

AGREEMENT

Between

MONROE TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

and

BARGAINING UNIT

This AGREEMENT is made and entered into between the MONROE TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, hereinafter referred to as the "EMPLOYER" and the operators, laborers and mechanics, hereafter referred to collectively as the "UNIT".

It is the purpose of this Agreement to establish a working basis between the parties hereto for the period hereafter mentioned which, in the mutual interest of said parties, will provide for the conduct of the Employer's business under methods which will, to the fullest extent possible, assure the safety of employee and accomplish economy of operation and quantity and quality of output. It is recognized by this Agreement to be the desire of the Employer and the Unit to cooperate fully, individually and collectively for the attainment of said objective.

ARTICLE I

RECOGNITION

Section 1.

The EMPLOYER recognizes the UNIT as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all Operators, Laborers and Mechanics employed by the Employer, hereafter referred to as the Bargaining Unit.

Section 2. Equal Employment Opportunities

The Employer agrees that it will not discriminate against any applicant for employment, and the Employer and the Unit agree that they will not discriminate against any employee in the payment of wages, assignments of jobs, recall, discipline, transfer, layoff, discharge, seniority, promotion, demotion, training or any other term or condition of employment because of race, color, religion, sex, age or national origin.

Any alleged violation of the above provision shall be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE II

### NO STRIKES OR LOCKOUTS

#### Section 1.

During the term of this Agreement the Unit agrees with the Employer on behalf of itself and each of its members that there be no strikes, stoppage of work, slow-down, or any other action interfering with work or production.

#### Section 2

The Unit shall not question the unqualified right of the Employer to discipline or discharge employees engaging in, participating in, or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Unit and its members and shall in no case be construed as violation by the Employer of any provisions of this Agreement. However, if an issue of fact exists as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation, it will be subject to the Grievance Procedure specifically including arbitration.

#### Section 3

During the term of this Agreement, the Employer agrees with the Unit that there will be no lockouts.



## ARTICLE III

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1.

Any difference or disagreement between the parties, or between an employee or group of employees and the Employer, involving the interpretation or application of the provisions of this Agreement or involving the discipline, suspension or discharge of any employee shall be defined as grievance and shall be taken up in the following manner without any suspension of work through strikes, slow-down or lock-out on account of such grievance.

#### Step One:

The aggrieved employee or employees and their appointed representative shall present promptly the dispute verbally to the Executive Director.

An earnest and sincere effort shall be made by the parties concerned to adjust and settle differences.

#### Step Two:

If the dispute is not settled at Step One, it shall be put in writing. The grievance form shall be dated, signed by the employee or employees involved and their appointed representative and submitted to the Employer's Executive Director within seven (7) calendar days of the initial occurrence or the action or event upon which the grievance is based, provided, however, that a grievance involving a discharge or layoff shall be submitted in the form and manner set forth in Step Two within three (3) calendar days from the date of the discharge or layoff and shall immediately be processed as a Step Three grievance.

The Executive Director shall reply in writing within seven (7) calendar days after receiving the written grievance.



Step Three:

If the grievance is not settled at Step Two, the Unit shall within seven (7) calendar days after the date of the Executive Director's written answer to the written grievance, request a discussion of the grievance with the Board Members or their designees.

Such discussion shall take place between the Board Members or their designees, and representatives of the Unit within twenty-one (21) calendar days of the Unit's request for discussion. Such meeting shall take place at a mutually agreed time. Such discussion may include the aggrieved employee or employees involved. At the conclusion of Step Three the Employer shall give its final answer within fourteen (14) calendar days.

Step Four:

If the grievance is not settled at Step Three, the grievance may be submitted to arbitration as follows:

Within fourteen (14) calendar days after the final written answer is given to the Step Three meeting, the party desiring arbitration shall give written notification to the other party of its demand to arbitrate, stating the nature of the issue to be arbitrated, the specific provisions of the Agreement involved, and the relief or remedy sought. The party desiring arbitration shall simultaneously request the Federal Mediation and Conciliation Service (FMCS) to submit a panel from which the Arbitrator may be chosen in accordance with the rules and procedures of FMCS. The Arbitrator so selected shall hear the grievance at a mutually agreeable time and place and shall render his award in writing, which award shall be final and binding upon the Employer, the Unit and the employee or employees involved.

