

COLLECTIVELY NEGOTIATED CONTRACT

BETWEEN

**WILLINGBORO MUNICIPAL
UTILITIES AUTHORITY**

AND

TEAMSTERS LOCAL 676

FOR THE PERIOD

**JANUARY 1, 2011 THROUGH
DECEMBER 31, 2014**

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PREAMBLE

This Agreement entered into this day of February, 2011, by and between the Willingboro Municipal Utilities Authority in the County of Burlington, a Municipal Corporation of the State of New Jersey, hereinafter called the "Utility" and Teamsters Local No. 676, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the WMUA and the Union.

ARTICLE I RECOGNITION

A. The Utility recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all regular full-time blue collar hourly employees employed by the Utility but excluding all craft workers, managerial executives, clerical workers, confidential employees, professional, police, supervisors within the meaning of the Act, and all other employees of the Utility.

ARTICLE 2

MANAGEMENT RIGHTS

A. The utility hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (1) The executive management and legislative and administrative control of the Utility, its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Utility, in its sole exercise of discretion.
- (2) To make or modify rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- (3) The right of management to make, maintain and amend such reasonable rules and regulations as it may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Utility or any Department after advance notice thereof to the employees and to require compliance by the employees is recognized.
- (4) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
- (5) To suspend, demote, reprimand, discharge or take any other appropriate disciplinary action against any employee as necessary.
- (6) To lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- (7) The Utility reserves the right, with regard to all other conditions of employment not reserved hereby, to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Utility.
- (8) To establish any new job classifications and job content and qualifications.

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- (9) To change, combine or establish and schedule the working hours of employees with reasonable notice.
- (10) To change the job content and duties of any classification.
- (11) To determine the work performance levels and standards of performance of the employees.
- (12) To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance.
- (13) To change, modify or promulgate reasonable rules and regulations.
- (14) To assign work as it determines will benefit-the Authority and/or the public it serves; and
- (15) To subcontract services to the extent that such subcontracting has been held to be a management prerogative in the Matter of **Local 195, IFPTE, AFL-CIO v. State of New Jersey**, 176 NJ Super 85 (App. Div. 1980).

B. Nothing contained herein shall be construed to deny or restrict the Utility in its exclusive right to administer the Utility and control the work of its personnel, nor to deny or restrict the Utility in any of its rights, responsibilities and authority under N.J.S.A. 40A:14B, the Municipal Utility Authority Law, or any other national, state, county, local laws or ordinances, or rules or regulations of the Utility whether currently or subsequently promulgated.

ARTICLE 3 GRIEVANCE PROCEDURE

A. DEFINITIONS

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

B. PURPOSE

The purpose of this grievance procedure is to secure a solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his/her grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term grievance as herein provided.

C. PROCEDURE

1. Step One - Superintendent

- (a) The grievant must file his/her grievance in writing with his/her Department Superintendent within five (5) days of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward by the grievant.
- (b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the Shop Steward. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Utility representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses

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the grievant intends to present, and the specific contract provisions, if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Utility and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Utility.

(c) Once a grievance comporting with all the foregoing requirements is timely filed, the Superintendent shall investigate the grievance and render a written response, which shall be given to the grievant within five (5) days from receipt of the grievance.

2. Step Two - Executive Director

(a) In the event the grievance is not resolved to the grievant's satisfaction at Step one or in the event the Superintendent has not served a timely written response at Step One, then within five (5) days after the supervisor response date set forth in Step One has expired, the grievant may present the written grievance and any written response (s) received at Step One to the Executive Director of the Utility or the Executive Director's designee.

(b) Upon receipt of the grievance by the Executive Director or the Executive Director's designee, the Procedures set forth in Step one shall be followed except that the meeting date period shall be ten (10) days and the response period shall be twenty (20) days.

(c) With respect to grievances not involving the express terms of this Agreement, the decision of the Executive Director or the Executive Director's designee shall be final and binding upon the parties.

3. Step Three - Arbitration

(a) If the grievant is dissatisfied with the Utility's decision of a grievance which was properly brought to Step Two, the Business Agent only, shall have the authority to request the assignment of an arbitrator pursuant to the rules of the Public Employment Relations Commission.

(b) The decision of the arbitrator shall be advisory in nature only, except if and when the Utility has rejected two consecutive adverse arbitration awards the next one arbitration award shall be binding, to the extent that is lawful, upon the parties.

(c) Failure to appeal the Step Two decision within five (5) days of the receipt of the Executive Director's decision shall affirm the decision at level two.

D. The foregoing grievance procedure constitutes the sole and exclusive method for resolving any and all disputes which arise under this Agreement and shall be followed unless expressly waived in a written agreement executed by both parties.

E. No grievance shall be pursued beyond Step Two unless the Business Agent of the Union approves the continued pursuit of said grievance in writing. Said approval must be attached to any appeals beyond Step Two when filed.

