective bargaining agreement. If the mandated employee contribution is repealed from New Jersey State Law, the employee contribution shall terminate upon notification by the proper State department without the need to re-negotiate the current contract.

The Lower Township Municipal Utilities Authority hereby agrees that it will pay quarterly an existing employee who declines New Jersey State Health Benefits coverage with the Authority where there is duplicate medical coverage in the family prior to May 21, 2010, a maximum payment of Five Thousand dollars (\$5,000.00) annually or twenty five percent (25%) of the amount saved by the Authority, whichever is less.

For employees filing a wavier of coverage after May 21, 2010 the Lower Township Municipal Utilities Authority hereby agrees that it will pay quarterly an existing employee who declines New Jersey State Health Benefits coverage with the Authority where there is duplicate medical coverage in the family, a maximum payment of Five Thousand



dollars (\$5,000.00) annually or twenty five percent (25%) of the amount saved by the Authority, whichever is less.

The Authority agrees that it will pay this sum directly to the employee based upon the employee signing a New Jersey State Health Benefits Coverage Wavier.

Payments shall be made at the end of each quarter – April, July, October, and January.

Only employees with other non-State Health Benefits Program coverage or non-School Employees' Health Benefits Program coverage will be eligible for the wavier incentive as Chapter 2, P.L. 2010 does not allow multiple coverage.

Any employee who accepts the offer for payment in lieu of health insurance waives any and all claims against the Authority regarding health insurance coverage.

B. Life Insurance The Authority provides, at no cost, to the employee life insurance coverage of \$5,000.

C. Public Employees Retirement System The Authority participates in the New Jersey State Public Employees Retirement System (PERS). The employee contribution to this system is in accordance with the rate established by the system at the time of the employee's enrollment. The employee is required to complete the necessary forms for submittal and enrollment and the deductions for this system will be made from the employees pay at each pay period. Participation is mandatory and contributions are in proportion to any employee's salary and age at the time of enrollment. Employees may be eligible to borrow funds as a loan from the State retirement pension system in accordance with their rules and regulations.

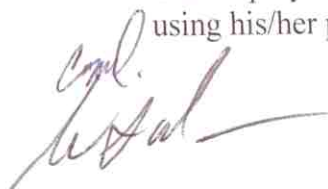
D. Cash Compensation Employees possessing certain New Jersey State licenses shall be compensated annually in December for the possession of said licenses in the following amounts:

(a) New Jersey Drivers License CDL Class A \$250.00  
New Jersey Drivers License CDL Class B \$250.00

(b) New Jersey Electrical License \$1,000.00

(c) New Jersey Department of Environmental Protection licenses  
Class 1 – W1-T1-S1-C1 \$200.00  
Class 2 - W2-T2-S2-C2 \$400.00

(d) All full time employees retaining a New Jersey Department of Environmental Protection license for water or wastewater treatment and a New Jersey Electrical licenses shall be allowed to attend the required amount of Continuing Education Units (CEU) needed to renew his/her license within the three (3) year renewal period. The cost of the course shall be paid for by the Authority upon approval of the Superintendent. The employee shall be allowed to attend the approved course without using his/her personal or vacation time to attend. All courses, cost, and



time off shall be scheduled and approved by the Superintendent prior to attendance.

E. Prescription Plan The prescription plan is provided by the State of New Jersey Health Benefits Plan. The charge per prescription will be as dictated by the Insurance Carrier.

F. Dental Coverage The Authority provides dental coverage through Blue Cross and Blue Shield Dental Insurance. If you have a participating dentist, the coverage has no deductible on preventive dental, it pays 100%. On basic care it pays 100% and on major care it pays 50%. If your dentist is not participating, it will pay customary charges.

G. Vision Care The Authority provides a self-insured vision plan. The plan consists of reimbursement to the employee, spouse and their dependents. Benefits are payable once every twenty-four (24) months. Reimbursement will be made after approval of the Board. Employee shall receive reimbursement up to \$250.00 per employee and dependent upon submission of proper receipts. Benefits are payable once every twenty-four (24) months.

## **X. WORK WEEK, LUNCH, AND BREAK SCHEDULES**

10.1 The water and wastewater facilities operate seven days a week. The Operations Personnel shall have two rotating schedules with the following established hours.

(a) Shift one - 7:00 A.M. to 3:30 P.M.

(b) Shift two - 8:00 A.M. to 4:30 P.M.