The Arbitrator shall have no power to add to, subtract from, change, alter or modify this Agreement or any supplement hereto.

The Employer and the Unit shall divide equally and pay the fees and expenses of the Arbitrator. All other expenses shall be paid by the party incurring them. Any grievance that is not processed within the time limits provided or not processed to the next step within the time limits provided, shall be considered settled and the settlement shall be binding upon the Employer, the Unit and the employee or employees involved. The time limits contained herein may be extended by mutual agreement of the Employer and the Unit.



## ARTICLE IV

### HOLIDAYS

#### Section 1

Subject to the provision of Section 2 of this Article, the following days shall be considered holidays for the purposes of this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	1st Work Day after Christmas

Each employee not on leave of absence, layoff or suspension who is not scheduled to work on any of such regular holidays shall be paid for eight (8) hours at his regular straight time rate of pay provided he has worked the day before and the day after the holiday unless failure to work these days is authorized in advance by the Executive Director.

#### Section 2

The holidays shall be celebrated on such days as the Employer shall fix and determine and the schedule for such holidays in each calendar year shall be posted on the bulletin board not later than December 31st of the prior year.

#### Section 3

If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

#### Section 4

If an official holiday is observed during an employee's vacation he shall be entitled to an additional vacation day or day's pay. If an official holiday occurs while an employee is on sick leave, he shall not have that holiday charged against his sick leave. Employees electing an additional day vacation or day's pay must do so prior to vacation.



## ARTICLE V

### PERSONAL DAYS

All employees will be granted four (4) personal days off on approval of the Executive Director, with two days advance notice. One of the four days may be taken in two (2) half day increments.

## ARTICLE VI

### SENIORITY

#### Section 1.

Seniority, that principle of employment policy which recognizes the precedence of one full time employee over another based upon length of service, is hereby affirmed and established.

Seniority in this Agreement refers to MTMUA seniority.

Employees who leave the Employer to enter military service under the Selective Service Act, will maintain their seniority as though they had not left the Employer if they are honorably discharged and return to the Employer's employ in accordance with the Selective Service Act, as amended.

Any employee laid off from the MTMUA for lack of work will retain his seniority for one (1) year unless a reply is not received within three (3) days after notice, sent to his last known address that a job is open, unless extenuating circumstances prevail satisfactory to the Employer. No new employee is to be engaged while qualified employees are laid off and have not had the opportunity to return to work.

Any employee transferred out of the Bargaining Unit shall retain his seniority and, if returned to the Bargaining Unit, shall retain such seniority accrued at the time of the transfer plus a maximum of one (1) year which he accrued while transferred out of the Bargaining Unit.

The Employer will give to the Unit a seniority list, on reasonable request.

#### Section 2.

When an employee is to be laid off he shall exercise his MTMUA seniority over employees with lesser MTMUA seniority, provided he is qualified to fill the position.

An employee who is recalled from layoff shall be recalled in accordance with seniority preference provided he is qualified to fill the open position.



Section 3.

An employee's seniority shall cease if the employee:

1. Voluntarily leaves the service of the Employer.
2. Is terminated for just cause.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1.

The normal payroll week will be from 12:01 a.m. Monday to 12:00 midnight Sunday.

From Labor Day to Memorial Day, the normal hours of work shall be from 8:00 a.m. to 4:30 p.m. From Memorial Day to Labor Day, the normal hours of work shall be from 7:00 a.m. to 3:30 p.m.; however, two men on a rotating basis each week will work from 8:00 a.m. to 4:30 p.m.

All employees shall be required to punch time clock for all hours worked.

Five (5) days work will constitute a normal week's work and will be scheduled Monday through Friday.

Eight (8) hours will constitute a normal day's work. The eight hours each day will be worked consecutively except for lunch, provided at approximately the middle of the shift. However, employees required to work through their normal lunchtime, which is thirty (30) minutes, shall be paid therefore at the overtime rate.

