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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

AND

CONSTRUCTION AND GENERAL LABORERS' UNION
LOCAL 172 OF SOUTH JERSEY, AFL-CIO

Effective January 1, 2004 - December 31, 2006

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AGREEMENT

THIS AGREEMENT, made and entered into this first day of January 2004, by and between the Mount Holly Municipal Utilities Authority, Burlington County, Mount Holly, New Jersey, (hereinafter referred to as the "Authority"), and CONSTRUCTION AND GENERAL LABORERS' UNION, LOCAL 172 OF SOUTH JERSEY, (hereinafter referred to as the "Union").

PREAMBLE

This Agreement represents the complete and final understanding on all bargainable issues between the Authority and the Union.

ARTICLE I COLLECTIVE BARGAINING

SECTION I: RECOGNITION

The Authority recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its covered employees identified in Appendix B. This excludes managerial executives, confidential employees, and all other supervisory employees within the meaning of the New Jersey Public Authority-Employee Relations Act and all other employees of the Authority.

SECTION II: FULLY BARGAINED

The parties agree that they have fully bargained and agreed upon all terms and conditions of this Agreement, which incorporates the complete and final understanding, and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations.

This Agreement supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary.

**ARTICLE II
NO STRIKE CLAUSE**

SECTION I: TREATMENT MANDATED BY STATE AND FEDERAL LAW

The Authority, under the Utilities Authorities Law of the State of New Jersey and Public Law 92-500 passed by the United States Congress in 1972 and as may be amended, is charged with the responsibility of the collection, transportation and treatment and reclamation of the wastewaters in its system to abate the pollution of the waters and streams in the Burlington County area.

SECTION II: OWNER SUBJECT TO PENALTIES

It is recognized that the Authority is under legal obligation and subject to severe penalties to provide and continuously operate and maintain the necessary facilities to meet the conditions and standards set forth in the permits issued to the Authority by the United States Environmental Protection Agency, New Jersey Department of Environmental Protection and the Delaware River Basin Commission.

SECTION III: WORK STOPPAGES PROHIBITED

The Union and the Authority mutually agree that there shall be no strikes, walkouts, slowdowns, sickouts or other forms of work stoppages, they are contrary to law and public policy.

**ARTICLE III
COLLECTIVE BARGAINING UNIT PROVISIONS**

SECTION I: EQUAL TREATMENT

The Authority agrees there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities.

The Authority agrees not to interfere with the right of employees to become or not to become members of the Union and that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

SECTION II: UNION REPRESENTATIVES AND ACCESS

SHOP STEWARD: The Authority agrees to recognize a maximum of one shop steward and one alternate shop steward selected by the Union. A steward shall be granted a reasonable amount of time, not to exceed one hour per day and without loss of pay, to interview employees who have grievances and to discuss the grievance with the employee's immediate supervisor.

ACCESS BY UNION OFFICIALS: Union officials and duly authorized Union representatives, whose names and identification have been previously submitted to and acknowledged by the Authority, shall be admitted to the property of the Authority, upon reasonable written or telephonic notice. Such notice shall include the purpose of the visit, proposed time and date and the specific work units/areas involved. Permission for such visits shall not be unreasonably withheld. Nothing in this section shall be construed to limit the free flow of information between the Union and covered employees but is solely intended to allow for the orderly scheduling and progression of daily work requirements.

SECTION III: DUES AND DEDUCTIONS

UNION DUES: Upon receipt of a lawfully executed written authorization from an employee, the Authority agrees to deduct the regular monthly Union dues of the employee from his/her paycheck. The Authority shall remit the deduction by the tenth day of the succeeding month to the appropriate official designated in writing by the Union. The Union will notify the Authority, in writing, of the exact amount of the regular monthly dues to be deducted.

TERMINATION OF UNION MEMBERSHIP: Any employee may, in writing, terminate his/her respective dues deduction authorization as of July 1, or January 1, of the contract year.

REPRESENTATION FEE: In accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended, the Authority shall deduct and pay over to the Union a representation fee in lieu of dues by payroll deduction from the salaries of all employees covered by this Agreement who are not members of the Union. The representation fee in lieu of dues shall not exceed 75% of the regular membership dues and shall be paid over to the Union treasurer by the tenth day of the succeeding month.

The Union agrees to establish and maintain a "demand and return" system, whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair

proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes in accordance with N.J.S.A. 34:13A-5.5, as amended.

The Union shall furnish to the Authority written notice thirty days prior to the effective date if during the term of this Agreement there is any change in the rate of membership dues affecting the amount of the representation fee in lieu of dues.

ARTICLE IV MANAGEMENT RIGHTS

SECTION I: AUTHORITY RESPONSIBLE

The management of the Authority and the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Authority. Accordingly, the Authority retains the right, including, but not limited to, select and direct the working forces, and the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number of locations of its facilities, stations, etc., determine the work to be performed, maintenance and repair, amount of supervision, and training programs necessary, machinery and tool equipment, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials; and purchase services of others by contract or otherwise.

SECTION II: CONTRACTING WORK

The Authority has the right, in accordance with past practice to apportion work by contract or subcontract to employees or others, as it may see fit.

SECTION III: CHANGES FOR MODIFICATIONS TO RULES AND REGULATIONS

The Authority will present proposed modifications, changes, or new rules and regulations to the Union for discussion, prior to formal adoption. The Union may make recommendations regarding the proposed modifications, changes or new rules and regulations. The Authority will review the rules and regulations annually and suggest modifications, changes, or new rules and regulations as necessary.

SECTION IV: CLASSIFICATION AND JOB DESCRIPTION

The classifications for employees covered by this Agreement shall be established by the Authority and presented to the Union.