10.2 Lunch breaks shall be scheduled by the Superintendent and will last for Thirty (30) minutes. The normal lunch period is Shift One 12:00 P.M. to 12:30 P.M. Shift Two 12:30 P.M. to 1:00 P.M. In the event the workload causes an employee to deviate from this schedule, they may do so with their Supervisor's permission.

10.3 One fifteen (15) minute break will be given prior to lunch. The specific time of breaks and place of breaks is to be determined by the Supervisor.

10.4 Operation employees shall be required to be "On Call" on a rotating schedule administered by the Supervisor of each department. The employee shall carry the Authority "On Call" cellular telephone and respond to all water, sewer or treatment plant complaints or problems within One hour (60) minutes of notification. During after hours the employee shall receive overtime compensation as stated in this agreement. The Authority provides twenty four hour, year round service to the residents of Lower Township.





## **XI. OVERTIME WORK**

11.1 Where work schedules or emergencies necessitate overtime work, the Authority expects that the employees will be available to work the extra hours needed to complete the work. In such cases, every effort will be made to advise the employees as soon as possible in advance of the overtime. Employees may not work overtime without prior approval of the immediate supervisor for whom they are working. The overtime must be marked on the time sheet. Such authorization shall include, in detail, the reason for the overtime and the project worked.

11.2 Overtime will be paid at one and one-half (1.5) times the hourly wage rate of the employee. If an employee is absent, without pay, during a week when he/she works overtime, the employee will be compensated at the straight time rate until the total hours worked during that week exceed (40) hours or the normal work hours for a week.

11.3 Overtime on Holidays for "On Call" field crew employees called out for emergencies only, will be paid at double (2.0) times the hourly wage rate of the employee. Any additional employees responding on a Holiday for emergencies will be paid at one and one-half (1.5) times the hourly wage rate of the employee. If an employee is absent, without pay, during a week when he/she works overtime, the employee will be compensated at the straight time rate until the total hours worked during that week exceed (40) hours or the normal work hours for a week.

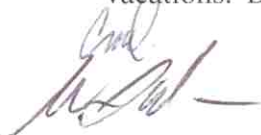
11.4 Employees "On Call" working routine Saturdays, Sundays, and Holidays shall punch in and out and will be compensated for hours worked at one and one-half (1.5) times the hourly wage rate of the employee. It has been established three hours are required to fulfill all duties on these days. The Supervisor shall approve any additional overtime hours. The Authority reserves the right to adjust or change the work schedule of the employees to maintain a continuous and changing operation of the water and wastewater facilities which operates seven days a week.

## **XII. TIME SHEETS /TIME CLOCK**

12.1 All employees, covered under this agreement, are required to punch the time clock at the start of shift, lunch break and at the end of shift seven days a week. Time sheets are required to be filled out when overtime is worked or days off are taken. Time sheet/card is an essential part of an organization's control and reporting system. Each employee will sign his/her own time sheet/card. Each employee shall be required to complete a daily work log sheet of work performed by the employee each day. The Supervisor will review each daily work log sheet, time sheet/card for completeness, validity and submit them to the Superintendent. No change will be made to an employee's time sheet/card without the employee's knowledge and consent.

## **XIII. VACATIONS**

13.1 Seniority and job assignments govern decision where requests are made for vacations. Department Supervisors shall not schedule vacations that will adversely affect the



performance or workload of the Department. Vacations will be scheduled by seniority. Subsequent changes in scheduled vacations due to emergencies or illness may only be initiated with the mutual consent of the Department Supervisor and the affected employee. Vacation allowance is as follows:

- (a) First Year of Service: 1 Vacation Day for each month
- (b) 1 -5 Years of Service: 12 Vacation Days
- (c) 6 -12 Years of Service: 15 Vacation Days
- (d) 13 – 20 Years of Service: 20 Vacation Days
- (e) Over 20 Years of Service: 25 Vacation Days

13.2 Vacation allowance shall be credited to each employee in January of each year and prorated for the current year depending on the accrual rate as determined by higher employment anniversary date. Each employee shall be informed in writing of the vacation days available to him/her during the current calendar year.

13.3 In the case of retirement, resignation or termination of an employee, unused vacation days shall be paid on a prorated basis provided that the termination is in good standing and with adequate notice by the employee.