Six (6) hours, starting at 6:00 a.m., is the standard hours of work for Saturday and Sunday, for employees assigned to work the weekend. Employee must punch the time clock on both days.

Employees called in to work will be paid a minimum of 2 hours pay for each call-in.

Call-out time will be considered any time worked when an employee must report back to work after he has left the Authority's premises for the day and until he reports back to work for his regularly scheduled day. A minimum of 2 hours compensation will be paid for each time an employee is called in except when the calls overlap the 2 hour minimum or when an employee is called in to start earlier in the morning. To further explain the previous statements, please consider the following examples:



a) An employee is called out at 6:00 p.m. and returns home at 7:00 p.m. (The employee will receive 2 hours compensation). Now the employee is called out again at 7:30 p.m. and returns home at 9:00 p.m. (Since the 2 calls overlapped in the first 2 hours, the employee receives 3 hours compensation, 2 for the minimum and 1 for the extra hour, not 4 hours for 2 call-outs).

b) An employee is called out at 6:00 p.m. and returns home at 7:00 p.m. (the employee will receive 2 hours compensation). Now the employee is called out at 8:05 p.m. and returns home at 9:00 p.m. (since the second callout came after the first 2 hour period, the employee is entitled to 2 call outs or 4 hours compensation.

c) If an employee is called out early in the morning and the situation calls for him to continue to work into his regular hours, his day will start at the time he was called out. An example would be if he were called out at 7:00 a.m. and worked the rest of the day, he would be entitled to 9 hours compensation not 2 hours because he was called out plus 8 hours for his regularly scheduled hours. If an employee was called out at 5:30 a.m. and returned home at 7:00 a.m. and then came in for his regularly scheduled 8 hours, he would be entitled to 2 hours call out plus the regular hours.

### Section 2.

Wage payment at premium rates shall not be pyramided for the same hours worked and hours for which compensation is paid at premium rates under one provision hereof shall not be construed as hours worked for making payment under any other provision hereof.

When an employee is entitled to premium time rates under two different rules (i.e., time and a half and double time) he can only collect the higher of the two rates and not both rates. When the two rates are the same he gets only one rate - not two.

### Section 3.

Time and one-half will be paid for all hours worked in excess of 40 in a week.

Effective April 1, 1985 double time will be paid for work on Sundays provided it is the seventh consecutive day worked in that payroll week.

Two (2) times the regular hourly rate will be paid for hours worked on Sunday when the employee has worked or been compensated for time off during the first five days of the work week and worked on Saturday. In this manner, Sunday will be considered the seventh consecutive day worked.



Section 3a.

Should the Employer desire to change the daily shift hours, they will give one week notice and such change shall not change the starting or ending hours of the shift by more than two (2) hours.

Section 3b.

Should the Employer desire to start a 2nd or 3rd shift, a bonus of 5% will be paid for all hours worked on the 2nd shift and a bonus of 10% will be paid for all hours worked on the 3rd shift.

Section 4.

Overtime will be offered as equitably as possible among employees who are actually at work and who normally do this work. Employees will not be required to take time off in order to equalize overtime payments. The Employer will keep a record of overtime work and will make these records available to the Unit. In this regard, overtime refused shall be considered overtime worked for purposes of equalization of overtime. The Employer will correct any imbalance that develops in the allocation of overtime within a reasonable time after notice with respect thereto is given to the Employer by the Unit.

Section 5. Stand-by Pay.

Employees who are on stand-by will be compensated \$35.00 additional per seven-day week on stand-by.

ARTICLE VIII

SICK LEAVE

Section 1.

Sick leave shall accumulate on the basis of twelve (12) days per year. Three (3) of these twelve (12) days may be taken in two-hour increments provided three hours advance notice is given. Sick leave may be accumulated from year to year. Accumulated sick leave may be used as a credit for years service upon retirement, or paid upon death, with a maximum of 260 days at one-half pay in either case.

Section 2.

Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which may require his attendance upon the ill person, quarantine restrictions, pregnancy or disabling injury.



Section 3.

