



Monroe Township

MUNICIPAL UTILITIES AUTHORITY

**MONROE TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**

AND

M.T.M.U.A. BARGAINING UNIT

Effective February 1, 2008 to January 31, 2010

December 18, 2007

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AGREEMENT

Between

MONROE TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

and

MTMUA BARGAINING UNIT

This AGREEMENT is made and entered into between the MONROE TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, hereinafter referred to as the "EMPLOYER" and the MTMUA Bargaining Unit as recognized by N.J.P.E.R.C. hereafter referred to 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.

No changes can be made to this agreement without the mutual agreement of Management and the Bargaining Unit except as expressed in Article XX Section 1.

ARTICLE I

RECOGNITION

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 work and other conditions of employment for all Operators, Laborers and Meter Readers/Installers/Repairmen, employed by the Employer, hereafter referred to as the Unit.

ARTICLE II

NO STRIKES OR LOCKOUTS

Section 1. Bargaining Unit Terms

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. Grievance Procedure

As at will employees 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. Company Terms

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

ARTICLE III

GRIEVANCE AND ARBITRATION PROCEDURE

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 their Foreman and if not resolved moved to the Superintendent then to the General Manager for resolve in step one.

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 Public Employees' Relations Commission (PERC) to submit a panel from which the Arbitrator may be chosen in accordance with the rules and procedures of PERC. 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 by the Bargaining Unit within the time limits provided or not processed to the next step within the time limits provided, shall be considered timed out and therefore resolved by Management. The time limits contained herein may be extended by mutual agreement of the Employer and the Unit.

ARTICLE IV

HOLIDAYS

It is the intention of their contract to follow the Township Holiday schedule. Currently, employees are entitled to the following paid holidays:

- * New Year's Day
 - Martin Luther King's Birthday
 - 1 Floating Holiday
 - President's Day
 - Good Friday
 - Memorial Day
- * Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Election Day
- * Thanksgiving Day
 - Day after Thanksgiving
- * Christmas Day
 - Day After Christmas (when Christmas falls on a Thursday, i.e. in 2008)
 - 1 Floating Holiday

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

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, or a designated Manager.

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.

If an official holiday is observed during an employee's vacation he/she 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's vacation or day's pay must do so prior to vacation.

ARTICLE V

PERSONAL DAYS

Effective February 1 of each year, all employees will be granted four (4) personal days off on approval of the Executive Director or his/her designee, with two days advance notice. One of the four days may be taken in two (2) half day increments. Personal days may not be carried over to the following year. New employees with 0-1 year of service will accrue on third personal day each month.

ARTICLE VI

SENIORITY

Section 1. Terms

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. Layoff

When an employee is to be laid off he shall exercise his MTMUA seniority over employees with lesser MTMUA seniority, provided he/she 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. Seniority

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. Hours of work defined

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

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 Sunday 7:30 a.m. to 4:00 p.m.

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, provided they work more than 40 hours in that pay period. Vacation Days, Holidays, Personal Days, sick time and funeral leave will count toward hours worked in the 40 hour pay period.

One of the employee(s) working on water plant rounds will work Wednesday through Sunday 7:30 a.m. to 4:00 p.m. The Water Superintendent at his discretion may grant permission to adjust the daily schedule. The other employee(s) working on water plant rounds will work Monday through Friday 7:30 p.m. – 4:00 p.m. These assignments will be rotated as determined by the Water Superintendent.

The employee working Saturday and Sunday as part of the regular 40 hour week will be compensated a premium of 10% for the hours worked on Saturday and Sunday.

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 a employee must report back to work after he/she 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 receives 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 call-out 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. Rules

When an employee is entitled to premium 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. Premium Time

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

Double time will be paid for all hours worked on MTMUA official holidays.

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 regularly 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 workweek and worked on Saturday. In the manner, Sunday will be considered the seventh consecutive day worked. In no case will more than double time be paid for any time worked.

Section 4. Shift Work Hours

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 5. Shift Premium

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 (4pm-12am) and a bonus of 10% will be paid for all hours worked on the 3rd shift (12am-8am). Predominant hours scheduled will dictate bonus percent. Actual shift hours can be revised at the employer's discretion.

