

Contract no. 1064

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUN 23 1992

RUTGERS UNIVERSITY

CONTRACT BETWEEN
MOUNT LAUREL TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
AND
LOCAL 2268-B, COUNCIL 71, AFSCME, AFL-CIO
EFFECTIVE JANUARY 1, 1990
THROUGH DECEMBER 31, 1992

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PREAMBLE

This Agreement entered into by the Mount Laurel Township Municipal Utilities Authority, located in Burlington County, New Jersey, hereinafter referred to as the "Authority", and Local 2268-B, affiliated with Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Authority and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The term of this Agreement shall be January 1, 1990 to December 31, 1992.

ARTICLE I

RECOGNITION

1. The Authority recognizes the Union as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classifications herein, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303, and the amendment of public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.

2. The Bargaining Unit shall consist of all blue collar employees.

3. Excluded from the Bargaining Unit are:

- a. Supervisors and confidential employees within the meaning of the Act,
- b. Managerial Executives,
- c. Craft Workers,
- d. Clericals,
- e. Police, and
- f. Professionals

ARTICLE II

CHECK OFF

1. The Authority agrees to deduct monthly union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Authority by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the office of the Union together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
2. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.
3. The effective date of a termination of dues deduction to the majority representative shall be as of July 1 next succeeding the date on which the notice of withdrawal is filed with the Authority.
4. Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a

Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Authority by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Authority. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

5. The Union shall indemnify and hold the Authority harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision. In any such litigation, the Authority shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

ARTICLE III

BILL OF RIGHTS

To ensure that the individual rights of employees in the Bargaining Unit are not violated, the following shall represent the Employee's Bill of Rights:

1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

2. An employee shall be entitled to Union representation at each stage of a disciplinary hearing.

3. No employee shall be required by the Authority and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

4. No recording devices or stenographer of any kind shall be used during any meetings unless both the Union and Authority agree to their use prior to such meeting, in writing.

5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be in the Authority by a preponderance of the evidence.

6. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

7. All managerial employees shall be presumed to have acted properly and within their authority under this contract until proven otherwise through the grievance procedure. No

contrary claims or assertions shall be raised by the Union, its members, or their representatives unless and until so proven.

8. The parties expressly recognize that the concept of work then grieve has been and is in effect.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Authority 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 Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, and following rights:

1. To the executive management and administrative control of the Authority and its properties and facilities and the activities of its employees;
2. To hire all employees subject to the provisions of Civil Service Law; to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Civil Service Law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. This contract represents the final, exclusive, and complete agreement between the parties on any terms and conditions of employment which were or could have been the subject of negotiations and any and all past practices and prior agreements are superseded and replaced hereby.

ARTICLE V

HOURS OF WORK

1. The Authority and the Union understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee's services throughout the seven (7) day week and that the standard work week shall consist of five (5), eight (8) hours days, Monday through Friday, thereby, constituting a forty (40) hour work week, except for those employees scheduled to work weekend duty (Saturday and Sunday.)

2. The regular hours of work for each shift shall be:

- A. First shift--8:00 A.M. to 4:30 P.M., with the lunch break being 12:00 noon to 12:30 P.M.
- B. Second Shift--4:00 P.M. to 12:30 A.M., with the lunch break being 8:00 P.M. to 8:30 P.M.
- C. Third Shift--12:00 midnight to 8:30 A.M., with the lunch break being 4:00 A.M. to 4:30 A.M.

3. The regular hours of work for each shift shall not be changed except as required under emergency conditions, for temporary special circumstances, or as agreed upon by both parties.

4. All employees covered by this Agreement shall work Saturdays, Sundays and holidays on a rotational basis as scheduled by Authority management. To the fullest extent possible, when personnel are scheduled to work Saturday and Sunday they shall be off two (2) consecutive days within the pay week provided there is no scheduling difficulty and within the discretion of management.

Monthly work schedules shall be posted two (2) months in advance. Failure to post the schedules within such time period shall not justify any refusal to work the required shift or any other failure to report to work.

5. For pay purposes, the work week is from 12:01 a.m. Wednesday to 12 midnight Tuesday.

6. Employees shall be entitled to a fifteen (15) minute break period in each of the first and second four (4) hours of an eight (8) hour shift.