"Immediate Family" shall mean a spouse, child, parent, grandparent or unmarried brother or sister, or a relative or dependent living under the same roof.

Section 4.

A certificate from the employee's doctor is required as sufficient proof of the need for sick leave, after three consecutive days of absence. The Executive Director may require such a certificate in any event if it appears that an employee is chronically absent around weekends and holidays.

Section 5.

Employees returning from sick leave shall supply a doctor's certificate showing fitness to return to work and any restriction.

Section 6.

Beginning in 1987, if at the end of a given fiscal year, an employee has a balance of more than seven days sick leave for that year, the days in excess of seven may be paid. For example: an employee accrues twelve days and is out sick two days; he has the option of either getting paid for three sick days and carrying over seven days or carrying over the entire balance into the new year. This option begins in 1987 and is not affected by any sick time earned previous to February 1, 1987.

ARTICLE IX

USE OF BULLETIN BOARD

The Unit shall be permitted to use the bulletin board in the MTMUA which is normally used for furnishing information of general nature to the employees, for the purpose of postings concerning official Unit business.

ARTICLE X

LEAVE OF ABSENCE

Section 1.

The Employer agrees to give leave of absence, up to one year without pay for illness or injury not incurred in the line of duty, without affecting the employee's service continuity.

Section 2.

Employees injured in the line of duty shall be given up to one year leave of absence without pay and shall not be charged any sick time for time due to injury.



## ARTICLE XI

### JOB VACANCIES

#### Section 1.

Job openings in the Bargaining Unit shall be posted in the MTMUA for three (3) working days. Such notice shall include job title and job rate. Employees wishing to bid for the vacancy shall sign a proper notice in the space provided.

The employee signing the notice who has the ability and qualifications to perform the work shall be assigned to the job. Ability and qualifications being acceptable, seniority shall be the determining factor.

#### Section 2. Upgrading of Salaries.

All employees within the Bargaining Unit receiving a higher paid position will be on a one month trial period and will receive the wages of that classification.

## ARTICLE XII

### CREATION OF NEW JOBS

When new jobs within the Bargaining Unit are created or the duties of old jobs merged or changed, the MTMUA will institute the new or changed jobs with a temporary rate. If the Unit disagrees with the rate of the job as established, it may introduce a grievance within (30) days after work is actually performed under the temporary rate and description. Any disagreement between the parties as to the temporary rate or as to the inclusion of the job within the Bargaining Unit will ultimately be settled through the grievance and arbitration procedure specified in Article III, and shall be final and binding upon the parties. If the Unit does not introduce a grievance within the above mentioned thirty (30) day period, the job rate and description will become a permanent part of this Agreement.



## ARTICLE XIII

### SAFETY AND HEALTH

The Employer agrees that it will, at its own cost and expense perform every reasonable act necessary to promote and insure the safety, health, welfare, sanitary conditions and working conditions of the employees in the course and scope of their employment.

The Employer further agrees that it will, at its own cost and expense, perform and comply with all rules, requirements and regulations of every legislative and administrative body having jurisdiction over the health, safety, welfare, sanitary conditions and working conditions of the employee.

The Employer will provide for the use of its employees such safety equipment as is necessary, and the Unit agrees that the workers must make use of such safety equipment.

Employees will notify the M.T.M.U.A. Safety Director of any questions concerning the safety or unsafe conditions which he will bring to the attention of the Employer. The Unit Safety Director and the Executive Director will meet periodically, at least once every three months, to discuss safety questions and conditions.

Using a dB meter provided by the Unit, the employer will measure noise levels in the work area. If any levels exceed OSHA standards, the employer will provide an annual hearing test for each employee. Employees will wear protective ear covers when working in such areas.

## ARTICLE XIV

### FUNERAL LEAVE

#### Section 1.

Leave with pay not exceeding four (4) days shall be granted to an employee in the event of death in his immediate family.

#### Section 2.

"Immediate Family" shall include:

- a. The employee's spouse, child, parent, brother, sister, grandparents.
- b. The child, parent, brother, sister, grandparent of his/her spouse.
- c. A relative living under the same roof.