Section 6. Allocation of Overtime

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. Continuity Clause

If an employee or employees are engaged on a job at the end of the day which will require working beyond regular hours, then they will not be removed from that job just to balance out overtime.

Section 6. Stand-by Pay

Employees who are on stand-by will receive additional compensation per seven-day week as follows:

<u>Effective Date</u>	<u>Rate per 7 day week</u>
2-1-2008	\$ 140.00
2-1-2009	\$ 140.00
2-1-2010	\$ 140.00

Section 7. Callout Screening

Employees on call are expected to screen calls to avoid unnecessarily responding to call-outs which could be handled during the normal workweek or are not the MUA's responsibility. If the on-call employee fails to adequately screen the call, and responds to a call which is either not our responsibility or could have been handled during normal working hours, then the employee will not be entitled to any compensation from the employer for that call-out.

ARTICLE VIII
SICK LEAVE

Effective February 1st of each year, employees are entitled to sick leave that shall be granted on the basis of the twelve (12) days per year. Three (3) of these twelve (12) days may be taken in one-quarter day increments provided three hours advance notice is given.

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, and exposure to contagious disease, or attendance upon a member of the employee's immediate family who is hereby seriously ill and requires the care or attendance of such employee.

For the purpose of this code, member of the immediate family is interpreted as meaning parent, spouse, child, unmarried sister/brother, mother-in-law, father-in-law, grandchildren, grandparents, or a relative or dependent living under the same roof.

Every absence on account of illness or disability in excess of three consecutive days must be certified by a written statement from the attending physician. If chronic absences occur around weekend or holidays, then the Executive Director or a designated Manager can require a Doctor's note for any absences.

The rules that follow apply to the payment of salaries during periods of illness or disability, or regular permanent employees. Temporary employees are not entitled to compensation for such absences.

All permanent employees are allowed twelve (12) sick days leave for each calendar year. If such an employee requires none or only a portion of this allowable sick leave during any calendar year, the amount of this leave not taken accumulates to his/her credit from year to year, and the employee is entitled to the accumulated sick leave with pay if and when needed.

Employees may accrue to a maximum of 260 sick leave days. Full time employees shall be paid 50% of their accumulated sick leave when retired or, in the event of death; this sum shall be paid to their estate. This 50% will be at current rate of pay.

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.

Employees 0-1 years of service will accrue sick days on a monthly basis.

For example:

An employee accrues twelve (12) days and out sick two (2) days; he has the option of either getting paid for three (3) sick days and carrying over seven (7) days or carrying 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.

It shall be the responsibility of the Supervisor to ensure that no employee be allowed to work, when in his/her own opinion, the employee is endangering the health and well being of the other employees. The Supervisor may direct the employee to take his/her normal sick leave. If there is any question in mind, he may direct the employee to the Authority physician for an opinion. The Authority will pay the cost of the physician.

Sick leave with pay will not be allowed under the following conditions: (a) If the

employee, when under medical care, fails to carry out the orders of the attending physician. (b) If, in the opinion of the Authority physician, the employee is ill of disabled because of self-imposed causes or actions caused by bad habits. (c) If, in the opinion of the Authority physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty. (d) If an employee does not cooperate with the Authority physician and permit examination at the Authority's convenience relative to his return to Authority work.

Sick leave cannot be allowed for such things as ordinary are dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time, without prior approval from his/her supervisor.

Sick time may not be charged on the day before or after a holiday without the approval of the Executive Director or a designated Manager.

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

Employees may be granted a personal leave of absence for up to one year without affecting the employee's service continuity at the sole discretion of the Executive Director if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, the Executive Director may extend a leave of absence for an additional six months, if such extension is considered in the best interests of the MTMUA.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. Refer to the NJ State Health Benefits Program. A personal leave is granted with the understanding that the employee intends to return to work for the MTMUA. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

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 unless employee so elects.

ARTICLE XI

JOB VACANCIES

Section 1. Posting of Jobs

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 the job. Ability and qualifications being acceptable, seniority shall be the determining factor.

Section 2. Temporary Assignments

All employees within the Bargaining Unit at the direction of management can perform the duties of any position with no effect on their compensation.

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 thirty (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 Representative of any questions concerning the safety or unsafe conditions which he will bring to the attention of the Employer. The Unit Safety Representative, the Administrative Officer and a Superintendent will meet periodically, at least once every three months, to discuss safety questions and conditions.

