

**AGREEMENT**

**BETWEEN**

**Mount Holly Municipal Utilities Authority**

**AND**

**Mount Holly Municipal Utilities Authority  
Supervisory Unit**

**January 1, 2007 to December 31, 2010**

## **AGREEMENT**

THIS AGREEMENT, made and entered into as of the 14th day of June, 2007, by and between the Mount Holly Municipal Utilities Authority, Burlington County, Mount Holly, New Jersey, (hereinafter referred to as the "Authority"), and Mount Holly Municipal Utilities Authority Supervisors Union, (hereinafter referred to as the "Supervisory Union").

### **ARTICLE I BARGAINING AGREEMENT**

#### **SECTION I: RECOGNITION**

The Authority recognizes the Supervisory Union as the exclusive collective negotiations agent for all regularly employed supervisory employees serving in the following titles:

Collection System Inspector and Supervisor  
Laboratory Manager  
Electrical and Mechanical Maintenance Supervisors  
Plant Operations Supervisors  
Industrial Painter Supervisor

All managerial executives, confidential employees, non-supervisory employees, casual employees, clerical and all other employees of the Authority are excluded from this bargaining unit.

#### **SECTION II: FULLY BARGAINED**

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

**ARTICLE II  
NO STRIKE CLAUSE**

**SECTION I: TREATMENT MANDATED BY STATE AND FEDERAL LAW**

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

**SECTION II: OWNER SUBJECT TO PENALTIES**

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

**SECTION III: WORK STOPPAGES PROHIBITED**

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

## **ARTICLE III COLLECTIVE BARGAINING UNION PROVISIONS**

### **SECTION I: EQUAL TREATMENT**

The Authority and the Supervisory Union agree there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Supervisory Union membership or Supervisory Union activities.

### **SECTION II: SUPERVISORY UNION REPRESENTATIVES AND ACCESS**

**SHOP STEWARD:** The Authority agrees to recognize a maximum of one Shop Steward and one alternate Shop Steward selected by the Supervisory Union. A Shop Steward shall be granted a reasonable amount of time, not to exceed one hour per day and without loss of pay, to interview Supervisory Union employees who have grievances and to discuss the grievance with the appropriate immediate supervisor and/or appropriate representative of the Authority.

**REPRESENTATION FEE:** The Supervisory Union, as of the effective date of this Agreement, has no Union affiliation. If, during the term of this Agreement, the Authority is notified in writing that the Supervisory Union has affiliated with a Union for representation purposes, the following language shall become applicable upon receipt by the Authority of such notice and written confirmation by a majority of the members of the Supervisory Union that Union affiliation has been approved.

The Authority agrees to deduct, in accordance with P. L. 1979, c 477, as it relates to the shop provisions, from the pay of each Supervisory Union employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee in the amount as certified to the Authority by the Union at least thirty days prior to the month in which the deduction of dues is made, commencing as soon as possible after thirty days from the beginning date of employment in a position or from date of rehire.

In such cases, the Authority shall deduct and pay over to the Supervisory Union a representation fee in lieu of dues by payroll deduction from the salaries of all employees covered by this Agreement who are not members of the Supervisory Union. The representation fee in lieu of dues shall not exceed 85% of the regular membership dues and shall be paid over to the Supervisory Union Treasurer by the tenth day of the succeeding month.

The Supervisory Union agrees to establish and maintain a "demand and return" system, whereby supervisors who are required to pay the representation fee in lieu of dues may demand a return of the "pro-rate" share, if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended. The demand and return system shall also provide that supervisors who pay the representation fee in lieu of dues may obtain a review of the amount paid through full and fair proceedings placing the burden of proof on the Supervisory Union. Such proceedings shall provide for an appeal by either the Supervisory Union or the supervisor to the review board established for such purposes in accordance with N.J.S.A. 34:13A-5.5, as amended.

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

### **SECTION III: JOB POSTINGS and PROMOTIONS**

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

If the position is not filled at this time, the Authority will present to the Supervisory Union an explanation and an expected date of the position to be filled.

## **ARTICLE IV MANAGEMENT RIGHTS**

### **SECTION I: MANAGEMENT RIGHTS**

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

The Authority's exercise of its managerial rights, pursuant to this Article or otherwise shall not be subject to submission to the Grievance Procedure of this agreement. The Authority retains all rights not expressly granted to supervisors in this agreement.