F. No matter left to the sole discretion of the Utility shall be subject to review by the grievance procedure.

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G. Discharge or Suspension

- 1) While disciplinary action is recognized as a valid exercise of managerial authority, no employee will be dismissed or suspended other than according to Civil Service rules and regulations. Management must have a legal reason for all dismissals or suspensions.
- 2) All suspensions (those of five (5) days or more for permanent Civil Service Employees) and discharges (for permanent Civil service Employees and those on a working test period) that are reviewable by appeal under Civil Service statutes or rules and regulations shall be solely reviewable under such provisions. All suspensions and discharges, except those which occur prior to the employee's becoming a permanent Civil Service employee shall be solely reviewable by means of this contract's grievance procedure. All discipline prior to the employee becoming a permanent Civil Service employee shall be appealable to the Executive Director and then to the Authority as the final step.
- 3) The Executive Director shall notify the Business Agent of all suspension and discharges.

ARTICLE 4 BULLETIN BOARD

A. The Union may be permitted to use bulletin boards for the posting of notices relating to the meetings and official business of the Union only, which are located at:

- 1) Authority Office
- 2) Sewer Plant
- 3) Water Plant
- 4) Well # 1

B. Only material authorized by the signature of the Department Superintendent or Executive Director shall be permitted to be posted on said bulletin boards. The Utility may remove from the bulletin boards any material which does not conform with the intent of the above provisions of this Article, or from any other place, material of any nature whatsoever.

ARTICLE 5 SHOP STEWARDS

A. The Union must notify in writing to the Executive Director, the names of two (2) Stewards and accredited representatives. No more than one (1) Steward and one (1) alternate from each Department may be designated by the Union.

B. Representatives of the Union who are not employees of the Utility will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters with proper notification to and approval of the appropriate Department Head. In no event shall the Representative interfere with the work of any employee. Approval shall not be unreasonably withheld; however, the Department Head may limit the duration of the meeting as the Department Head sees fit.

C. The Steward or alternate shall not give orders to employees nor countermand orders of supervisory personnel. The concept of work then grieve shall prevail. Further, the Steward shall not be the judge in determining whether a piece of equipment, job or activity is unsafe. However, the Business Agent shall have the right to investigate and determine, during working

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hours, along with management, disputes regarding unsafe equipment. The Business Agent's function is to provide input only to management on safety issues.

D. Any Steward or alternate attempting to give orders to employees or countermand orders of supervisory personnel in violation of Section C of this Article, shall be subject to disciplinary action by the Utility including termination.

ARTICLE 6

NON-DISCRIMINATION

A. The Utility and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political affiliation as prohibited by law.

B. The Utility and the Union agree that all persons covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Utility or the Union against any person because of that person's membership or non-membership or activity or non-activity in the Union.

ARTICLE 7

PROMOTIONS, TRANSFERS AND TEMPORARY TRANSFERS

A. If promotions to a higher labor grade or transfers to another grade are in order, consideration for such promotions or transfers shall be based on ability to perform the work. It is recognized by the parties that the Utility has the sole discretion with respect to promotions and transfers and the criteria therefore.

B. Except in emergency situations, if a vacancy is to be filled through promotion or transfer, notice of the vacancy shall be posted by the Utility on the employee's bulletin board at least two (2) weeks prior to the filling of the vacancy. Any employee wishing to bid for the vacant position shall do so in writing within one (1) week after the posting of the vacancy.

C. In the event that the Utility, in its sole discretion determines that two or more persons are equally qualified for a promotion or transfer, seniority with the Utility will control.

ARTICLE 8

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment) , - work stoppage, slowdown, walkout or other illegal job action against the Utility. The Union agrees that such action would constitute a material breach of this Agreement and be valid and just cause for immediate dismissal.

B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Utility, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order. Furthermore, the Union will

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indemnify and hold harmless the Utility from any loss arising, in full or in part, from a breach of this Article.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Utility in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

D. The Utility agrees that it will not engage in the lockout of any of its employees.

E. It is expressly understood that this clause shall survive the Agreement.

ARTICLE 9

HOURS OF WORK AND OVERTIME

A. The work of the Authority shall be scheduled seven days a week. A normal work week shall consist of forty (40) regularly scheduled hours which may include Saturday and/or Sunday.

B. Part-time employees may be employed at the discretion of the Utility.

C. Overtime shall be paid at the rate of time and one-half for all hours actually worked in excess of forty (40) in any week. Benefit days shall be included for the purpose of calculating entitlement for overtime.

D. Work on a holiday shall be paid at double time the regular hour rate of hours actually worked. This shall be in addition to the eight (8) hours straight time pay for the holiday.

E. In the event any employee is called back or called in, except for an extension of their regularly scheduled shift, at either the beginning or end thereof, the employee shall be guaranteed two (2) hours of work. If the employee is permitted to and chooses to leave before the end of their regular shift when there has been a call back or call in of that employee, the rate of pay for that employee shall be at straight time for the regularly scheduled hours actually worked by that employee. The Utility shall have the right to utilize the employee for the full minimum period; In situations where an employee is called in before the start of the regularly scheduled work day, the employee shall be paid at the rate of one and one-half times his/her regular rate for that time period before the start of his/her regularly scheduled shift and one-half times his/her regular rate of pay for the balance of the two hours guarantee which would be in addition to his/her hourly rate of pay for his/her regularly scheduled shift. In no instance will an employee earn more than one and one-half times his/her regular hourly rate of pay.

F. When practical, employees should receive five (5) calendar days notice of shift change, except where emergency or efficient operation of the Utility indicates otherwise. In those instances, where emergency or efficient operation of the Utility indicate that the five (5) calendar days notice provision is not complied with, the provisions of paragraph E of this Article shall apply for the length of time to bring the actual notice period up to five (5) calendar days.