13.4 Vacation days taken prior to actual accrual during the year shall be prorated and deducted from the final pay.

13.5 Authorized holidays occurring during a vacation will entitle the employee to an additional day.

13.6 Payment for vacation may be issued prior to an employee's vacation, provided that adequate notice is submitted to the office, in writing. Payment will be made with the regular pay prior to vacation.

13.7 Vacation leave notice shall be forty eight (48) hours for one day vacation leave and five (5) days notice for one week of vacation leave.

13.8 As per State law only one year of accumulated vacation leave may be carried over to the next year. When an employee retires the employer may only pay the employee for a maximum of one year of accumulated vacation leave.

#### **XIV. PERSONAL DAYS**

14.1 All full time employees are entitled to three (3) personal days each year. The employee may take these days for any use with proper notice, twenty four (24) hours, to the Supervisor. Personal days must be used within the calendar year. Personal days will be handled in the same manner as vacation days; authorization will be given according to workload and discretion of Supervisor.



## **XV. HOLIDAYS**

15.1 The following are paid holidays, during which the office will be closed and the operations department will observe a reduced work schedule at the direction of the Superintendent. State law requires that all municipal government entities shall only be allowed twelve (12) paid holidays per year.

New Years Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
The Day After Thanksgiving  
Christmas Day

15.2 Employees not working the holiday shall receive straight time pay for the holiday.

15.3 Employees scheduled to work the holiday shall receive over time pay in accordance with Article XI of this agreement for the time worked.

## **XVI. WORKMAN'S COMPENSATION FOR ON THE JOB ACCIDENTS**

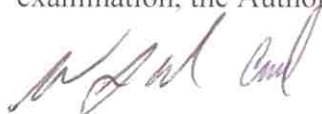
16.1 All employees are covered under Workman's Compensation Insurance, fulfilling the requirements of the New Jersey State Workman's Compensation Laws.

16.2 When an employee has suffered an injury during the course of his/her employment, he/she should immediately obtain first aid. When obtaining first aid, indicate to the treating doctor or facility that the injury occurred in connection with your job and that the bill should be sent to the Authority. It is essential that the Office Supervisor be notified of the injury as soon as possible; so that the appropriate report can be prepared and forwarded to the State and the Insurance Carrier. The office is to be notified of injuries before the end of the following workday of which the injury occurred.

16.3 When an employee sustains a job related injury, he/she is to receive his/her full salary from the Authority. He/she agrees to endorse over to the Authority all monies reimbursed by Workman's Compensation Insurance.

## **XVII. PHYSICAL EXAMINATIONS**

17.1 The Authority may require employees to take physical examinations, particularly when exposed to chemicals used in the line of work. When the Authority requires an examination, the Authority will bear all costs.



17.2 The Authority will provide periodic inoculations for Tetanus, Typhoid, etc. as recommended by the New Jersey State Department of Health or the Center for Communicable Diseases (CCD). The employee reserves the right to deny these inoculations.

### **XVIII. UNIFORMS**

18.1 Operations employees are issued mandatory sets of work uniforms, consisting of shirts, trousers, and jacket. Each year employees are given an allotted amount of Three Hundred dollars (\$300.00) to replace these uniforms. It is the responsibility of each employee to maintain these uniforms in a clean and neat condition and to wear the approved uniform while on duty.

18.2 Safety work shoes are considered safety gear and will be replaced annually. Each employee will be allotted two (2) pairs of safety work shoes. Employees shall be allotted the amount of One Hundred twenty five dollars (\$125.00) per pair per year. Employees deliberately damaging safety work shoes will be responsible for replacement of same.

18.3 Rain gear and boots are considered safety gear and will be replaced on a as need basis. Employees deliberately damaging safety gear will be responsible for replacement of same.

18.4 The Authority shall select and approve all uniforms, safety shoes, rain gear and boots used by employees.

### **XIX. IDENTIFICATION CARDS**

19.1 An identification card is issued to each employee to provide evidence of employment. Employees are expected to have their identification cards in their possession while working for the Authority. Identification cards remain the property of the Authority and employees are required to return their cards and keys to the Office Supervisor, upon request or upon termination of employment.

### **XX. TOOLS**

20.1 Each truck will have a set of assigned hand tools. All tools will be kept with the truck and will be the responsibility of the employee assigned to the truck to maintain and secure these tools. With the initial issue, each employee shall be given a listing of tools and required to sign and certify that they are received. All tools shall be locked up at the end of each night. Only the employee assigned to the specific truck will be given keys to the toolbox and will be responsible for these tools. Tools will also be supplied to the plant employees in a tool box that shall be locked up at the end of each night and will be the responsibility of the Senior Plant Employee at the Treatment plant.