If during the term of this Agreement the Authority determines that new job classifications must be established or that changes are to be made to existing job classifications, the parties agree that they will consult with the intent at arriving at a mutually acceptable determination, including the rate of pay, prior to the classification or change being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure.

SECTION V: ESTABLISHMENT OF WORK SCHEDULES

The Authority reserves the right to establish shift schedules in addition to those agreed to, upon notification to the Union in order to maintain efficient, economical and orderly operations of the Authority's facilities.

SECTION VI: OTHER EMPLOYMENT

All employees shall advise the Authority of outside employment to ensure there is not a conflict of interest and that outside employment does not interfere with the performance of the employee's assigned duties.

Examples of outside employment which may result in a conflict of interest include, but are not limited to: work with a plumbing contractor, local hauler of sludge, septage, etc.; or any work involving hours which may conflict with employee's work schedule. Failure by the employee to advise the Authority of any outside employment may result in disciplinary action.

SECTION VII: DISCIPLINARY ACTIONS

All employees are expected to meet the Authority's work performance standards. Corrective disciplinary action, as appropriate, will be taken against any employee found to be in violation of established procedures.

All disciplinary action shall be based upon concern for the employees, the individual(s) and the best interest of the Authority. Disciplinary action shall be of a positive, educational and corrective nature, and shall not be used in an abusive or vindictive manner.

An employee may be subject to discipline and or termination for any or all of the following reasons:

- Chronic or excessive absenteeism, lateness or failure to report for work without a legitimate reason
- Neglect, incompetence, insubordination, inefficiency or failure to perform duties or care of the Authority's equipment or vehicles, including leaving the work station without being properly relieved or without permission from a supervisor
- Use of or the attempt to use political influence upon any person or engaging in any form of political activity during working hours
- Conviction of a crime, or off-duty or on-duty conduct unbecoming a public employee
- Willfully interfering with the work performance of other employees
- Violation of Authority policies, procedures and regulations
- Violation of Federal, State or Authority regulations concerning drug and alcohol use and possession
- Unsatisfactory work performance
- Disorderly conduct, fighting with, threatening, or intimidating other employees
- Possession of weapons or firearms on Authority property
- Off-duty or on-duty conduct reflecting adversely on the Authority
- Falsification of public records including personnel records, employment applications and time cards
- Sleeping while on duty

SECTION VIII: NO SOLICITATION/NO DISTRIBUTION RULES

In order to prevent disruption in the Authority's operations, the solicitation and/or distribution of literature for any purpose during working times in any working areas is strictly prohibited. However, solicitation and/or distribution by employees are permitted during non-working time in areas where such activity will not interfere with normal operations of the Authority. Violation of this rule will result in disciplinary action.

Employees shall not loiter in or about the premises after working hours. Those providing transportation to employees should remain in their cars while waiting.

ARTICLE V EMPLOYMENT AND SENIORITY

SECTION I: PROBATIONARY PERIOD

PROBATIONARY EMPLOYEES: Each new (probationary) employee will serve a probationary period of 180-days. The probationary period is to allow the supervisor an opportunity to evaluate the employee's work performance, attitude and interaction with coworkers. During this period the probationary employee may be terminated anytime without recourse. Probationary employees are not entitled to any benefits except as specifically set forth in this agreement.

SECTION II: DEFINITION OF SENIORITY

Seniority is defined as the length of a covered employee's continuous service with the Authority. The length of continuous service shall be computed from the date the employee was first hired by the Authority, except for a termination of seniority as stated in Section III, in which case the recall or rehiring date shall apply.

If two or more employees are hired on the same date, the order of placement on the seniority list shall be determined by the date of application. If the date of application is the same then the time of day the application was filed will govern.

SECTION III: TERMINATION OF SENIORITY

An employee's continuous service may be broken at the sole discretion of the Authority, so that no prior period or periods of employment may be counted and his/her rights to seniority shall cease upon any of the following:

- Discharge
- Voluntarily quitting
- Leave of absence for a period of more than four months
- Failure of an employee to return to work upon recall within forty-eight hours from the time the Authority sent a notice to return to the employee's last known address appearing on the Authority's records unless excused by the Authority by reason of illness or other reasonable cause
- Absence because of layoffs, disability, or any other reasons for a period equal to the employee's seniority or eighteen months, whichever is less
- Absence without notice for three days

Seniority will not be terminated because of work-related injury

SECTION IV: SENIORITY LIST AND UPDATES

The Authority shall maintain an accurate, up-to-date seniority roster showing each covered employee's date of hire, classification and pay rate and shall furnish copies to the Union upon reasonable request.

SECTION V: SENIORITY TO PREVAIL

In all applications, seniority shall be given preference in promotions, demotions, layoffs and recall, providing the employee has the necessary qualifications, skills and abilities to perform the

work available.

SECTION VI: LAYOFF

RECALL ORDER: Employees on layoff shall be recalled in the inverse order of layoff, providing the employee has the necessary qualifications and skills and abilities to perform the work available. The Authority will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position unless employees on recall refuse to accept the offer of employment or fail to return within forty-eight hours of a written notice to return.

SECTION VII: PERFORMANCE EVALUATION REPORTS

USE-IN PERSONNEL ACTIONS: All promotions, demotions, and dismissals for all covered employees under this Agreement may in part be determined on the basis of the results of the most recent Performance Evaluation Reports, limited to three back years.

ACKNOWLEDGEMENT BY EMPLOYEE: Each written performance evaluation report will be presented to and reviewed with the employee, as it will be made a part of their confidential personnel file. Employees are required to affix their signature to the performance evaluation document. The signature is only an acknowledgement the employee reviewed the performance evaluation. Affixing their signature does not mean that they agree with the contents of the evaluation unless it is specifically indicated in the space provided.