### **SECTION II: CONTRACTING WORK**

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

### **SECTION III: CHANGES FOR MODIFICATIONS TO RULES AND REGULATIONS**

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

### **SECTION IV: CLASSIFICATION AND JOB DESCRIPTION**

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

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

### **SECTION V: ESTABLISHMENT OF WORK SCHEDULES**

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

### **SECTION VI: OTHER EMPLOYMENT**

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

Examples of outside employment which may result in a conflict of interest include, but are not limited to: work with a plumbing contractor, local hauler of sludge, septage, etc.; or any work involving hours which

may conflict with a supervisor's work schedule. Failure by the supervisor to advise the Authority of any outside employment may result in disciplinary action.

## **SECTION VII: NO SOLICITATION/NO DISTRIBUTION RULES**

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

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

## **ARTICLE V EMPLOYMENT AND SENIORITY**

### **SECTION I: PROBATIONARY PERIOD**

**PROBATIONARY EMPLOYEES:** An employee promoted to a Supervisory Union position who has at least one year experience with the Authority will serve a probationary period of 60-days. Any individual hired to a Supervisory Union position without prior experience with the Authority will serve a 180-day probationary period. The probationary period is to allow for evaluation of the individual's work performance, attitude and interaction with coworkers. During this period a probationary employee promoted to a Supervisory Union position may be removed from this position anytime without recourse, but shall retain his/her permanent employee status. Those hired without prior experience with the Authority may be terminated from their position without recourse.

### **SECTION II: DEFINITION OF SENIORITY**

Seniority is defined as the length of an employee's continuous service with the Authority. Seniority is established from the supervisor's date of hire. In the case that a supervisor leaves voluntarily and is rehired, only the time away from the Authority will be deducted from the continuous service time.

### **SECTION III: TERMINATION OF SENIORITY**

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

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

Seniority will not be terminated because of work-related injury

### **SECTION IV: SENIORITY LIST AND UPDATES**

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

### **SECTION V: LAYOFF**

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

## **SECTION VI: PERFORMANCE EVALUATION REPORTS**

There shall be a formal written evaluation system and rating of each supervisor completed at least annually.

Evaluations shall be made at least once each year for supervisors. A supervisor must have worked for their immediate supervisor for at least three months before an evaluation can be performed.

**USE IN PERSONNEL ACTIONS:** All promotions, demotions, and dismissals for all covered employees under this Agreement may in part be determined on the basis of the results of the most recent performance evaluation reports.

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

**APPOINTMENT:** Supervisory Union employees who bid for a new Supervisory Union position shall be evaluated and may be awarded the new position upon consideration of seniority, qualifications, skills, ability and overall fitness to perform the position.

## **ARTICLE VI GENERAL PROVISIONS**

### **SECTION I: SUPERVISORY UNION NOTICES AND POSTING**

The Authority agrees to make available a bulletin board at the workplace for use for Supervisory Union notices and business.

### **SECTION II: EMERGENCY RECALL**

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

### **SECTION III: SAFETY AND HEALTH**

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

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

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

**TRAINING:** Ongoing staff development and training activities shall be provided by the Authority.

### **SECTION IV: ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

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

### **SECTION V: PRE-EXISTING WORK RECORDS**

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

### **SECTION VI: EMPLOYEE EQUIPMENT RESPONSIBILITY**

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

### **SECTION VII: MILEAGE ALLOWANCE**

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

**ARTICLE VII  
INSURANCE, RETIREMENT, SEPARATION AND DEATH BENEFITS**

**SECTION I: MEDICAL INSURANCE**

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

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

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

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

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

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

The annual maximum for dental coverage shall be \$2,500.00.

**SECTION II: RETIREMENT NOTIFICATION/BENEFITS**

A retiring supervisor shall notify the Authority of the intention to retire on or before September 1 of the year prior to the year of retirement.

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

**SECTION III: RETIREE HEALTH BENEFIT COVERAGE**

Supervisors with at least thirty years of service to the Authority and who retire for pension purposes may continue to receive paid health insurance coverage provided they are 55 years old at the time of retirement and are not covered by other insurance. Retiree health benefits terminate when the retired supervisor is eligible for Medicare or dies. Supervisors receiving retiree health benefits must notify the Authority in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B. The maximum contribution by the Authority for retiree health benefits is \$7,000 per year per retiree.

**SECTION IV: PAYMENT FOR UNUSED SICK LEAVE**

Upon retirement, a supervisor shall be reimbursed, at his/her regular base rate of pay for accumulated unused sick leave up to a maximum of fifty percent of the accumulated sick leave. The maximum amount of the reimbursement shall not exceed \$7,500.