A handwritten signature in cursive script, appearing to read "C. M. [unclear]", located in the bottom left corner of the page.

## **XXI. SAFETY**

21.1 Safety rules, verbal or written, are necessary to assure safe working conditions for all employees. Each employee shall abide by all safety regulations, whether they are verbal or written regulations.

## **XXII. SMOKING**

22.1 Many Authority owned areas, structures or premises contain chemicals and potentially hazardous and/or explosive gases. These areas or facilities are clearly designated and marked with "NO SMOKING" warning signs and smoking in these areas is strictly prohibited. All Authority buildings are smoke free environments. Where smoking is not prohibited, employees are asked to be considerate of others who do not smoke.

## **XXIII ALCOHOLIC BEVERAGES OR CONTROLLED DANGEROUS SUBSTANCES**

23.1 The consumption of alcoholic beverages or the use of controlled dangerous substances while on duty or on call is not permitted. A violation of this rule subjects the employee to immediate dismissal.

23.2 Employees agree to random testing for use of controlled dangerous substances.

## **XXIV. THEFT AND DISHONESTY**

24.1 Theft of Authority property, or the property of others, will not be tolerated. Violators will be subject to immediate dismissal. Misrepresentation, falsification, withholding of material facts, or the altering or falsification of any Authority records, including applications for employment, expense reimbursement requests, time cards, laboratory reports and other Authority documents will be cause for disciplinary action and possible dismissal.

## **XXV. RESIGNATION**

25.1 It is the responsibility of an employee who intends to resign to notify the Supervisor as soon as possible to allow for the selection and training of a suitable replacement in a timely manner. It is expected that full time employees would submit notice of resignation at least two (2) weeks prior to their last working day. Terminal pay shall include pay for work performed through the last hour worked and pay in lieu of unused vacation allowance earned.

25.2 No terminal payment will be given to any employee who is discharged for dishonesty, gross insubordination or misconduct.



## **XXVI. DISCIPLINARY AND GRIEVANCE PROCEDURES**

26.1 It is the policy of the Authority that every employee, at all times, be treated fairly, courteously and with respect. Each employee is expected to accord the same treatment to his or her co-workers, supervisors, and to the public at large.

26.2 Employees should not work in a manner that willfully obstructs or hinders another employee from completing his/her assigned duties. Employees should operate in a manner both safe to themselves and to their fellow workers. Personal problems between employees should not be pursued at work. Rudeness, obscene language or other discourteous behavior toward fellow workers, customers of the Authority or otherwise in the performance of the duties while in the employ of the Authority will not be tolerated and will result in disciplinary action. To every extent possible, the grievance procedure shall resolve the grievance quickly and settle the disagreement at the employee/ supervisor level informally.

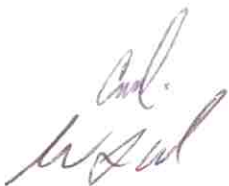
## **XXVII. DISCIPLINARY ACTION**

27.1 An employee who has acquired permanent status may be disciplined for the causes stated in this section by any of the following actions, which are stated in order of severity, by the Department Supervisor, except that no employee shall be dismissed without the approval of the Executive Director and Authority Board. Depending on the severity of the offense some minor steps may be superseded.

- (a) Informal, Verbal Reproach.
- (b) Written Reproach The Supervisor will discuss with the employee the problem and serve the employee with an Employee Warning Notice (the "Notice") of disciplinary action for a violation of an Authority policy, rule or regulation. The employee shall review the Notice and sign the Notice for the limited purpose of acknowledging receipt of the Notice.
- (c) Suspension from duty The Supervisor has the right to suggest a suspension without pay for a period of up to three (3) days. The Executive Director must approve any suspension in advance of the suspension.
- (d) Dismissal Termination will be approved after a review of the facts or the situation by the Executive Director and Authority Board.