G. Overtime procedures have been established for the members of the Bargaining Unit and are as follows:

1. Overtime for call-ins are rotated by seniority and total amount of time worked. This list is changed at the beginning of every month.

2. Overtime of any regularly scheduled shift is worked the same as the call in list except this list is used continuously. The only other exception is if someone is called in for a call in and it turns into a regularly scheduled shift then the employee is charged on this list and not on the regular call in list.

3. These overtime procedures are taken care of by the Supervisor. If the supervisor needs employees to fill overtime it is given to the operator for the day. The operator posts the

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overtime on the bulletin board. The supervisor is notified as to which employees are working. This procedure is also used for 1/2 day shifts.

4. If this procedure does not provide the employees required by the supervisor, the employees with the least seniority is required to work.

5. If an operator is on a shift alone and is not relieved by the next operator, the operator must continue to operate until relief is obtained. This provision is to be followed in any emergency situation.

H. Supervisor’s dinner break authority for System Maintenance Repair crew.

1. When System Maintenance Employees are held over for more than four (4) continuous hours of overtime due to emergency work on a water main break, the Supervisor shall have authority to order dinner for the crew.

2. The Supervisor shall have discretion to determine whether the emergency is sufficiently secured to allow for a dinner break, or to keep the crew working on securing the emergency situation.

3. If the repair is completed at or near the approximate conclusion of the four (4) hours, the Supervisor shall have authority to send the employees home rather than have them wait for a dinner break, even though there technically has been overtime work exceeding four (4) continuous hours.

I. Lunch Breaks

1. Reasonable efforts will be made to schedule lunch breaks in the middle of an employee’s shift while assuring the efficient operation of the Authority.

**ARTICLE 10
PAY PERIODS**

A. The pay week shall begin at 12:01 A.M. Saturday and conclude at 12:00 Midnight Friday.

B. Pay checks will normally be issued bi-weekly on the Thursday following the end of the pay week unless the efficient operation of the Utility indicates otherwise.

**ARTICLE 11
SALARIES AND OVERTIME**

A. Base wage

The base wage increase for employees where the matrix is not applicable is 1.5% for 2011.

The base wage increase for 2012 through 2014 shall increase by 1% plus 50% of the CPI. The CPI shall be computed from the preceding 12 months as determined by US Bureau of Labor Statistics (all urban consumers, northeast urban).

The following matrix will be utilized to determine the wages of new employees from date of hire through their fourth year of employment.

laborer	INCREMENT	2011	2012	2013	2014
	A six month	\$14.50	\$14.52	\$14.54	\$14.57
	B first year	\$14.79	\$14.81	\$14.83	\$14.86
	C second year	\$15.09	\$15.11	\$15.13	\$15.15
	D third year	\$15.39	\$15.41	\$15.43	\$15.46

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	E fourth year	\$15.70	\$15.72	\$15.74	\$15.77
all other titles	INCREMENT	2011	2012	2013	2014
	A six month	\$17.00	\$17.03	\$17.05	\$17.08
	B first year	\$17.34	\$17.37	\$17.39	\$17.42
	C second year	\$17.69	\$17.71	\$17.74	\$17.77
	D third year	\$18.04	\$18.07	\$18.09	\$18.12
	E fourth year	\$18.40	\$18.43	\$18.46	\$18.48

The Utility reserves the right to place individuals on the matrix based upon multiple factors including, but not limited to, prior experience and expertise.

Current employees with five or less years of service with the utility as of January 1, 2011 are eligible for placement onto the matrix in lieu of receiving the 1.5% base wage increase.

A one time adjustment in base wages is applicable to the following individuals beginning January 1, 2011.

	position	hire date	2011 anniversary	proposed base wage
Bennett	Laborer	Aug-07	4	\$15.70
Blaum	Asst. water treatment plt. oper	Feb-07	4	\$16.96
Ercol Jr.	Labor	Jun-09	2	\$15.09
Ercol Sr.	Asst. Sewer treatment plt. oper	Mar-07	4	\$17.48
Lallo	Asst. water treatment plt. oper	Aug-07	4	\$17.47

The 2011 base wage adjustments for the above employees (Bennett, Blaum, Ercol Jr., Ercol Sr. and Lallo) will be set using the table above. Employees below the rates stated in the matrix will receive wage increases in accordance with the matrix for 2011 at their anniversary date. Ercol Jr. will have wages in accordance with either the matrix or the negotiated percentage increase (whichever is higher) for 2012 and 2013.

B. Shift Differential

- 1) Employees assigned to a second shift and earning the base hourly rate of pay during such assignment will receive an additional seventy-five cents (\$.75) per hour for each hour of such assignment.
- 2) Employees assigned to a third shift and earning the base hourly rate of pay during such assignment will receive an additional ninety (\$.90) cents per hour for each hour of such assignment.]

C. Overtime, Holiday, and Weekend Pay

1. Overtime pay shall be at the rate of one and one-half (1 1/2) times the individual's base hourly rate of pay. Overtime shall only be for those hours worked in excess of forty (40) hours during a given work week. For the purpose of calculating overtime, a paid

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benefit day provided under this contract shall be counted towards the forty (40) hour requirements provided herein. No other paid overtime is provided for by this contract.