#### Section 3.



The last day that may be taken is the fourth day following the funeral.

#### ARTICLE XV

##### JURY DUTY

Upon presentation of acceptable proof every employee who has lost wages as a result of being required by law to perform jury service, on a regularly scheduled work day in a normal work week, shall be entitled to compensation upon the following basis: such compensation shall be his average hourly earnings for maximum eight (8) hours per day, less compensation for jury duty paid by the applicable government agency.

#### ARTICLE XVI

##### WAGES

###### Section 1.

For 1991, the starting wage for the classes of employee are shown below.

Effective with this contract, the MTMUA will have the following job classifications:

<u>Job Classification</u>	<u>Range</u>
Laborer	\$7.35 - \$10.50/HOUR
Equipment Operator	\$8.50 - \$15.00/HOUR
Process Operator	\$8.50 - \$15.00/HOUR
Meter Reader/Installer/Repairman	\$8.50 - \$12.00/HOUR

To be classified as a Process Operator, an employee must hold a valid NJDEP Water or Wastewater operator's license and obtain the approval of his Superintendent and Executive Director.

To be classified as an Equipment Operator, an employee must have sufficient heavy equipment operating experience and obtain the approval of his Superintendent and Executive Director.

On an annual basis, the Executive Director with the advice of the Superintendents will review the performance of each individual worker and may award a merit salary increase based upon said review. At a minimum, said review shall include the employees education, job proficiency, attitude and length of service. The employee will receive a written evaluation of his performance at both mid-year and end of year. The end of year evaluation shall be given to the employee by February 1.

As agreed upon by the Unit, effective February 1, 1991 the Executive Director with the advice of the Superintendents will distribute six percent (6%) of the annual base wages in the Bargaining Unit as raises to the members of the Unit.



Section 3

Effective February 1, 1990 a license incentive plan will be in place. For a Level One (1) license, one (1%) percent of the employee's base wage rate will be added to his wage rate. For each higher level license obtained an additional one-half (1/2) of one percent (1%) of base wage rate will be added. The raise will become effective on the date the employee provides a copy of his license to the Authority. If an employee obtains licenses in both water and sewer, then he will receive the proper increases for each. However, if he obtains multiple licenses in either sewer (e.g. collection and treatment) or multiple licenses in water (e.g. distribution and treatment) then he will receive the above increase for only the higher level of the licenses he holds in that category and half of the above increases for the other license in that category.

Example: An employee's base wage rate is \$10.00/hour. He holds C2, W2 and T3 licenses. His annual increase is 7% combined. His total wage rate is calculated as follows:

\$10.00/hour x .07 = \$ .70/hour (for increase)  
\$10.00/hour x .020 = \$ .20/hour (for T3 license)  
\$10.00/hour x .015 = \$ .15/hour (for C2 license)  
\$10.00/hour x .0075 = \$ .08/hour (for W2 license)

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\$1.13/hour Total Annual Increase  
\$10.00/hour Base Wage Rate  
-----  
\$11.13/hour Total Wage Rate

His new base wage rate is \$11.13/hour.

NOTE: No separate calculation for W1, C1, T1, & T2 licenses

Section 4

Effective February 1, 1990, a longevity incentive pay plan will be in effect. Each employee, after completing certain years of service, will receive on the first week of December a longevity incentive payment as per the schedule below.

<u>Service</u>	<u>Incentive Pay</u>
5 - 9 years	2% annual pay as of Dec. 1
10 - 14 years	3% annual pay as of Dec. 1
15 years and over	4% annual pay as of Dec. 1



## ARTICLE XVII

### VACATIONS

#### Section 1.

Employees on the payroll of the Employer as of the eligibility date of February 1 shall be entitled to vacation with pay during the vacation period in accordance with the following schedule:

Employees with less than five years service shall receive 10/12 day vacation for each month worked prior to February 1 with a maximum of 10 days in any year.

Employees with five years or more shall receive one and one quarter days vacation for each month worked prior to February 1 with a maximum of 15 days in any year.