27.2 The causes for which disciplinary action may be invoked include the following:

- (a) Neglect of duty;
- (b) In competency, inefficiency or incapacity;
- (c) Habitual tardiness or chronic and excessive absenteeism or unexcused absence;



- (d) Insubordination or serious breach of discipline;
- (e) Intoxication and the use and/or sale of narcotics;
- (f) Disorderly or immoral conduct;
- (g) Conviction of any criminal act or offense;
- (h) Willful violation of any rules or regulations of Authority, including common safety practices, or negligence of or willful damage to any property of Authority or its customers;
- (i) Conduct unbecoming an employee of Authority;
- (j) Failure to notify department head at least fifteen (15) minutes before the scheduled start of work when unable to report for work; and
- (k) Theft or dishonesty of any kind

#### **XXVIII. GRIEVANCE PROCEDURE**

28.1 An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance. Failure to do so shall be deemed to constitute abandonment of the grievance.

- (a) Step 1 The Authority serve the employee with an Employee Warning Notice (the "Notice") of disciplinary action for a violation of an Authority policy, rule or regulation. The employee shall review the Notice and sign the Notice for the limited purpose of acknowledging receipt of the Notice.
- (b) Step 2 The employee will immediately contact his/her representative to report an issue/grievance. Within 10 days of the incident giving rise to the grievance, the employee/representative will contact the employee's direct supervisor to set up an in-person meeting to attempt to resolve the dispute. The meeting shall be held within 15 days of the incident that spurred the grievance. The direct supervisor will provide a written response to the grievance within 10 days of the meeting.
- (c) Step 3 If the employee is not satisfied with the disposition of the grievance at Step 1, within 10 days of the Step 2 determination, the employee/representative will contact the Executive Director to set up an in-person meeting to attempt to resolve the dispute. The meeting shall be held within 15 days of the Step 2 grievance determination. The Executive Director will provide a written response to the grievance within 10 days of the meeting.
- (d) Step 4 If the employee is not satisfied with the disposition of the grievance at Step 3, within 10 days of the Step 3 determination, the employee/representative will appeal the grievance to the Board's Personnel Committee. The Committee



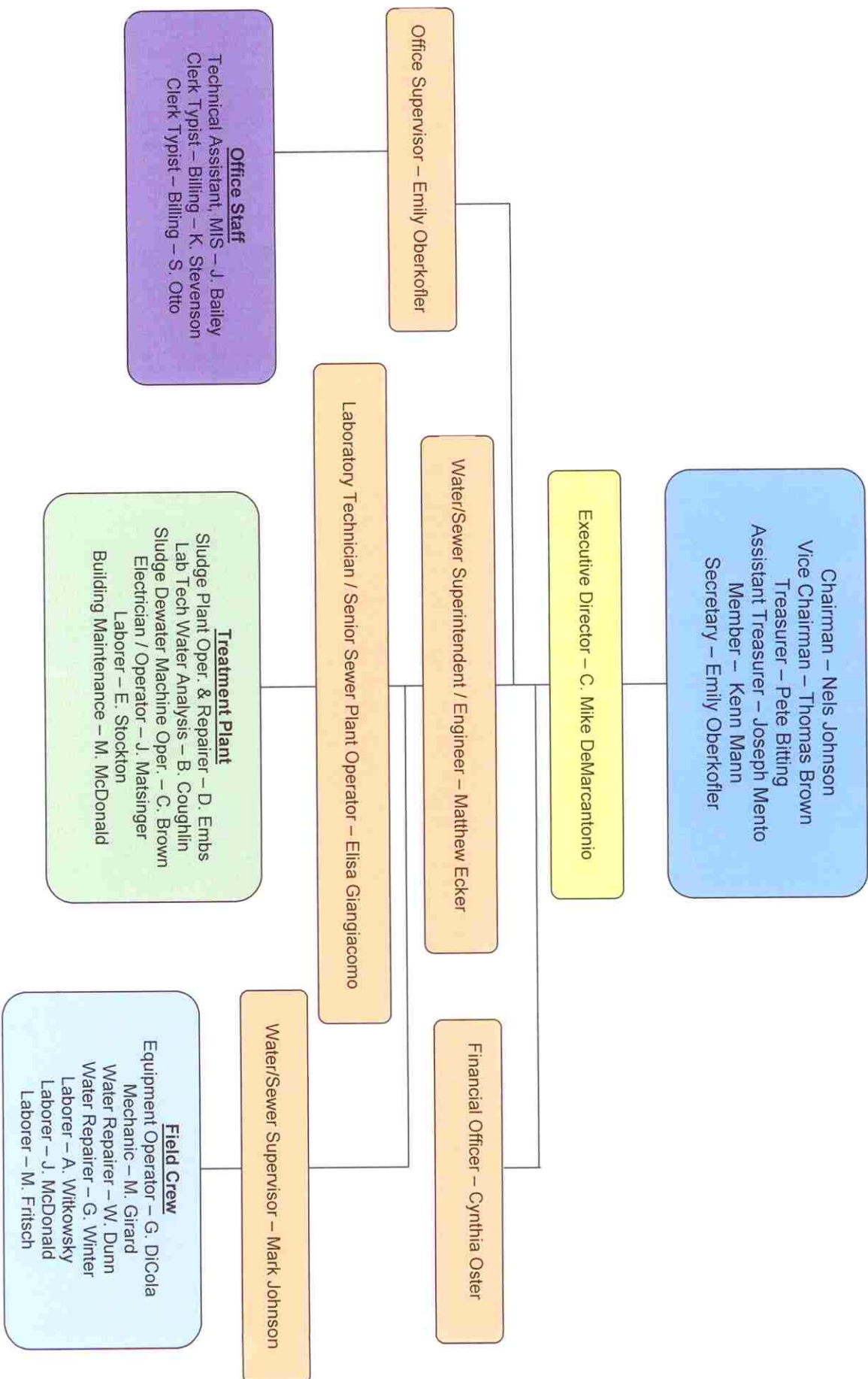
will conduct an independent review of the grievance, issuing a determination within 10 days of the Step 3 grievance determination.