2. Pay for the specifically named general observed holidays in Article 17 shall be at double time plus the holiday. For those employees who are scheduled for and actually work the holiday, for the hours that employee actually works.

3. If an employee is scheduled off on a generally observed holiday specifically named in Article 17, the employee shall be entitled to another day off in the same work week as the holiday.

4. An employee who works a regularly scheduled shift on a Saturday or Sunday shall receive an hourly rate of weekend differential premium pay being time and a quarter of the employee's regular hourly rate of pay for all time actually worked on the shift.

5. Overtime worked on a Saturday or Sunday after the completion of a regularly scheduled shift shall be paid at time and a half of the employee's regular hourly rate of pay.

6. There shall be no combining or stacking of premium rates of pay under any provision of this contract.

D. Senior and Supervisory Positions

1. In exercise of the Authority's managerial prerogative to modify its organizational structure, during the 1985-88 contract the Authority created Senior and Supervising positions. 2. 2. Since the term of the 1991-94 contract, the parties agreed that the Supervising position should be removed from the unit.

2. The parties negotiated the following salary rates which shall commence with January 1, 2007 and apply to the time during this contract which a unit member shall be appointed to a senior position by the Authority and actually serve therein:

a) Senior position (\$.40) per hour.

3. The above increases shall not be accumulative and shall cease if the unit member's appointment to the position is rescinded by the Authority or the unit member ceases to perform the duties of the position.

4. In order to qualify for promotion to a senior position for which a license may be required by the NJ Department of Personnel, any employee appointed thereto after the effective date of this contract will be required to hold an S-1, C-1 or T-1 and W-1 license(s) issued by NJDEP. The Authority shall have the right to specify which licenses for the positions in respective Departments.

5. Employees who are specifically directed to perform the duties of a "Senior" employee, and which duties are not part of the employee's regular NJ Department of Personnel Title, shall be entitled to twenty-five cents (.25) more per hour during those hours the employee is actually performing the duties for a full work day or more, provided that the employee's qualifications to perform the duties are acceptable to the Authority. Seniority shall prevail in making the selection.

E. Effective January 1, 2007 and thereafter during the term of this contract, in addition to the employee's regular hourly rate, an employee possessing a Commercial Drivers license issued by the NJ Division of Motor Vehicles appropriate to the type of vehicles operated by the Authority shall be entitled to an increase of thirty five cents (\$.45) in hourly rate pay. The Authority will reimburse the licensing fee to the employee upon presentation of the license.

F. License Increases:

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1. Effective January 1, 2007 and thereafter during the term of this contract an employee receiving and holding an S-1, C-1, W-1, or T-1 license issued by the NJDEP shall be entitled to an increase of one dollar twenty five cents (\$1.25) as of January 1, 2010.
2. Additionally, the employee shall be entitled to a twenty-five cents (\$.25) per hour increase in hourly rate for other level licenses issued by the NJDEP that is appropriate to his/her NJ Department of Personnel Title.
3. All payment for license(s) under this contract shall be contingent upon the willingness of the employee to accept Utility assignments and/or transfers, whether within title or out of title, whether within the employee's normal department or not, which utilize or are related to the license(s)
4. Employees who possess and hold an S-1, 2, 3, 4, C-1, 2, 3, 4, W-1, 2, 3, 4, or T-1, 2, 3, 4 licenses not used in their assigned Title shall receive a Forty cent (\$.40) increase in their regular hourly rate of pay for each license effective January 1, 2010.

G. Longevity Payments

Employee employment anniversaries

5th through 10th	\$125
11th through the 15th	\$187
16th through 20th	\$250
20th +	\$600

Longevity payments will be paid in the first payroll of each calendar year. Longevity payments will be based on the employee's prior year anniversary.

H. Backhoe/Front End Loader Operator.

During the term of this contract, a unit member who is assigned by the Utility additional duties of "Backhoe/Front End Loader Operator" shall receive one dollar and fifteen cents (\$1.15) during the life of this contract.

I. The Utility shall have the option of having one or more emergency repair crews in lieu of subcontracting such services. The exercise of this option shall not obligate the Utility to continue the use of an emergency repair crew(s) in lieu of subcontracting such work. The Utility shall have the right to start or cease using the emergency repair crew procedure as determined appropriate for the needs of the Utility. During the times when the Utility has an emergency repair crew, the following procedures shall be utilized:

1. The Utility shall have the right to start or cease using the services of any unit member as part of an emergency repair crew, or to assign to or remove any unit member from an emergency repair crew as it determines to be in the best interest of the Utility.
2. There shall be an 'on-call' periods which commences with the end of the first shift on Friday and continues for one week until the beginning of the first shift on Friday of the following week, for the system maintenance department, and as established and modified for the pollution control and for the water treatment departments.
3. The Utility shall have the right to schedule any emergency repair crew or any pollution control department or water department employee for stand-by duty during any on-call period. The Utility may, in its discretion, establish rotation procedures for such stand-by assignments when the Utility has created more than one emergency repair crews or for any pollution control department or water department employee for assigned to stand-by duty.
4. Compensation for assigned on-call status will be as follows:

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- a) one hundred and ninety dollars (\$190.00) for each completed on call period in 2011;
- b) one hundred and ninety five dollars (\$195.00) for each completed on call period in 2012;
- c) two hundred dollars (\$200.00) for each completed on call period in 2013;
- d) two hundred five dollars (\$205.00) for each completed on call period in 2014;

The on-call sign up system is voluntary. If the does Utility not obtain enough volunteers the Utility reserves the right to assign individuals to the schedule.