Employees with ten years or more shall receive one and two-thirds days vacation for each month worked prior to February 1 with a maximum of 20 days in any year.

#### Section 2.

Employees who would receive additional vacation in any year because of their anniversary date will receive such additional vacation after completion of anniversary date.

#### Section 3.

Employees may elect to take up to one week vacation on a daily basis.

#### Section 4.

The Employer shall post a vacation schedule based on seniority of choice. Employees who do not schedule vacation by April 1 may not use seniority to bump another employee.

#### Section 5.

All vacations shall be taken during the current year and vacation time shall not be accumulated. Vacations shall be scheduled between February 1 and January 31. Up to one week of vacation can be carried over for up to twelve months with prior approval of the Executive Director.



## ARTICLE XVIII

### DISCIPLINARY CODE

The disciplinary code attached hereto as Appendix "A" will be enforced during the period of this Agreement.

## ARTICLE XIX

### GENERAL PROVISIONS

#### Section 1. Insurance

On completion of 60 days employment each employee shall be covered by Life Insurance as provided under the Public Employees Retirement System of New Jersey and paid as governed by that system.

Accidental Death and Disability Insurance will be provided under the N. J. Public Employee's Retirement System and paid as governed by that System.

#### Section 2. Hospitalization

On completion of 60 days employment each employee, his spouse and eligible children will be covered by either the New Jersey State Health Benefits Program and Rider J or his choice of one of the available health maintenance programs.

In addition each employee, his spouse and eligible children will be covered by a Major Medical Policy in the amount of \$100,000. The full cost of the above coverage will be paid by the Employer.

#### Section 3. Dental Plan

Effective April 1, 1990, on completion of sixty (60) days employment each employee, his spouse and eligible children will be covered by a Delta Dental Plan of the Authority's choosing. The full cost of the coverage will be paid by the employer.



Section 4. Work Clothing

The Employer shall furnish each employee with the following clothing:

11 pair pants	(from Uniform Service)
5 short sleeve shirts	(from Uniform Service)
6 long sleeve shirts	(from Uniform Service)
1 winter jacket	
1 light weight jacket	
1 coveralls, summer	
1 coveralls, winter	

Any clothing previously distributed is and remains the property of the MINUA and must be returned upon termination of employment, with the exception of the winter coveralls which belong to the employee.

The employer shall replace at its own cost any of the above articles of clothing which are damaged due to day to day wear and tear during the course of each year, provided the employee returns the damaged clothing.

The employer will contract with a uniform service for normal laundering and maintenance of the pants and shirts. The employees will wear the uniforms provided.

Section 5. Safety Shoes

The Employer will provide \$80.00 each year towards the purchase of safety shoes for each employee in the bargaining unit.

Section 6. Past Practices

Failure to incorporate past practices in the Agreement shall not be construed as a basis or justification for discontinuance of such practices.

Section 7. Annual Tuberculosis Test

Each employee in the bargaining unit may undergo a tuberculosis test at the Monroe Medical Center, the cost to be borne by the Employer. If the employee fails to have the test results completed, he will bear the cost of the test.



## ARTICLE XX

### MANAGEMENT RIGHTS

#### Section 1.

Except as expressly abridged by a specific provision of this Agreement, the Authority reserves and retains exclusively all of its normal and inherent rights with respect to the management of the business, as such rights existed prior to the signing of this Agreement, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices and procedures for the conduct of business and from time to time to change or abolish such policies, practices or procedures to determine and, from time to time, redetermine the number, location and types of its plants and operations, and the methods, processes and materials to be employed; to discontinue, temporarily or permanently, either in whole or in part, the conduct of its business or operations, or to elect to perform such business or operations through subcontractors or otherwise; to select and direct the working forces in accordance with the requirements determined by the management, to establish, eliminate, change or combine work schedules, job classifications and work assignments, subject only to the requirements that employees be properly compensated for the performance of such work assignments under the terms of this Agreement; to transfer, promote or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for cause; and otherwise to take measures as management may determine to be necessary to the orderly, efficient or economical operation of the business.



Section 2.