## **SECTION V: PAYMENT OF ACCRUED VACATION TIME**

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

## **SECTION VI: PAYMENT OF ACCRUED VACATION TIME AT DEATH**

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

## **SECTION VII: PREGNANCY DISABILITY/CHILD CARE AND FAMILY LEAVE**

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

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

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

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

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

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

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

## **ARTICLE VIII WORK UNIFORMS**

### **SECTION I: INITIAL ISSUE**

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

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

- Eleven (11) pairs of pants
- Eleven (11) button down uniform shirts
- Ten (10) t-shirts annually to be laundered by the supervisor
- Two (2) lightweight jackets
- One (1) winter parka or one (1) set winter coveralls (supervisor's choice)
- One (1) pair safety shoes

Laboratory Supervisor:

- Five (5) lab coats
- The Authority will reimburse the Laboratory Supervisor for three pair of pants in a calendar year to a maximum of \$75.00 annually upon approval.

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

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

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

## **ARTICLE IX HOURS OF WORK**

### **SECTION I: HOURS OF WORK**

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

### **SECTION II: WORKWEEK AND DUTIES**

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

Supervisors for the Collection and Electrical/Maintenance departments will establish a schedule to ensure that coverage is provided in their departments until at least 16:00 hours. Monday through Friday and that pagers are rotated among personnel to allow for response to emergency calls.

The Laboratory Manager shall work four 10-hour days at his/her regular base pay. If the Laboratory Manager is required to work in excess of ten consecutive hours per day than he/she shall be provided with overtime compensation at time and one-half his/her regular base rate of pay.

See Appendix "C" for Hours-Of-Work summary.

During the workday, supervisors shall be entitled to a one hour lunch period and two fifteen minute rest periods, one in the first half of the shift and one in the second half of the shift at a time which will not adversely affect the Authority's operations.

### **SECTION III: OVERTIME PAY**

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

### **SECTION IV: HIGHER CLASSIFICATION RATE**

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

**ARTICLE X**  
**HOLIDAYS**

**SECTION I: ELIGIBILITY**

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

**SECTION II: RECOGNIZED HOLIDAYS**

Supervisors are entitled to the following paid holidays:

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

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

**SECTION III: CELEBRATION OF SATURDAY AND SUNDAY HOLIDAYS**

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

**SECTION IV: WORK ON A HOLIDAY**

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

**SECTION V: HOLIDAY DURING VACATION PERIOD**

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

**SECTION VI: HOLIDAY DURING PAID SICK LEAVE**

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

**SECTION VII: HOLIDAY DURING NON-PAID LEAVE**

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

**SECTION VIII: HOLIDAY ON UNSCHEDULED WORK DAY**

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

**ARTICLE XI  
PAID LEAVES OF ABSENCE**

**SECTION I: ENTITLEMENT DAYS**

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

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

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

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

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

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

Sick leave credits shall continue to accrue while a supervisor is on any paid leave of absence. Sick leave credits shall not accrue while a supervisor is on any unpaid leave of absence.

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

**SECTION II: PERSONAL DAYS**

After completion of six months of employment, permanent full-time supervisors are eligible for one day of paid personal leave for every four months of calendar year service up to a maximum of three days per year. Following the supervisor's first anniversary date of employment, three personal days leave per year are available for use as needed. The leave may be taken in ¼ hour increments or daily shift increments. Unused personal days shall not accrue from year-to-year and will be forfeited.

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

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

### **SECTION III: BEREAVEMENT LEAVE**

Supervisors are entitled to a maximum of three paid days leave of absence for death of a supervisor's "immediate relative". "Immediate relative" includes spouse or significant other, child, grandchildren, parent, stepchild, sibling, grandparents, in-laws (father, mother, daughter, son, brother, sister) grandchildren or any person related by blood or marriage residing in a Supervisor's household.

If requested, a supervisor shall be required to present his/her immediate supervisor with proof of death (i.e., copy of death certificate, obituary notice, etc.).

### **SECTION IV: MILITARY LEAVE**

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

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

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

### **SECTION V: RESTORATION CLAUSE**

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

### **SECTION VI: DOUBLE PAY PROHIBITED**

Payment will be made only for the period that the supervisor would actually have been working. A supervisor will either receive the approved paid leave of absence, holiday, vacation, military, jury duty or personal day pay or disability benefit, but not both.

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

**SECTION I: LEAVE OF ABSENCE WITHOUT PAY**

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

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

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

The Authority agrees to be bound by all provisions of the New Jersey Family Leave Act, N.J.S.A. 34:IIB-1 et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L 103-3, February 5, 1993) so long as both acts remain in effect.