5. Each unit member who is assigned to an on call status shall remain ready, willing, and able to immediately respond to any emergency situation concerning the Utility which may develop during that period. It shall be the assigned unit member's responsibility to maintain their individual availability and to be contractible under Utility procedures.

6. For time period of actual call in for emergency services during any on-call time period, the overtime pay procedures in paragraph E of this Article regarding call-ins shall apply.

7. Failure to respond to any call in during an assigned on-call period shall result in forfeiture of stand-by pay for that on-call period. A second or subsequent failure to respond during an assigned on-call period or periods shall result in disciplinary action as determined appropriate by the Utility.

8. It is intended that Section K be interpreted as an integrated portion of the and in accordance with the provisions of the collectively negotiated contract between the Utility and the Union.

9. If an employee is called back to work before 12:01 A.M. and works four or more hours into the next day, the employee may request the use during that day of compensatory time in lieu of overtime pay. Such request shall be given reasonable consideration by the employee's supervisor; however the needs of the Authority shall prevail.

ARTICLE 12 SICK LEAVE

A. Each eligible employee as herein below defined shall be entitled to a yearly maximum of fifteen (15) days of sick leave in the event of illness or otherwise as defined by Civil Service Statute, without loss of pay. Sick days shall be earned at the rate of one and one-quarter (1 1/4) sick days for each full calendar month of employment. Sick leave can be taken only after being earned.

B. Sick leave pay shall be based upon the individual employee's regular straight time daily rate of pay, exclusive of shift premiums, for the day or any part of which the employee is absent for work because of illness.

C. In the event of accident or Illness requiring absence from work, such sick leave benefits shall commence on the first (1st) work day absent.

D. Sick leave may not be granted to an employee until completion of the probationary period.

E. Sick Leave

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Employees who are absent from work for three consecutive scheduled work days or more must submit medical verification of illness for that time period from a physician as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. The expense of the doctor's certificate will be the employee's and not the Utility's. Abuse of sick leave shall be cause for disciplinary action.

F. Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Utility.

G. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required, but not at the Utility's expense. All sick leave provisions shall be in accordance with NJ Dept. of Personnel Statutes and Regulations.

H. The Utility may require that the employee who has been absent because of personal illness, as a condition of the employee's return to duty, be examined, at the expense of the Utility, by a physician designated by the Utility. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize his/her health, the health of other employees, or the public health.

I. All sick leave shall be accumulative. Upon retirement, upon death of the employee or upon termination in good standing after five (5) years consecutive employment, accumulated sick leave shall be paid at fifty percent (50%) of the employee's base daily rate of pay to a maximum of \$15,000. Retirement shall be defined as a cessation of all employment and the eligibility for and receipt of a pension from the State of New Jersey as a result of the employee's employment with the Utility. In the event of the death of the employee, payment shall be made to the employee's estate.

J. During the first year of employment, sick leave shall be earned on a monthly pro-rata basis and can only be taken after earned. After the first full year of employment annual sick leave shall be available on January 1st of the work year, however, if an employee ceases to be employed by the Authority for any reason during a given year, sick leave shall be deducted from their final check to the extent that usage exceeded the employee's accumulated sick leave, if any, and that year's annual sick leave as measured on a monthly pro-rata basis.

K. All sick leave provisions shall be in accordance with the NJ Dept. of Personnel Statutes and Regulations.

ARTICLE 13 MILITARY LEAVE

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

ARTICLE 14 JURY LEAVE

A. A regular full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall be paid by the Utility the difference between the employee's daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions;

COLLECTIVELY NEGOTIATED CONTRACT

1. The employee must notify his/her supervisor immediately upon receipt of a summons for jury services;
 2. The employee has not voluntarily sought jury service;
 3. No employee is attending jury duty during vacation and/or other time off from Utility employment, and;
 4. The employee submits adequate proof of the time served on the duty and the amount received from such services.
- B. If, on any given day, an employee is attending jury duty, and the employee is released by the Court prior to the end of the work day, that employee shall be required to return to work within one (1) hour from release on that day in order to receive pay for that day.

ARTICLE 15 LEAVE OF ABSENCE

- A. Any employee desiring a leave of absence without pay from the Utility shall secure written permission from the Utility with notice to the Union.
- B. Approval of such a leave of absence shall be at the sole discretion of the Utility. Approval shall not be unreasonably withheld.
- C. The maximum leave of absence shall be thirty (30) days, and may be extended for like periods at the sole discretion of the Utility up to a maximum of ninety (90) days.
- D. Permission for extension must be secured from the Utility with notice to the Union.
- E. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Utility at the Utility's sole discretion.
- F. During leaves of absence, the employee shall not be entitled to any salary or fringe benefits paid for by the Utility, provided, however, that if the Utility insurance carriers permit, the employee may be permitted to pay the costs of the continuation of insurance coverage during the leave of absence.
- G. The Union shall hold the Utility harmless from any costs, expenses, claims or awards arising from the application of this Article.
- H. All Leave of Absence procedures shall be in accordance with NJ Dept. of Personnel Statutes and Regulations.