JOB OPENING BIDS: In the event of a job opening or the establishment of a new job classification, the Authority agrees to post a notice of a vacancy for a minimum period of seven calendar days. The Authority will also post a notice upon successfully filling the vacancy within two weeks of the end of the posting period.

TRIAL PERIOD: Existing employees who bid shall be evaluated and may be awarded the new job upon consideration of seniority, qualifications, skills, ability and overall fitness to perform the job. An existing employee awarded the job shall be given a trial period not to exceed sixty calendar days. During this trial period, the employee shall retain his permanent employee status. Newly hired employees appointed to the position shall be considered probationary employees as provided for in this Article.

ARTICLE VI
GENERAL PROVISION

SECTION I: UNION NOTICES AND POSTING

The Employer agrees to make available a bulletin board at the workplace. The bulletin board shall be used for posting notices for Union meetings, elections and returns, appointments to office and recreational or social affairs.

SECTION II: EMERGENCY RECALL

In an emergency, each employee shall be subject to recall for overtime duty. It is each employee's responsibility to cooperate and accept the overtime, when required. An emergency is defined as a period of time when the health, safety and general welfare of the public is in jeopardy. The Authority will have the sole discretion to determine what conditions constitute an emergency. Such determination will not be the subject of the grievance procedure.

SECTION III: SAFETY AND HEALTH

The Authority will make a reasonable effort for the safety and health of its employees.

PHYSICALS AND INOCULATIONS: All collection, electrical/maintenance and plant employees shall submit to physical examinations and inoculations (as needed) as directed by the Authority or the Authority's medical provider in order to insure good health and ability to perform required duties. Laboratory and administrative personnel may request a physical examination. The physical examinations and inoculations will be provided at no cost to the employee.

Physicals will be required at least every two years, but more often if deemed necessary by the Authority or the Authority's medical provider.

SAFETY COMMITTEE: The Authority shall maintain a joint labor management Safety Committee. The Safety Committee shall include the Shop Steward and at least one union member and a designated Safety Committee Member from each department. The Safety Committee shall investigate and correct unsafe acts or conditions and will meet periodically as necessary to review conditions and operations that could impact the health and safety of employees.

The Authority will provide the Shop Steward or an appointed Union Safety Committee member time to investigate safety or health complaints or incidents during working hours at no loss of pay. The investigations will be conducted in cooperation with the Authority so that suggestions can be made to minimize reoccurrence of similar incidents. The investigations will be conducted in a way that does not interfere with the work assignments of others or hinder operations.

SAFETY AND HEALTH EQUIPMENT USAGE MANDATED: The Authority will provide at no cost to the employee appropriate safety and/or health related equipment, tools, gear or clothing deemed necessary for employee protection from the hazards in the workplace. Employees are required to use the appropriate equipment for the hazards present for their own protection. Employees found not using the appropriate safety and/or health related equipment, tools, gear or clothing are subject to disciplinary action.

SECTION IV: ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

An employee shall, within three working days of written request, have an opportunity to review his/her personnel folder in the presence of a designated representative of the Authority to examine any criticisms, recommendations or any performance evaluations or conduct evaluations prepared by the Authority during the term of this Agreement. The employee shall be allowed to submit a written response to address anything contained in the personnel file. The employee response will be placed in the personnel file as a matter of record.

SECTION V: PRE-EXISTING WORK RECORDS

Any pre-existing personnel action records such as commendations, citations, performance evaluation reports, and disciplinary actions, warning notices and/or memoranda, etc., for the past five years shall remain in full force and effect during the term of this agreement.

SECTION VI: EMPLOYEE EQUIPMENT RESPONSIBILITY

Employees are responsible for all issued gear, tools and/or devices, equipment and clothing, and shall replace items lost, stolen or misplaced at their expense.

SECTION VII: MILEAGE ALLOWANCE

Any employee using his/her personal vehicle while on Authority business as authorized by the Executive Director will receive a mileage allowance (as determined by the Internal Revenue Service) per mile.

ARTICLE VII
INSURANCE, RETIREMENT, SEPARATION AND DEATH BENEFITS

SECTION I: MEDICAL INSURANCE

Employees and their immediate family members are eligible for insurance coverage including health, dental, eyeglass and prescription administered by an authorized insurer selected by the Authority. A Summary Plan Description will be provided to all employees at the time of enrollment.

Employees may elect not to be covered by the Authority's health insurance and prescription coverage only. Employees opting out will receive an annual payment at the end of each opt out year. The payment will be paid directly to the employee and is subject to federal and state tax deductions. The employee will receive \$2,500 at the end of the first opt out year and then \$2,400 each year thereafter that they opt out of health insurance and prescription coverage. Each employee must provide documentation to the Authority to prove that they are covered by other health insurance and prescription coverage. If an employee opts out of the health insurance and prescription coverage, he/she will still be covered for the dental, vision and short-term disability insurance offered by the Authority.

The health benefits plan for the employees and their families are identified as Plan A and Plan B.

Plan A is categorized as an HMO type plan. All employees joining the Authority will have the opportunity to be enrolled in this plan.

Plan B is categorized as a PPO type plan and is only available to employees enrolled in it prior to January 1, 2001.

Employees will contribute \$4.00 per week for single coverage and \$8.00 per week for family coverage.

SECTION II: RETIREMENT BENEFITS

The Authority agrees to provide retirement benefits (PERS) in accordance with applicable New Jersey statutes. Under New Jersey law, all employees must enroll in the New Jersey Public Employees Retirement System.

SECTION III. RETIREE HEALTH BENEFIT COVERAGE

Employees with at least thirty years of service to the Authority and who retire for pension purposes may continue to receive paid health insurance coverage provided they are 55 years old at the time of retirement and are not covered by other insurance. Retiree health benefits terminate when the retired employee is eligible for Medicare or dies. Employees receiving retiree health benefits must notify the Authority in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B. The maximum contribution by the Authority for retiree health benefits is \$6,000 per year per retiree.