- (e) Step 5 If the employee is not satisfied with the disposition of the grievance at Step 4, within 10 days of the Step 4 determination, the employee/representative may file for arbitration American Arbitration Association. The arbitration shall be final and binding. The arbitrator's fees shall be split equally between the Parties.
- (f) Failure to respond at any Step in these procedures by the employer shall be determined to be a negative response and, upon the termination of the applicable time limits, the grievant may proceed to the next Step.
- (g) Failure to respond at any Step in these procedures by the employee shall be determined to be an acceptable response and, upon the termination of the applicable time limits, the grievance may be declared complete.

A handwritten signature in cursive script, appearing to read "C. M. Smith", is written in dark ink.



**Lower Township  
Municipal Utilities Authority  
Table of Organization  
Year 2010 – 2011**



*Handwritten signature*

Exhibit "B" LTMUA Operations Salary Ranges 2011 to 2015

Title	Base 2010	2% 2011	2% 2012	2% 2013	2% 2014	2% 2015
<b>Sludge Plant Operator &amp; Repairer</b>						
Don Embs - 6/1/1993	56127.05	57249.59	58394.58	59562.47	60753.72	61968.80
<b>Lab Tech Water Analysis</b>						
Bruce Coughlin - 10/21/1998	54233.12	55317.78	56424.14	57552.62	58703.67	59877.75
<b>Electrician/Operator</b>						
Jesse Matsinger - 4/14/2009	53820.00	54896.40	55994.33	57114.21	58256.50	59421.63
<b>Sludge Dewater Machine Operator</b>						
Charles Brown - 3/23/2001	52004.97	53045.07	54105.97	55188.09	56291.85	57417.69
<b>Equipment Operator I</b>						
George Dicola - 8/17/1998	52004.97	53045.07	54105.97	55188.09	56291.85	57417.69
<b>Mechanic</b>						
Michael Girard - 3/27/1991	50333.86	51340.54	52367.35	53414.69	54482.99	55572.65
<b>Water Repairer I</b>						
William Dunn - 9/24/2001	47305.30	48251.41	49216.43	50200.76	51204.78	52228.87
<b>Equipment Operator II</b>	45000.00					
Adam Witkowsky - 2/9/2009	2000.00	47000.00	47940.00	48898.80	49876.78	50874.31
<b>Water Repairer II</b>	40178.65					
Gustave Winter - 1/5/2004	4000.00	44178.65	45062.22	45963.47	46882.74	47820.39
<b>Laborer I</b>	39582.40					
Edward Stockton - 2/11/2009	1000.00	40582.40	41394.05	42221.93	43066.37	43927.69
<b>Laborer II</b>	38000.00					
James McDonald - 2/4/2010	2000.00	40000.00	40800.00	41616.00	42448.32	43297.29
Michael Fritsch - 2/4/2010	2000.00	40000.00	40800.00	41616.00	42448.32	43297.29