## **ARTICLE XIII VACATIONS**

### **SECTION I: VACATION LEAVE WITH PAY**

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

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

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

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

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

### **SECTION II: CONTINUOUS SERVICE MODIFICATIONS**

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

### **SECTION III: VACATION LEAVE ENTITLEMENT**

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

**Table 1**

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

### **SECTION IV: CARRYOVER**

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

### **SECTION V: VACATION REQUESTS**

The Authority shall post a notice by January 1st of each year, which will remain posted for a two-week period requesting that supervisors submit vacation request slips. The Authority shall post a vacation schedule by February 1st of each year giving preferential vacation to the supervisors who submit

requests in accordance with their seniority. Those supervisors who receive scheduled vacation time in accordance with this paragraph will receive priority over those employees who fail to request a vacation, regardless of seniority.

#### **SECTION VI: VACATION ACCRUAL**

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

## **ARTICLE XIV WAGES AND PAY**

### **SECTION I: PAYDAY**

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

### **SECTION II: VOLUNTARY SAVINGS PLANS AND CREDIT UNION FUNDS**

Supervisors may enroll in a voluntary credit union fund.

Applications for enrollment in voluntary savings plans shall be made available through the payroll department.

The Authority shall make direct deposit available to supervisors.

### **SECTION III: DEFERRED COMPENSATION PLAN**

It is understood that the Authority shall implement (or continue) a Deferred Compensation Plan which will permit eligible supervisors in the Supervisory Union to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual supervisor withdraws or otherwise receives such funds as provided in the plan.

It is understood that the Authority shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The Authority shall provide literature describing the plan as well as a required enrollment or other forms to all supervisors when the plan has been established.

### **SECTION IV: WAGES**

Each supervisor covered by this Agreement shall receive the wages as set forth in Appendix B.

### **SECTION V: DEDUCTIONS**

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

### **SECTION VI: VACATION AND PAID LEAVES**

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

**ARTICLE XV  
ADJUSTMENTS TO BASE WAGES**

**SECTION I: “ON-CALL” and CALL-IN PAY**

Any supervisor required to carry a pager and be on stand-by shall be compensated through an adjustment in his/her salary of one hour per day to a maximum of seven hours base pay per week. Supervisors carrying pagers are expected to answer all pages in a timely manner. Repeated failure to answer pages may result in disciplinary action.

Any supervisor required to return to work during periods other than his/her regular scheduled shift, shall be guaranteed two hours pay at the overtime rate so long as he/she works the regular 8-hour shift. This shall not apply when a supervisor requests to come into work during hours other than his/her regular shift.

If a supervisor is called into work after completing his/her normal work week, they shall be guaranteed a minimum of two hours compensation at the overtime rate.

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

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

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

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

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

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

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

**SECTION II: PUBLIC WASTEWATER TREATMENT OR COLLECTION SYSTEM  
LICENSURE**

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

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

**Table I**

<b>Class</b>	<b>January 1<sup>st</sup></b>	<b>July 1<sup>st</sup></b>
S-1 or C-1	\$375.00	\$375.00
S-2 or C-2	\$750.00	\$750.00
S-3 or C-3	\$1,125.00	\$1,125.00
S-4 or C-4	\$1,500.00	\$1,500.00

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

## **EDUCATIONAL BENEFITS**

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

Supervisors approved to take courses shall coordinate their shift schedule with other supervisors, if necessary, to accommodate course schedules, testing and the like. Any requests for changes in shift schedule shall not impact the operations of the Authority and must be submitted in writing in advance to either the Deputy Director for Plant Operations and/or the Operations Manager for review and approval by the Executive Director.

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

Supervisors will receive a salary increase of two and one-half percent over their present base salary upon completion of 24 hours of college level or college level technical training courses related to the wastewater field that must be both beneficial to the Authority and the supervisor. This does not pertain to courses attended for renewal of current licenses.

To receive credit toward the 24 credit hour requirements a supervisor must request approval of the course through the immediate supervisor to the Executive Director prior to enrolling in the course.

## **SECTION III: COMMERCIAL DRIVERS LICENSE**

Supervisors hired by the Authority may be required to obtain a commercial drivers license with tanker endorsement (CDL/TE). Collection System Supervisors must maintain a CDL/TE.