SECTION IV: PAYMENT FOR UNUSED SICK LEAVE

Upon retirement, an employee shall be reimbursed, at his/her regular base rate of pay for accumulated unused sick leave up to a maximum of fifty percent of the accumulated sick leave. The maximum amount of the reimbursement shall not exceed \$6,000. A retiring employee shall notify the Authority of the intention to retire on or before September 1 of the year prior to the year of retirement.

SECTION V: PAYMENT OF ACCRUED VACATION TIME

Employees retiring or otherwise terminating their employment (except for cause or quitting without proper notice) from the Authority shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the retirement or separation becomes effective as well as any vacation leave accrued from the preceding calendar year.

SECTION VI: PAYMENT OF ACCRUED VACATION TIME AT DEATH

Whenever a permanent employee with accrued vacation leave dies, the Authority shall calculate and pay to the employee's estate a sum of money equal to the product of the earned vacation and the employee's base rate of pay at the time of death.

SECTION VII: UNEMPLOYMENT INSURANCE

The Authority shall contribute to the state mandated unemployment insurance program on behalf of all employees.

SECTION VIII: SHORT TERM DISABILITY

The Authority will provide short-term disability insurance with the coverage of 60% of the employee's weekly earnings rounded to the nearest dollar to a maximum benefit of \$1,000. The Authority reserves the right to change the administrator of the policy without the Union's consent. The waiting period for the disability will be as follows:

Disability because of an accident - NONE

Disability because of sickness - 7 DAYS

The maximum benefit period for accident or sickness is 26 weeks. The Authority will pay 90% of the cost of this insurance and the employee will pay 10%.

SECTION IX. DISABILITY DUE TO PREGNANCY, CHILDBIRTH

An employee will be granted disability leave due to pregnancy, childbirth or recovery, upon application when submitted with a physician's certificate. Unless the employee requesting such leave has sick leave available, leave during the period of disability shall be without pay.

When such disability leave is anticipated, the employee shall make application for leave at least 30 days prior to the date of the commencement and shall specify the beginning and ending dates of the leave.

Disability associated with pregnancy and/or childbirth shall be treated as any other disability and the Employer reserves the right to adjust the leave dates in the event the employee's condition warrants, with the Authority's medical provider certifying that the employee is not fit to continue to perform her duties.

In the event an employee takes an unpaid leave prior to actual disability, the employee shall not be entitled to receive sick leave pay during the period of disability.

No prescribed waiting period will be required prior to an employee returning to work. However, the Authority reserves the right to require a physician's certificate from the employee's physician confirming her capability of returning to work.

SECTION X. CHILD CARE AND ADOPTION LEAVES

Any employee requesting child care leave or adoption leave without pay shall make application for unpaid leave at least 30 days prior to the date of leave, and specifying the date of return.

Failure to return on the date specified without a written request for an extension made at least 30 days prior to termination of the leave shall constitute an abandonment of the employee's position and shall result in termination of employment.

ARTICLE VIII WORK UNIFORMS

SECTION I: INITIAL ISSUE

Uniform services are provided as a benefit to the employees and their families. The intent is to minimize the potential for contamination of the family's clothing from exposure to the soiled uniforms taken home by the employees. Proper clothing shall be worn at all times as required. The Authority shall furnish uniforms to all permanent employees covered by this Agreement with an initial issue as follows:

Collection, Electrical/Maintenance and Plant employees will be supplied with the following:

- o Eleven (11) pairs of pants
- o Eleven (11) button down uniform shirts
- o Three (3) t-shirts
- o Two (2) lightweight jackets
- o One (1) winter parka or one (1) set winter coveralls (employee's choice)
- o One (1) pair safety shoes

Laboratory employees:

- o Five (5) lab coats
- o The Authority will reimburse laboratory employees for three pair of pants in a calendar year to a maximum of \$50 annually upon approval.

The Authority shall pay to cover 60% of the cost for the uniform cleaning and maintenance service. Employees will contribute 40% in the form of a payroll deduction.

The Authority will make an allowance for appropriate safety shoes in the amount of \$100 annually. Employees may submit a request to replace their footwear if they have failed because of wear and tear prior to the end of the one-year period. The Authority will consider each request on a case-by-case base and approve it so long as such request is deemed reasonable.

If an employee desires to make any additions to the uniform issue, he/she does so at his/her own expense.

ARTICLE IX HOURS OF WORK

SECTION I: WORK SCHEDULE POSTING

Work schedules, showing employee shifts, workdays, and hours of work shall be posted at the workplace one month in advance, subject to emergencies. The Authority shall post a sign-up sheet for employees wishing to work voluntary unscheduled or emergency overtime. Employees signing the list will be offered the overtime first, in the order in which it was signed, regardless of seniority. The Authority reserves the right to require employees to work additional time which may be necessary as a result of manpower shortage or emergency.

SECTION II: WORKWEEK AND DUTIES

The normal workweek shall be Thursday through Wednesday for all shifts. It is the intent of the Authority to provide two days off after working five consecutive days in any workweek, but employees shall only be guaranteed one day off after working five consecutive days in any workweek. Employees working in excess of eight consecutive hours per day shall be provided with overtime compensation at time and one-half their regular base rate of pay. In cases of rotating shifts when an employee's work schedule provides for the need to work two non-consecutive eight hour work shifts on any given calendar day in order to effectuate the rotation, this shall be considered two straight time work days and overtime compensation will not be provided.