ARTICLE 16 UNION LEAVE

- A. Wherever practicable, meetings between representatives of the Utility and the Union for the negotiation of terms of the agreement shall not be scheduled during working time of affected employees.

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ARTICLE 17 HOLIDAYS & PERSONAL BUSINESS DAYS

A. Employees covered by this Agreement shall be entitled to the following generally observed holidays:

- | | |
|-----------------------------|------------------|
| 1. New Years Day | Labor Day |
| Martin Luther King Birthday | Columbus Day |
| President's Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

2. Christmas Eve and New Years Eve will be observed as half day holidays for all shifts.

3. Other paid holidays to which the members of the Bargaining Unit are entitled are as follows:

A Personal Holiday

A Birthday Holiday to be taken in the calendar month of occurrence with two (2) weeks advanced notice required.

B. Full time employees may be granted three (3) personal business days per year after the first year of continuous employment. These days are non-accumulative and are to be solely for the purpose of conducting personal business such as legal proceedings or similar transactions which cannot be transacted outside of the employee's regular work day.

C. The Utility retains the sole discretion to grant or deny a request for a personal business day.

D. Ordinarily, personal business days will not be granted on a holiday, the day following or preceding such days, or the first or last day of an employee's work week.

E. The Utility may change any employee's work week or shift to avoid the necessity of a personal business leave.

ARTICLE 18 VACATIONS

A. Full time employees covered by this Agreement shall be entitled to vacation leave with pay at their straight time daily rate. This paragraph shall not be interpreted to give more than twelve (12) days vacation in any calendar year during the first (1st) five (5) full years of service; nor more than fifteen (15) days of vacation in any calendar year during the sixth (6th) through the twelfth (12th) year of service inclusive, nor more than eighteen (18) days of vacation during any year of service beginning with the thirteenth (13th) to the twentieth (20th) year and above the twenty-first (21st) year, nor more than twenty (20) days.

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

C. Any employee covered by this Agreement who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement.

D. In the event that an employee is entitled to vacation leave at the time of his or her death, his or her widow or his or her estate shall receive the earned vacation pay.

COLLECTIVELY NEGOTIATED CONTRACT

- E. In the event that an employee is entitled to vacation leave at the time of his/her termination for any other reason, the employee he shall receive payment for any earned vacation as part of his/her final pay.
- F. Vacation may be accumulative, up to a maximum number of days to which the employee was entitled in the prior year.
- G. Vacation schedules shall be subject to the approval of the Executive Director in his/her sole discretion.
- H. Vacation days shall be earned on a monthly pro-rata basis and can only be taken after earned.
- I. Employees who have accumulated vacation days in excess of the amount permitted under this Article, at the time of signing the contract in, 1982, shall not lose those days. However, for the future years, the provisions of this Article shall apply to all employees.
- J. Requests received for vacation prior to April 1st of each calendar year will be decided on the basis of seniority when more than one employee has requested vacation leave for the same period. Requests received after April 1st of each calendar year will be decided on a first-come, first-served basis.
- K. The Authority shall attempt to provide vacation pay checks for blocks of vacation time, which were scheduled at the beginning of the year in full week blocks of vacation time, when an employee finishes his last work day prior to vacation leave. The Authority will not split pay periods and the employee understands that such vacation time pay is in lieu of a paycheck at the end of the pay period involved.

ARTICLE 19 HEALTH BENEFITS

- A. The Utility agrees to continue to provide during the term of this Contract the present benefits of all employees covered by this Contract as follows:
- 1) The New Jersey State Health Benefits Program Blue Cross/Blue Shield and major Medical or approved HMO Plans or PPO Plans including the provisions of Chapter 88, PL of 1974 as amended by Chapter 436, PL 1981. In consideration for the Teamsters Local 676 making concessions in the collective negotiations and modifications to proposals which were initially made by Local 676 for changes to the parties' 1998 to 2001 collectively negotiated contract, the parties hereto have agreed that prior to the Authority being dissolved or stopping operations as an independent authority for any reason whatsoever, the Authority shall deposit in trust a sum of money sufficient on a actuarial basis to fully fund the then current and future costs of all persons who have retired and chosen to accept the provisions of Chapter 88, PL 1974 as amended by Chapter 436, PL 1981.
 - 2) Dental Insurance as currently provided by Delta Dental Plan of NJ or equal.
 - 3) New Jersey State Health Benefits Drug Prescription Plan.
- B. The Authority agrees to reimburse each employee for an amount up to one hundred and twenty five (\$125.00) dollars per year for 2002 and increasing to one hundred and fifty (\$150) beginning in 2004, for the cost of prescription safety eye glass lenses.
- C. The Utility will offer an IRS approved medical savings plan if a majority of employees desire to participate.
- D. The cost of post retirement health insurance and Medicare, Part B shall be shared between the Utility and the employees based upon the following table.

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The employee must meet State eligibility criteria in effect at the time of retirement in order to participate in the SHBP. The employee must have been in the employment of the Utility for at least 10 years prior to their retirement in order to be eligible to have the Utility contribute toward the cost.