The Employer has established a Drug and Alcohol Testing Policy which may be amended from time to time. Both parties will acknowledge this policy and agree to abide by it.

ARTICLE XIV

FUNERAL LEAVE

Employees are entitled to 4 paid days leave of absence for each death of an employee's immediate relative. Bereavement Leave shall not extend beyond 6 consecutive calendar days immediately following the death or funeral of a family member.

"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.

ARTICLE XV

JURY DUTY

An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the difference between any payment received for jury duty and the employee's regular salary.

ARTICLE XVI
COMPENSATION

Section 1. Wages

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 Superintendents and Executive Director.

On an annual basis, the Executive Director with the advice of the Superintendents will review the performance of each individual employee 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 the end of the year. The end of year evaluation shall be given to the employee by February 1st.

Effective February 1, 2008, with the signing of this agreement, Bargaining Unit Employees will receive wage increases effective February 1st of each year of this agreement. Wage increases will be applied to the employee's current base wage rates. All increases will be distributed effective February 1st, of each year under the terms of the three (3) year contract agreement as illustrated in the table below:

Annual Compensation Table

<u>Date</u>	<u>COLA</u>	<u>Merit Increase</u>	<u>Total Increase</u>
2-1-2008	2.25%	2.0%	4.25%
2-1-2009	2.25%	2.0%	4.25%
2-1-2010	2.25%	2.0%	4.25%

In the event the COLA rises above 4.25% based upon Bureau of Labor Statistics CPI all items New York-Northern NJ-Long Island (NY-NJ-CT-PA) information available on 2/1/09 and 2/1/10, the COLA increase over 4.25% will be awarded.

Section 2. License Incentive Plan

No new Sewage Treatment licenses will be included under this plan. However, "S" and "T2" licenses held by employees of the MTMUA prior to February 1, 1993 will be "grand fathered".

The License Incentive Plan will be continued as follows:

On February 1 of each year, employees with licenses required of the Authority by N.J.D.E.P.E. (i.e. T, W, and C) will be given a lump sum monetary incentive as follows:

Level #1 License	\$375.00
Level #2 License	\$625.00
Level #3 License	\$925.00

Section 3. Commercial Driver's License

A New Jersey State commercial driver's license is required for all employees. If an employee does not obtain a CDL license within 6 months of employ, his employment will be terminated. The Authority will pay the cost of the initial license and of license renewal and required physicals. Loss of a CDL due to physical impairment will not result in loss of employment provided the employee follows all doctor's recommendations.

Effective 2/1/99, an employee with a Class "A" CDL will receive an annual incentive of \$500 to be paid the first week of December each year.

Section 4. Longevity Plan

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

<u>Service</u>	<u>Incentive Pay</u>
5 years	2% annual pay + \$500.00
10 years	3% annual pay + \$750.00
15 years	4% annual pay + \$1,000.00
20 years	4% annual pay + \$1,500.00
25 years	4% annual pay + \$2,000.00

note: Those employees with 20 or more years of service may at their discretion opt to have longevity included into their annual base salary. The additional dollar amounts listed do not include employees in management positions.

ARTICLE XVII

VACATION LEAVE

Notice for vacation must be given to the supervisor at least one week in advance, and must be approved by the Supervisor in advance. All time earned must be used during the fiscal year beginning February 1st and ending January 31st. Up to one (1) week of vacation may be held over, after obtaining permission from the Executive Director. An employee who becomes sick during vacation still charges vacation not sick time.

If any official holiday occurs during an employee's vacation, he/she shall be entitled to an addition day in lieu of the holiday.

Vacation is an accrued benefit based on the following schedule:

Effective February 1st of each year, each employee shall receive vacation time as follows:

- Between 0-1 years of service 10 Days Vacation (accrued on a monthly basis.)
- Between 1 - 5 years of Service 10 Days Vacation
- Between 6 - 10 years of Service 15 Days Vacation
- Between 11 - 20 years of Service 20 Days Vacation
- After 20 years of service 25 Days Vacation

Employees may elect to take up to two weeks vacation on a daily basis.