SECTION III: WORKDAY

Plant Operators shall adhere to the following shift schedule:

First Shift	-	23:00 through 08:00 hours
Second Shift	-	07:00 through 16:00 hours
Third Shift	-	15:00 through 24:00 hours

The Collection and Electrical/Maintenance departments shall adhere to the following schedule:

Second Shift	-	07:00 through 16:00 hours
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The Department Heads for the Collection and Electrical/Maintenance departments will establish a schedule to ensure that coverage is provided in their departments until at least 16:00 hours, Monday through Friday and that pagers are rotated among personnel to allow for response to emergency calls

Laboratory personnel shall work four 10-hour days as determined by the schedule established by the Laboratory Manager.

During the workday, personnel shall be entitled to a one hour lunch period and two fifteen minute rest periods, one in the first half of the shift and one in the second half of the shift at a time designated by their immediate supervisor.

ARTICLE- X HOLIDAYS

SECTION I: ELIGIBILITY

Only permanent and probationary employees are eligible for full holiday pay.

SECTION II: RECOGNIZED HOLIDAYS

Employees are entitled to the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day
12. Either day before or day after Christmas

In order to qualify for holiday pay, employees must work both the scheduled workdays immediately preceding and immediately following the holiday unless an acceptable excused absence is submitted. An employee desiring to switch a holiday for another not listed below, may do so with appropriate written notice to the Department Head and Executive Director. Each request will be considered individually.

SECTION III: CELEBRATION OF SATURDAY AND SUNDAY HOLIDAYS

Holidays falling on a Saturday shall be celebrated on the preceding Friday and holidays falling on a Sunday shall be celebrated on the following Monday.

SECTION IV: WORK ON A HOLIDAY

In the event the actual holiday falls on an employee's regular scheduled workday and the employee cannot be given off, the employee shall be paid at eight hours pay for the holiday and one and one-half times the regular rate for hours worked. There shall be no compensatory time off for holidays worked.

SECTION V: HOLIDAY DURING VACATION PERIOD

In the event a holiday falls within an employee's vacation period, the holiday will not be charged against the employee's vacation time.

SECTION VI: HOLIDAY DURING PAID SICK LEAVE

Whenever a holiday falls during the time an employee is on paid sick leave, the holiday will not be charged against the employee's sick leave.

SECTION VII. HOLIDAY DURING NON-PAID LEAVE

Employees who are on leave of absence without pay will not be eligible for holiday pay.

SECTION VIII. HOLIDAY ON UNSCHEDULED WORK DAY

In the event a holiday falls on an employee's scheduled workday off, the employee shall be paid eight hours at the regular rate.

ARTICLE XI
PAID LEAVES OF ABSENCE

SECTION I: ENTITLEMENT DAYS

Employees having no accumulated sick, vacation or personal days available at the beginning of any calendar year shall be entitled to use up to five of these types of days as of the start of the year. In the event the employee leaves the employment of the Authority for any reason prior to accumulating each of these days, the Authority shall deduct the per diem rate of pay for each day and when the final paycheck is issued.

SECTION II: SICK LEAVE

USAGE FOR APPROVED PURPOSES ONLY: Sick leave should be used only in cases where the employee is ill and unable to work in the discretion of the Authority or in cases of the serious illness of a family member. Any employee utilizing sick leave must notify the Authority at least one hour prior to his/her scheduled starting time. An employee leaving prior to the end of their regular shift because of illness is required to complete a C-9, which must be signed by the immediate supervisor. Failure to comply with these requirements may be cause for disciplinary action.

CARRYOVER: Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed.

PHYSICIAN'S CERTIFICATE: Employees absent on sick leave for three consecutive working days or more than four working days in a two-week period or more than a total of ten working days in any calendar year shall furnish a verification of illness from his/her treating physician regarding their illness and their ability to return to work. If an employee is attending to an immediate family member, a doctor's verification of that individual's illness is required.

ACCRUAL: Permanent full-time employees who successfully complete six months of employment will earn sick leave at the rate of one-half day of sick leave for each month worked during the remainder of the employee's first calendar year of employment. Commencing with the second year of employment, sick leave shall be earned by permanent full-time employees as follows:

Employment	Sick Leave Accrual Rate
2nd year	One day per month to a maximum of seven days
3rd year	One day per month to a maximum of eight days
4th year	One day per month to a maximum of nine days
5th year	One day per month to a maximum of ten days
6th year	One day per month to a maximum of eleven days
7th year	One day per month to a maximum of twelve days
8th year	One and one-quarter days per month to a maximum of fifteen days

Permanent part-time employees earn sick leave on a prorated basis. Sick leave credits shall continue to accrue while an employee is on any paid leave of absence. Sick leave credits shall not accrue while an employee is on any unpaid leave of absence.

Any employee may, on December 1st of each year, at his/her option, be paid for up to one-half of that year's accumulated sick leave, at 100% of the employee's basic wages with payment to be made on the last day of that calendar year.

SECTION III: PERSONAL DAYS

After completion of six months of employment, full-time employees are eligible for one day of paid personal leave for every four months of calendar year service up to a maximum of three days per year. Following the employee's first anniversary date of employment, three personal days leave per year are available for use as needed.

Personal business shall include attendance at weddings or other related celebrations; attendance in court; personal or legal business matters or family matters which cannot be attended to outside the scheduled work hours; religious holidays or any other urgent reasons.

The leave may be taken in either hourly increments or daily shift increments. Unused personal days shall not accrue from year-to-year and will be forfeited.

An employee must have the permission of his/her immediate supervisor before personal leave may be taken. An employee must submit a written request (C-9) to his/her supervisor at least twenty four-hours in advance of the personal leave. In situations where a personal emergency requires immediate attention, a verbal approval from the immediate supervisor will suffice. When a verbal approval has been granted, a C-9 must be completed and submitted within one week. Personal leave shall not be unreasonably denied.

Employees shall be paid their basic rate of pay for personal days used during their normal workweek. Employees will not be paid more than eight hours for any one-day. Employees are not permitted to use more than a combination of five days advance personal leave or vacation leave.