STEPS	YEARS OF SERVICE IN PERS AS OF DEC. 31, 2010	UTILITY CONTRIBUTION	EMPLOYEE CONTRIBUTION	HOURS NEEDED TO MOVE UP THE STEPS
5	20 PLUS YEARS	100%	0% * EXCEPT FOR STATE MANDATED CONTRIBUTION	NOT APPLICABLE
4	16 TO 20 YEARS	80%	20%	600 Hrs=1 step
3	10 TO 16 YEARS	65%	35%	733 Hrs=1 step 1466 Hrs=2 steps
2	5 to 10 YEARS	50%	50%	733 Hrs=1 step 1466 Hrs=2 steps 2199 Hrs=3 steps
1	0 to 5 YEARS	20%	80%	733 Hrs=1 step 1466 Hrs=2 steps 2199 Hrs=3 steps
0	NEW HIRES AFTER 12-31-10	0%	100%	NOT ELIGIBLE

Employees may opt to purchase the next higher step (smaller employee contributions) on the table by relinquishing accumulated leave at the time of retirement. Accumulated sick leave may be traded for lesser health insurance contributions. In the final year of employment the employee may also opt to trade accumulated vacation and personal time for greater health insurance contributions by the Utility in accordance with the table above. The employee has the choice of utilizing the accumulated leaves to purchase the next higher step or receiving a cash payment in accordance with existing Utility policy and state laws.

* A minimum contribution of 1.5 % of pension is required by the state of New Jersey.

**ARTICLE 20
SCHOOLING**

A. Where an employee is required by the Utility to go to school for a course reasonably related to the employee's job classification, the employee shall be reimbursed the mileage for commuting to and from schooling equal to the then current US Internal Revenue Service rate,

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tuition and the cost of required course materials, provided that the employee passes the course and submits proof to the employee's Department Head.

B. When an employee receives prior approval from the Utility's Executive Director to attend a school for a course which in this sole discretion of the Executive Director is sufficiently related to the employee's job with the Utility, the employee shall be paid the US Internal Revenue Service mileage rate for commuting to and from schooling, the then current cost of tuition and the required course materials, provided that the employee passes the course and submits proof to the Executive Director.

C. All information on schooling which is approved by the Executive Director will be distributed to each Plant Superintendent and to the Union Steward in each plant who will post the notice on the Union bulletin board.

D. Where an employee undertakes to obtain their water or wastewater operator's license by attending the New Jersey approved training course the Authority will pay for the cost of tuition on behalf of the employee, provided that the employee enters into an agreement with the Authority authorizing the Authority to deduct the cost of tuition from future paychecks if the employee

1. Fails to successfully complete the approved course, or
2. If the employee voluntarily separates from employment within two years of the last day of the training class.

ARTICLE 21 INJURY PAY

A. In the event an employee is injured on the job, the employee shall sustain no loss of pay for the balance of the day and the employee shall go forthwith for medical attention.

B. The injury shall be substantiated by the Utility's doctor or hospital report.

C. the Utility's obligation for payment during any such absence shall be limited to the sick leave provisions of this contract.

D. For the period of disability for which worker's compensation payments are made and during which the employee is medically unable to perform his/her regular job duties or other duties as offered by the Authority, the employee shall receive the worker's compensation insurance payments in lieu of any salary payments by the Utility. However, until the first insurance company check is received by the employee, to the extent that such leave exists for that employee, the employee shall be entitled to use the employee's accumulated sick, vacation and/or personal leave with pay, subject to applicable contractual requirements. Upon receipt, the employee shall sign over to the Utility all insurance company checks for any time period for which paid accumulated sick, vacation and/or personal leave was taken, and said leave shall be reinstated to the employee's credit. It is the parties intent that there be no extra or bonus net compensation resulting from workers' compensation coverage.

ARTICLE 22 UNIFORMS

A. The Authority shall provide and maintain each unit employee with a uniform, which shall be replaced on a fair wear and tear basis.

B. The Authority shall have the final say as to the type, color and quality of the uniforms. The Union shall have an opportunity for input in these decisions.

COLLECTIVELY NEGOTIATED CONTRACT

- C. The respective Department Superintendent shall determine whether or not a specific uniform is in proper condition or has been properly cleaned.
- D. Any employee arriving for his/her work shift without a uniform, or in an unkempt and dirty uniform, or in a uniform in need of repair will be suspended for the balance of the work day at no pay.
- E. Clip on identification badges, furnished by the Authority, must be worn at all times during the work day.
- F. Uniforms, provided by the Utility are only to be worn during work hours. Unauthorized wearing of uniforms is prohibited.
- G. The Utility will reimburse employees \$125 per year for approved work boots that the employee has purchased. Multiple pairs may be purchased if so desired by the employee. All boots must comply with ANSI Z41.1-1991.

ARTICLE 23 SENIORITY

- A. Seniority is defined to mean the accumulated length of continuous service with the Utility, computed from the last date of hire.
- B. An employee's seniority shall not be reached or increased by time lost due to authorized leave of absence or absence for bona-fide illness or injury.
- C. Seniority shall be lost and employment terminated if any of the following occur:
 - 1. Discharge;
 - 2. Resignation;
 - 3. Failure to return promptly upon expiration of authorized leave;
 - 4. Absence for five (5) consecutive working days without leave or notice, and;
 - 5. Engaging in any other employment during a period of leave;
 - 6. Failure to return after recall, or within two (2) years of lay-off.
 - 7. If an employee leaves the bargaining unit for any reason, even though the employee maintains employment with the Utility provided that any employee who is promoted within the Utility shall have through the completion of the Department of Personnel working test period to try out such promotion before losing seniority under this section; also, if the employee returns to the bargaining unit, except prior to the end of said working test period in the event of a promotion, seniority begins from the date of his/her most recent entry into the bargaining unit.
- D. Once each year, during the month of January, the Utility shall compile and submit to the Union in writing, and then shall post on each bulletin board listed in Article 5, a list or lists of seniority as to the Utility, the department and the job classification from the Utility records. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.
- E. After an employee has completed his/her probationary period, the employee shall gain seniority status and his/her seniority on the list shall revert to the first day of his/her probationary period.