## **ARTICLE XVI GRIEVANCE AND DISPUTES**

### **SECTION I: GRIEVANCE PROCEDURE**

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

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

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

### **SECTION II: DISCIPLINE FOR CAUSE**

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

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

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

- Chronic or excessive absenteeism, lateness or failure to report for work without a legitimate reason
- Neglect, incompetence, insubordination, inefficiency or failure to perform duties or care of the Authority's equipment or vehicles, including leaving the work station without being properly relieved or without permission from a supervisor

- Use of or the attempt to use political influence upon any person or engaging in any form of political activity during working hours
- Conviction of a crime, or off-duty or on-duty conduct unbecoming a public employee
- Willfully interfering with the work performance of other employees and/or supervisors
- Violation of Authority policies, procedures and regulations
- Violation of Federal, State or Authority regulations concerning drug and alcohol use and possession
- Unsatisfactory work performance
- Disorderly conduct, fighting with, threatening, or intimidating other employees and/or supervisors
- Possession of weapons or firearms on Authority property
- Off-duty or on-duty conduct reflecting adversely on the Authority
- Falsification of public records including personnel records, employment applications and time cards
- Sleeping while on duty

**ARTICLE XVII  
TERM OF CONTRACT**

**SECTION I: TERM OF CONTRACT**

This Agreement shall be effective on January 1, 2007 through December 31, 2010 and from year to year. Negotiations for a successor Agreement shall begin not later than one hundred-twenty (120) days prior to the expiration date of this Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until this Agreement is replaced by a new Agreement.

**SECTION II: SEVERABILITY AND SAVINGS**

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement, or any application thereof to any supervisor or group of supervisors, is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**SECTION III: REOPENER CLAUSE**

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

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

MOUNT HOLLY MUNICIPAL UTILITIES  
AUTHORITY

\_\_\_\_\_ By: \_\_\_\_\_  
Witness

MOUNT HOLLY MUNICIPAL UTILITIES  
AUTHORITY SUPERVISORY UNION

\_\_\_\_\_ By: \_\_\_\_\_

## APPENDIX A

Effective January 1, 2007, 2008, 2009 and 2010 all supervisors covered by this Agreement shall receive a wage increase as indicated in Appendix B.

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

1 <sup>st</sup> year up to completion of 2 <sup>nd</sup> year	-	\$50.00
2 through 5 completed years	-	1.0% of yearly base salary
6 through 10 completed years	-	1.5% of yearly base salary
11 through 14 completed years	-	2.5% of yearly base salary
15 through 19 completed years	-	3.5% of yearly base salary
20 through 24 completed years	-	4.5% of yearly base salary
25 years and after	-	5.5% of yearly base salary

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

A supervisor called in to work in the Plant for a shift (8 hrs or the majority thereof), which has a shift differential shall be paid the shift differential for the time worked on that shift.

Shift Differential	Rate Per Hour
3 p.m. – 11p.m.	<b>\$0.60</b>
11 p.m. – 7 a.m.	<b>\$0.85</b>
Saturday – Sunday - 7 a.m. – 3 p.m.	<b>\$0.60</b>

Benefit hours (vacation, personal, sick, etc.) are paid at the Base Rate only.

## Appendix B

Effective January 1, 2007 employees' salaries shall be adjusted to reflect a five percent (5%) salary increase on base salaries as of December 31, 2006. Effective January 1, 2008, employees' salaries shall be adjusted to reflect a four percent (4%) salary increase on base salaries as of December 31, 2007. Effective January 1, 2009, employees' salaries shall be adjusted to reflect a four percent (4%) salary increase on base salaries as of December 31, 2008. Effective January 1, 2010, employees' salaries shall be adjusted to reflect a four percent (4%) salary increase on base salaries as of December 31, 2009.

Salary Table					
Grade	Title	2007 Rates	2008 Rates	2009 Rates	2010 Rates
VIII	Industrial Painter Supervisor	\$25.87	\$26.90	\$27.98	\$29.10
V	Laboratory Manager	\$26.71	\$27.78	\$28.89	\$30.05
VIII	Plant Operations Supervisors	\$28.02	\$29.14	\$30.31	\$31.52
VIII	Collection System Inspector and Supervisor	\$29.07	\$30.23	\$31.44	\$32.70
V	Electrical and Mechanical Maintenance Supervisors	\$31.11	\$32.35	\$33.64	\$34.99

## APPENDIX C

Hours of work shall be as follows	
Industrial Painter Supervisor	8 am – 4 pm
Laboratory Manager	6 am – 4 pm or 6:30 am – 4:30 pm
Plant Operations Supervisors	7 am – 3 pm/3 pm – 11 pm/11 pm – 7 am
Collection System Inspector and Supervisor	7 am – 3 pm
Electrical and Mechanical Maintenance Supervisors	7 am – 3 pm