The inclusion in the Agreement of a provision for a grievance procedure and arbitration is not intended as a general delegation of management functions, not herein expressly limited, to joint or third-party determination, nor to imply any limit upon their unilateral exercise.

ARTICLE XXI

GENERAL

Section 1. Probation

Full-time employees are not eligible for Authority benefits until completion of a 90 calendar day trial period, excluding all absences.

Section 2. Breaks

Each employee shall be allowed two breaks per shift. One 15 minute break in the first half of the shift and one 15 minute break in the second half of the shift.

Section 3. Payday

Each employee shall be paid every week and receive their checks not later than the end of the day pay is due, which is the Thursday following the end of the pay period.

Section 4. Volunteer Fireman Policy

In accordance with NJSA 48:19-B, The authority adopts a policy for its employees who are volunteer firemen. If there is an alarm during the employees' normal working hours, those employees who are volunteer firemen within Monroe Township will be allowed to answer the call and will be paid their normal wages for the duration of the call or the end of their shift whichever comes first. If a call is received from outside Monroe Township those employees who are volunteer firemen will be allowed to answer the call, but without pay. In responding to a call, an employee will not tie up an MUA vehicle; he will either use his own vehicle, or if on duty with another employee he will be dropped off. The employee must notify their supervisor prior to leaving the job. All employees responding to fire calls must fill out an 'absence due to fire' form prior to being paid.



ARTICLE XXII

DURATION

This Agreement shall become effective on the first day of February 1991 and shall remain in full force and effect until midnight January 31, 1992 and shall renew itself for one year periods unless either party notifies the other of the desire to renegotiate not less than sixty (60) days before termination. This contract may not be re-opened for any purpose except by mutual agreement.

DATED: 2. 21. 91

ATTEST:

MONROE TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY

George O'Connell  
SECRETARY

BY: \_\_\_\_\_  
ALL REPRESENTATIVES

Alan Wright  
Alan Wright

Frederick Dalforno  
Frederick Dalforno

John Kevin Vassalvik  
John Kevin Vassalvik

Thomas Kurczeski  
Thomas Kurczeski

Mark Mendoker  
Mark Mendoker

Ed Levendosky  
Ed Levendosky

Darren Murray  
Darren Murray

Michael Dipierro  
CHAIRMAN

Michael Dipierro  
Michael Dipierro

Gary Federowicz  
Gary Federowicz

John Savoia  
John Savoia

Kevin Aysher  
Kevin Aysher

Patrick O'Donnell  
Patrick O'Donnell

Robert Lauer  
Robert Lauer



APPENDIX "A"

MONROE TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

DISCIPLINARY CODE

A. Offenses resulting in immediate dismissal

1. Use of alcoholic beverages or illegal use of drugs during working hours
2. Theft
3. Malicious damage to MTMUA property or facilities
4. Fighting, both employees, except in the case where it can be positively determined that one party was the instigator

B. Offenses resulting in suspension followed by Termination -

1. Refusal to perform duties issued by a supervisor
  - 1st: 3 day suspension
  - 2nd: Termination
2. Ignoring an emergency call while on duty or ignoring a radio dispatch during the work day or during emergencies
  - 1st: 3 day suspension
  - 2nd: Termination
3. Non-performance of duties:
  - 1st: 3 day suspension
  - 2nd: Termination
4. Unauthorized use of company equipment for personal use
  - 1st: 3 day suspension
  - 2nd: Termination
5. Misuse of company equipment in such a manner as to destroy company property or create hazardous conditions to other employees or the general public



C. Continuous offenses resulting in a verbal warning, suspension and termination -

1. Unexcused lateness for starting time of work or unauthorized extension of break or lunch periods

2. Failure to use safety equipment.

1st: verbal warning, dock time  
2nd: written warning, dock time  
3rd: 1 day suspension, dock time  
4th: 3 day suspension, dock time  
5th: termination

D. Other infractions or combination of infractions will be dealt with subject to the discretion of the Executive Director.

Records of infractions will be kept in each employee's file. For each year that lapses since the employee's last infraction, without a new infraction, the oldest infraction shall be stricken from the employee's personnel file.