SECTION IV: BEREAVEMENT LEAVE

Employees are entitled to two paid days leave of absence for each death of a member of an employee's immediate family. Immediate family includes spouse or significant other, child, grandchildren, parent, stepchild, sibling, grandparents, in-laws (father, mother, daughter, son, brother, sister).

SECTION V: RESTORATION CLAUSE

Employees returning from authorized leaves of absence will be restored to their original job classification and shift at the appropriate base rate of pay with no loss of seniority or other employee rights, privileges or benefits.

SECTION VI: DOUBLE PAY PROHIBITED: Payment will be made only for the period that the employee would actually have been working. An employee will either receive the approved paid leave of absence, holiday, vacation, military, jury duty or personal day pay or disability benefit, but not both.

**ARTICLE XII
NON-PAID LEAVES OF ABSENCE**

SECTION I: AUTHORITY'S DISCRETION

All leaves of absence without pay shall be at the discretion of the Authority.

Employees may be granted a personal leave of absence without pay for up to six months at the sole discretion of the Authority. The Authority may in its sole discretion extend an unpaid leave of absence for an additional six months, if such extension is considered in the best interest of the Authority.

An application for a leave of absence shall be made in writing to the attention of the Executive Director. The Authority's permission shall not be unreasonably withheld.

SECTION II: OCCUPATIONAL INJURY

Employees who suffer job related injuries and illness may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. Employees who are disabled because of an occupational injury may be removed from the Authority's payroll system and placed on Worker's Compensation. Employees on Worker's Compensation shall be permitted to use paid sick days until he/she begins to receive Worker's Compensation benefits. If an employee receives Worker's Compensation for days paid under the sick leave policy, the employee shall reimburse the Authority.

SECTION III: MILITARY LEAVE

An employee (other than a temporary employee) who leaves a position with the Authority in order to be inducted in the armed forces of the United States, who completes his term of service satisfactorily and who applies for re-employment within ninety days of the date of discharge will, if still qualified to do the job, be reinstated in employment in accordance with the re-employment rights provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.C.S.C. ss. 2021, et seq.

An employee who is called to extended field training as a member of the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force may be granted up to a 2-week leave of absence from his or her position without loss of pay in a calendar year, provided he/she makes a written request for such leave and provides to the Authority a copy of his or her military orders. Such leave may be extended for up to a total of fifteen working days in a calendar year in the event such military leave is required and not voluntary on the part of the employee, and shall be approved only upon receipt of written military orders.

An employee who is called into a period of service in the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force for longer than two weeks will be placed on leave without pay, provided the employee makes a written request for leave without pay and provides to the Authority a copy of his or her military orders. Upon completion of his or her period of service, the employee will be reinstated in accordance with the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. ss. 2021 et seq.

SECTION V: JURY DUTY

Employees called to jury duty will be granted time off as the court requires. Such absence from work will not be counted against the employee's regular vacation period or sick leave accumulation. The employee will be paid the difference in pay between jury pay and his/her regular pay only from the time required to serve on jury duty. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he/she is to return to work immediately after the lunch period. All requests for jury duty leave must be filed according to Authority policy and are subject to the Authority's right to verification.

SECTION VI: RESTORATION CLAUSE

Employees returning from authorized unpaid leaves of absence will be restored to their original job classification and shift at the appropriate base rate of pay with no loss of seniority or other employee rights, privileges or benefits. Sick, personal, holiday and vacation leave credits shall not accrue during the unpaid period of absence.

**ARTICLE XIII
VACATIONS**

SECTION I: ELIGIBILITY

All full-time employees are eligible for paid vacation leave after satisfactory completion of 90 calendar days of employment and shall accrue vacation leave based upon their years of continuous service. The number of vacation days and when they may be taken depend on the employee's length of employment as outlined in Table 1. Vacation leave may not be taken in excess of the vacation leave accrued.

Vacation need not be taken in consecutive days, but may be divided and/or split and taken at various non-consecutive dates at the convenience of the employee so long as the Authority has sufficient personnel remaining. The employee must request vacation leave at least one week prior to the intended date.

The Authority reserves the right to spread the vacation periods over the full calendar year. Vacations in excess of two consecutive weeks require the prior approval of the Executive Director.

Vacation credits will continue to accrue while an employee is on paid leave. Vacation credits will not accrue while an employee is on a non-paid leave of absence with the exception being for those employees on military leave of less than two weeks.

Conflicting vacation leave requests (same dates requested by two or more employees) will be resolved based on seniority and the needs of the Authority.

SECTION II: CONTINUOUS SERVICE MODIFICATIONS

Periods of time on non-paid leaves of absence, except for military leaves of less than two weeks, shall be deducted from the employee's total continuous service for determining eligibility for vacation leave.

SECTION III: VACATION LEAVE ENTITLEMENT

Vacation pay will be calculated at the employee's hourly rate.

Table 1

LENGTH OF EMPLOYMENT	VACATION ACCRUAL RATE PER WEEK	PAID VACATION ENTITLEMENT
After 6-months	.78 hours per week	5-days
After 1-year – 6-years	1.54 hours per week	10-days
After 6-years – 11-years	2.31 hours per week	15-days
After 11-years – 18-years	3.08 hours per week	20-days
After 18-years and thereafter	3.85 hours per week	25-days

SECTION IV: CARRYOVER

Vacation leave should be taken during the current calendar year. Any unused vacation leave may be carried forward into the next succeeding year only. If these vacation days are not used in the second year, they will be forfeited unless the Authority determines that they cannot be taken because of an insufficient number of employees or other matters detrimental to its operations. In cases where carryover vacation leave cannot be used, the Authority agrees to meet with the employee(s) with the intent at arriving at a mutually acceptable determination.