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

Based on the needs of the business, major holidays denoted with an * designates weeks that up to six (6) Bargaining Unit employees may be granted vacation time off exceeding the normal 20% requirement (i.e. no more than 20% of the employees on the water duty list and/or no more than 20% of the employees on the sewer duty list may be scheduled off at the same time).

ARTICLE XVIII
DISCIPLINARY CODE

All employees are expected to meet the MTMUA's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance. The process should encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the MTMUA's policies and procedures and other disciplinary problems.

Should a supervisor believe that an employee is not conforming to the MTMUA's policies and rules or to specific instructions, or has acted improperly, the supervisor will first privately discuss the matter with the employee to obtain the employee's view. If the supervisor determines that the employee has acted improperly, the supervisor shall take disciplinary action as follows:

- A. This is a list of some of the offenses which will result 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. This is a list of some of the offenses which will result in suspension followed by termination:
- 1) Refusal to perform duties (insubordination) 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 emergencies:
1st written reprimand 2nd 3 day suspension 3rd termination
 - 3) Misuse of company property or equipment:
1st written reprimand 2nd 3 day suspension 3rd termination
 - 4) Non-performance of duties:
1st written reprimand 2nd 3 day suspension 3rd termination
 - 5) Unauthorized use of company equipment for personal use:
1st written reprimand 2nd 3 day suspension 3rd termination
- C. Continuous offenses or violation of the Personnel Code will result in a verbal warning, written reprimand, suspension, and termination:

1) Unexcused absence, tardiness, extension of breaks or lunch periods, etc.
1st verbal reprimand 2nd written reprimand 3rd 1 day suspension 4th 3 day suspension 5th termination

2) Failure to follow safety practices or use approved safety equipment:
1st verbal reprimand 2nd written reprimand 3rd 1 day suspension 4th 3 day suspension 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.

ARTICLE XIX **GENERAL PROVISIONS**

Section 1. Insurance

On completion of 90 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 90 days employment each employee, his spouse and eligible children will be covered by either the New Jersey State Health Benefits Program or such plan as the Employer and Employees may agree upon.

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

On completion of ninety (90) 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. Any substantial cost increases as determined by the Authority can result in a reopening of the contract to address such increases on an annual basis.

Section 4. Voluntary Removal from Hospitalization Plan

If an “eligible” employee "opts" during any year to voluntarily remove themselves from hospitalization coverage, then 50% of the premium savings will be returned to the employee. Eligible is defined as an employee who is eligible to, and does enroll in another health care coverage. State regulations require that you are covered by a plan. Revised 1-12-06

Section 5. 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 coveralls, summer
1 hoodie	1 coveralls, winter

Any clothing previously distributed is and remains the property of the MTMUA 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 6. Safety Shoes

The Employer will reimburse up to \$150.00 (based on a paid receipt) each year towards the purchase of prescribed safety shoes and shoe accessories for each employee in the Bargaining Unit. Safety shoes are required at all times an employee is working.

Section 7. 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 8. Annual Tuberculosis Test

Each employee in the bargaining unit may undergo a tuberculosis test during the month of January each year, the cost to be borne by the Employer. If the employee fails to have the test results completed in a timely fashion, he/she will bear the cost of the test.

Section 9. Probation

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

Section 10. 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 11. 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 12. Volunteer Fireman Policy

The Authority adopts a policy for its employees who are volunteer firemen. If a call is received, 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 be dropped off. The employee must notify his supervisor prior to leaving the job. Under no circumstances will an employee leave a confined space entry procedure in progress.

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

DURATION

This Agreement shall become effective on the first day of February 2008 and shall remain in full force and effect until midnight January 31, 2010 and shall renew itself for three 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: _____

MTMUA BARGAINING UNIT

N. Bumbico _____
T. Busco _____
F. Delfonzo _____
M. Dipierro _____
B. Horne _____
D. Eick _____
J. Fisler _____
J. Giampietro _____
B. Hutchins _____
T. Miluszewski _____
K. Niwore _____
G. Tolmachewich _____
B. Suchcicki _____
C. Vogt _____
R. Carlson _____
M. Weed _____

**MONROE TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**

Signed:
Chairman
Alan Binaghi _____

Attest:
Executive Director
Michael A. Rogers _____

Date: _____

Note: copy with original signatures on file in the official MTMUA Minute Book.