ARTICLE 24

COLLECTIVELY NEGOTIATED CONTRACT

TEMPORARY EMPLOYEES AND PROBATIONARY PERIOD

A. Temporary employees and probationary periods shall be solely governed by Civil Service Rules, Regulations, and Statutes.

ARTICLE 25

LAY-OFF AND RECALL

A. Lay-off and recall shall be done in accordance with Civil Service Rules, Regulations and Statutes.

ARTICLE 26

HIRING ADDITIONAL EMPLOYEES

A. The Shop Steward will have the right to notify the Union when any new employees are to be hired to fill positions within the terms of this Agreement.

B. The Union shall have the right to send applicants for the job or jobs, the Utility agrees to interview such applicants and give the same interview consideration to the Union sent applications as is given to applicants from other sources.

C. This provision shall not be deemed to require the Utility to hire Union applicants or to preclude the Utility from hiring employees from other sources.

ARTICLE 27

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, and the parties expressly waive any statutory rights to the contrary.

B. The execution of this Agreement acts to waive any past practice which has not been incorporated herein and the parties expressly agree that no such practices are binding upon the Utility.

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

ARTICLE 28

SAFETY

A. Under no circumstances will an employee be required or assigned to engage in any activity involving unsafe conditions of work or danger to persons or property. The Executive Director or the Executive Director's designee shall have the sole authority to determine what is safe or unsafe.

B. Employees shall immediately report all defects of equipment or unsafe conditions of work in writing to the employee's Department Head.

C. The Utility shall not ask or require an employee to take out equipment that has been previously reported in an unsafe operating condition until same has been approved as being safe by the Executive Director or the Executive Director's designee.

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- D. Any employee involved in an accident shall immediately report, in person, said accident and any physical injury or property damage sustained by the employee or anyone else to the Executive Director or the Executive Director's designee.
- E. When required by the Utility the employee, before going off duty and before starting his/her next shift, shall make out an accident report in writing, on Utility time, on forms furnished by the Utility, and shall turn in all available names and addresses of witnesses to the accident to the Executive Director.
- F. The Utility shall maintain, in good repair, sanitary conditions for its employees, such as toilets and hot and cold running water.
- G. The Utility reserves the right to discipline, up to and including termination, any employee who negligently or deliberately destroyed or rendered useless any Utility or other person's property, or causes an injury to himself or any other employee or person.
- H. The parties agree that current Utility operating practices and procedures, current jobs and current equipment are not dangerous and unsafe.
- I. Employees who are scheduled off work and are required to attend safety meetings or classes conducted by or under the auspices of the Authority shall be paid overtime in accordance with the provisions of Article 9, Section E.

ARTICLE 29 AGENCY SHOP

- A. The Utility agrees that it will deduct any Agency Shop fee, as provided by law, from the salary of any employee according to the following conditions:
1. The Union certifies in writing that the employee is not a dues paying member of the Union.
 2. The Union certifies in writing the current annual dues of the Union.
 3. The Union certifies in writing the percentage of said dues, which according to law, are to be deducted.
 4. The Union executes a save harmless and indemnity agreement with the Utility by which the Union will save the Utility harmless and indemnify the Utility from any costs, expenses, or liability whatsoever, from the Agency Shop fee deduction.
 5. The Union shall provide any such employee with all information, rights and procedures which said employee is entitled to under the law.
 6. Any change in dues shall not be effective for this Article until after the Utility is notified in writing thereof.
- B. The Union agrees that it will make no claims against the Utility for any action or inaction under this Article.

ARTICLE 30 CREDIT UNION

- A. The Authority agrees to make payroll deductions on behalf of the employee for the Teamsters Local 676 Credit Union if the employee has provided the Authority with a signed card so authorizing. Such deductions shall be remitted to the Credit Union on a monthly basis. Once the Authority transmits such deductions, the Authority shall have no liability whatsoever to the employee or the Credit Union

COLLECTIVELY NEGOTIATED CONTRACT

**ARTICLE 31
P.A.C.- D.R.I.V.E
(DEMOCRATIC, REPUBLICAN, INDEPENDENT
VOTER EDUCATION)**

A. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

**ARTICLE 32
SEPARABILITY AND SAVINGS**

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

Do you

**ARTICLE 33
DURATION OF AGREEMENT**

A. This Agreement shall be in full force and effect as of January 1, 2011 and shall remain in effect up to and including December 31, 2014 without any reopening date. All terms are retroactive to January 1, 2011 from date of signing.

B. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Willingboro Municipal Utility Authority, Burlington County, New Jersey on this day of February, 2011.

WILLINGBORO MUNICIPAL
UTILITIES AUTHORITY

TEAMSTERS LOCAL UNION 676

COLLECTIVELY NEGOTIATED CONTRACT