SECTION V: VACATION REQUESTS

The Authority shall post a notice by January 1st of each year, which will remain posted for a two-week period requesting that employees submit vacation request slips. The Authority shall post a vacation schedule by February 1st of each year giving preferential vacation to the employees who submit requests in accordance with their seniority. Those employees who receive scheduled vacation time in accordance with this paragraph will receive priority over those employees who fail to request a vacation, regardless of seniority.

SECTION VI: VACATION ACCRUAL

Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on non-paid leave except as set forth in Section II of this Article.

ARTICLE XIV
WAGES AND PAY

SECTION I: PAYDAY

Payday shall be established by the Authority and presented to the employees for their information.

SECTION II: WAGES

Each employee covered by this Agreement shall receive the wages as set forth in Appendix B, Appendix C and Appendix D.

SECTION III: DEDUCTIONS

All legal, public employees retirement system (PERS) and other authorized deductions shall be made from each employee's pay.

SECTION IV: VACATION AND PAID LEAVES

Pay for all vacation or paid leave time shall be the employee's regular straight time base rate in effect on the payday immediately preceding the vacation or paid leave period. An employee may receive his/her vacation check prior to taking vacation as long as the Authority receives the written request two weeks prior to the pay.

**ARTICLE XV
ADJUSTMENTS TO BASE WAGES**

SECTION I: OVERTIME PAY RATES

Overtime compensation will be calculated at one and one-half times the employee's regular straight time base rate for each hour worked. For the purpose of overtime compensation, hours worked are computed to the nearest quarter-hour per day.

DAILY: All work performed in excess of eight work hours, with the exception of Laboratory personnel who work four ten hour workdays.

WEEKLY: All work performed in excess of forty work hours.

HOLIDAY RATE: All work performed on a holiday shall be paid for at eight hours pay for the holiday and one and one-half times the regular rate for hours worked. There shall be no compensatory time off for holidays worked.

OVERTIME RATE FOR FOREMEN: The overtime rate for the Department Heads, Plant Shift Foremen, or Assistant Foremen shall be calculated after their respective supervisory add-ons are included in their base rate.

NO PYRAMIDING ALLOWED: There shall be no pyramiding of overtime compensation.

DISTRIBUTION: Overtime opportunities shall be distributed as equally as possible by use of a rotating-cycle among qualified employees. It is understood that nothing in this clause shall require payment for overtime hours not worked.

WORK DAY DEFINED: Sick, vacation and holiday leaves shall be construed as workdays for the purpose of this section.

SECTION II: CALL IN TIME PAY

TWO HOUR MINIMUM: Any employee required to return to work during periods other than his regular scheduled shift, shall be guaranteed two hours pay at the overtime rate unless it is contiguous to the normal work day.

MEETING RATE: Employees required by the Authority to attend meetings outside the regular scheduled work hours shall be compensated at the overtime rate for the actual time needed to attend, unless other provisions are mutually agreed upon.

SECTION III: HIGHER CLASSIFICATION RATE

Employees working in a higher classification of employment other than their own shall be compensated at the rate of the higher classification. The employee shall be guaranteed two hours at the higher rate, regardless of how much less than two hours worked at the higher classification. The Authority must provide written authorization for any work performed at a higher classification.

SECTION IV: PUBLIC WASTEWATER TREATMENT OR COLLECTION SYSTEM LICENSURE

Employees maintaining a license related to the wastewater field will be reimbursed for classes that are required to maintain appropriate Continuing Education Credits (CEUs) or Total Contact Hours (TCHs).

Employees that have or obtain and maintain a Public Wastewater Treatment or Collection System Operator's license will receive additional compensation above their regular base rate as indicated in Table 1.

Class	January 1 st	July 1 st
S-1 or C-1	\$375.00	\$375.00
S-2 or C-2	\$750.00	\$750.00
S-3 or C-3	\$1,125.00	\$1,125.00
S-4 or C-4	\$1,500.00	\$1,500.00

Holders of more than one class of license or grade within a specific class shall be compensated for the highest-grade license.

SECTION V: STAND-BY TIME

Any employee required to carry a pager and be on stand-by shall be compensated through an adjustment in his/her salary of one hour per day to a maximum of seven hours base pay per week. The Authority will provide the laboratory with a pager for Stream Sampling Rain Events. The laboratory employee assigned to wear the pager will be compensated at one hour per event. The Authority retains the sole discretion to designate employees to carry pagers.

Employees carrying pagers are expected to answer all pages in a timely manner. Repeated failure to answer pages may result in disciplinary action.

SECTION VI: COMMERCIAL DRIVERS LICENSE

Employees hired by the Authority may be required to obtain a commercial drivers license with tanker endorsement (CDL/TE). Collection system operators must obtain a CDL/TE within six months from the date of hire.

Plant operators and collection system operators wishing to progress to a Grade IV must obtain and maintain a CDL/TE.

SECTION VII: EDUCATION REIMBURSEMENT

Employees furthering their education by taking courses that would be beneficial to both the Authority and employee may request 100% tuition and required books reimbursement for the course(s). All requests must be made through the employee's supervisor to the Executive Director prior to enrolling in the course. The amount to be reimbursed will be worked out with the Executive Director when the known cost is made-available and will be paid when the employee shows proof of a grade of "C+" or better.

By accepting the reimbursement, the employee agrees to remain employed by the Authority for a minimum of one year after the dates of reimbursement. An employee terminating his/her employment within one year of receiving the reimbursement will be required to return to the Authority a proportionate share of the reimbursement as determined by the Executive Director.

Employees will receive a salary increase of two and one-half percent over their present base salary upon completion of 24 hours of college level or college level technical training courses

related to the wastewater field that must be both beneficial to the Authority and the employee. This does not pertain to courses attended for renewal of current licenses.

To receive credit toward the 24 credit hour requirements an employee must request approval of the course through the employee's supervisor to the Executive Director prior to enrolling in the course.

ARTICLE XVI
GRIEVANCE AND DISPUTES

Any grievance or dispute, which may arise between the parties, involving the application, meaning, interpretation or alleged violations of the terms and conditions of this Agreement, shall be settled in the following manner:

- STEP 1 - The Union Steward, with the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five working days of the date of the occurrence of the grievance. The supervisor shall attempt to address the matter and respond to the steward within five working days. If the grievance or dispute is not taken up in accordance with this provision within five working days of its occurrence, it shall be deemed abandoned.
- STEP 2 - If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing by the Union Steward to the Superintendent within five days after the immediate Supervisor's response is received and/or due. The Superintendent or his designee shall respond in writing to the Union Steward within five working days.
- STEP 3 - If the grievance still remains unadjusted, it shall be presented by the President of the union, or designated representative, to the Executive Director, in writing within seven days after the response of the Superintendent is received and/or due. The Executive Director shall meet with all parties involved within seven days and shall render a decision in writing within twelve days following such meeting.
- STEP 4 - If the grievance still remains unadjusted, it shall be presented to the Authority Board in writing, within seven days after the Executive Director's response is received and/or due. If the grievance is not presented, in writing, in accordance with this stipulation within seven days, it shall be deemed abandoned. The decision of the Authority Board shall be in writing and shall be rendered within forty-five days and such decision shall be final.

An employee is entitled to a representative of his choosing, at his cost, at each and every step.

ARTICLE XVII
TERM OF CONTRACT

SECTION I: TERM OF CONTRACT

This agreement shall become effective upon the signing of both parties and shall remain in full force and effect until midnight on December 31, 2006. Negotiations for a new contract shall be commenced on or about September 1, 2006 by notice by either party.

SECTION II. SEVERABILITY AND SAVINGS

If any provision of this Agreement is held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by tribunal pending final determination as to its validity, such provision shall be inoperative and all other provisions of this Agreement shall not be affected and shall continue in full force and effect.

SECTION III: REOPENER CLAUSE

If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

IN WITNESS WHEREOF, we have hereunder set our hands and seal the date and year first hereinabove written

Jean D. Nylor
Witness

MOUNT HOLLY MUNICIPAL UTILITIES
AUTHORITY

By: [Signature]

Deus Weber

CONSTRUCTION & GENERAL LABORERS'
UNION LOCAL #172 OF SOUTH JERSEY

By: [Signature]

APPENDIX A

Effective January 1, 2004, 2005, and 2006 all employees covered by this Agreement shall receive a wage increase as indicated in Appendix B, C, and D.

All employees will also receive the following length of service bonus payments in December:

1 st year up to completion of 2 nd year	- \$50.00
2 through 5 completed years	- 1% of yearly base salary
6 through 10 completed years	- 1.5% of yearly base salary
11 through 14 completed years	- 2.5% of yearly base salary
15 through 19 completed years	- 3.5% of yearly base salary
20 through 24 completed years	- 4.5% of yearly base salary
25 years and after	- 5.5% of yearly base salary

In addition to the above, all employees will receive \$20.00 for each completed year of employment with Mount Holly Municipal Utilities Authority in December. These payments will be paid on the second payday in December.

Grade requirements must be met pursuant to job descriptions filed with the Authority and Union. If a Plant Operator is required to work in a Grade Level below his/her current permanent Grade Level, the Plant Operator will continue to be paid at their current Grade Level.

An employee called in to work in the Plant for a shift, which has a shift differential shall be paid the shift differential for the time worked on that shift.

Benefit hours (vacation, personal, sick, etc.) are paid at the Base Rate + Supervisory add-on only.

ADD-ONS - Supervision	Per Hour
Department Head (Plant, Collection, Instrument/Electrical, Mechanical Maintenance and Laboratory)	\$2.00
Plant Shift Foreman	\$1.00
Assistant Foreman	\$0.50
ADD-ONS - Shift Differential	
3 p.m. - 12 a.m.	\$0.60
11 p.m. - 8 a.m.	\$0.85
Saturday/Sunday - 7 a.m. - 4 p.m. shift	\$0.60

Appendix B - EFFECTIVE JANUARY 1, 2004

Grade	Collection Operator	Plant Operator	Mechanical Maintenance	Instrument/Electrical Technician	Laboratory Technician
I	12.09	12.09	13.12	13.12	14.01
II	14.16	14.16	16.35	17.72	16.79
III	14.78	14.78	17.70	19.79	18.22
IV	15.19	15.19	19.15	20.74	20.00
V	15.75	15.75	25.92	25.92	21.98
VI	16.35	16.35			
VII	19.02	19.02			
VIII	24.09	24.09			

Appendix C - EFFECTIVE JANUARY 1, 2005

Grade	Collection Operator	Plant Operator	Mechanical Maintenance	Instrument/Electrical Technician	Laboratory Technician
I	12.51	12.51	13.58	13.58	14.50
II	14.65	14.65	16.93	18.34	17.38
III	15.30	15.30	18.32	20.48	18.85
IV	15.73	15.73	19.82	21.47	20.70
V	16.30	16.30	26.82	26.82	22.75
VI	16.93	16.93			
VII	19.69	19.69			
VIII	24.94	24.94			

Appendix D - EFFECTIVE JANUARY 1, 2006

Grade	Collection Operator	Plant Operator	Mechanical Maintenance	Instrument/Electrical Technician	Laboratory Technician
I	12.89	12.89	13.99	13.99	14.94
II	15.09	15.09	17.43	18.89	17.90
III	15.76	15.76	18.87	21.10	19.42
IV	16.20	16.20	20.41	22.11	21.32
V	16.79	16.79	27.63	27.63	23.44
VI	17.43	17.43			
VII	20.28	20.28			
VIII	25.69	25.69			