7. Lunch and break periods will include any time spent procuring coffee, soda, sandwiches, et cetera, within the fifteen (15) minute break period.

8. Any employee who does not come to work and fails to call-in within one hour of the designated starting time shall be docked a full days wages for that day except in extenuating circumstances.

9. Assignment to the second or third shift will be on the basis of seniority, provided however, that the Authority shall have the discretion to alter such assignments so that the more experienced employees are spread among all shifts. The Authority shall also have the discretion to refuse to assign an employee to the second or third shift when, in the Authority's determination, that employee has had an absenteeism problem during the prior six (6) month period.

10. Notwithstanding anything else to the contrary contained in this contract or the attached job descriptions, assignment to the various shifts can be done at the discretion of the Authority.

11. Employees working the second or third shift on pay day shall receive their pay at the end of their last working shift.

ARTICLE VI

SENIORITY

1. Seniority is defined as an Employee's total length of service with the Authority, beginning with his original date of hire.

2. An employee having broken service with the Authority shall not accrue seniority credits for the time he was not employed by the Authority.

3. If a question arises concerning two or more employees who were hired on the same date, the following shall apply; if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Authority's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given alphabetical order (of the employee's last name).

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

5. In all cases of demotions, layoffs, recalls, vacation schedules or other situation where employee advantages or disadvantages are concerned, the employee(s) with the greatest amount of seniority shall be given preference.

6. In cases of promotion, seniority and qualifications shall be considered equal factors in determining entitlement. Wherever possible, the Authority agrees to promote from within the Bargaining Unit rather than hire from without.

7. In the event layoffs are required, employees shall be laid off in inverse order of seniority and in accordance with Civil Service Regulations.

8. Recall of employees shall be in the inverse order of layoff, and employees on layoff shall be recalled before any individual is hired to fill a position for which the laid off employee is qualified.

ARTICLE VIIWAGES

	01/01/90 to 12/31/90	01/01/91 to 12/31/91	01/01/92 to 12/31/92
Operator Grade 1	\$11.69	\$12.45	\$13.20
Operator Grade 2	\$11.29	\$12.02	\$12.74
Labor/Operator Trainee	\$ 9.98	\$10.63	\$11.27

See Appendix A for job descriptions and requirements for the above-referenced salary grades.

The term "Employee" as used in this Agreement is defined to mean one who has successfully completed the 90 day probationary period.

1. In general, all employees regardless of classification are required to perform all work described in the lower classification and any work that is assigned by the Authority. Acceptance of a classification by an employee indicates acceptance of all responsibilities of that classification. The Authority reserves the right to assign classifications and to reject any employee for assignment to a certain classification.

2. An employee who has been working continuously from the start of his normal work day and works beyond 7:30 p.m. shall receive a meal allowance of \$7.50.

3. The parties agree to commence negotiations within 10 days after the creation of new job title covered by this agreement for the purpose of establishing a wage rate for that title.

4. Employees currently working for the Authority shall be assigned to Grades 1 and 2 as agreed notwithstanding the requirements of Appendix A.

5. The above wage rates shall be increased, as follows, for employees assigned to work on an afternoon shift or night shift:

- a. 4 p.m. to midnight - 7% increase
- b. Midnight to 8 a.m. - 9% increase

6. Since the 1990-1992 contract settlement was reached after January 1, 1990, the parties have specifically agreed that the salary increases for 1990 shall be paid retroactive to January 1, 1990.

7. Management shall have the discretionary authority to waive the requirement of a high school diploma for promotion. The exercise or non-exercise of this discretion will be done on a case-by-case basis and will be reviewable by the Authority only, and by no other person or entity in any manner whatsoever.

8. There shall be a new grade of Licensed Operator created, with the six (6) most senior employees in the Operator Grade 1 positions who hold at least a W-1, T-1, S-1, or C-1 license as issued by the New Jersey Department of Environmental Protection being assigned to those positions; provided, however, that this provision of the contract shall not be interpreted to require that any more than two (2) employees who hold the same type of level one license shall be eligible for promotion to the new grade of Licensed Operator, nor that any more than a combined

total of six (6) employees shall be so eligible, nor that any employee who has not yet achieved the level of Operator Grade 1 be eligible for promotion to the new grade. The Authority shall, in its discretion, have the ability to assign more than six (6) employees to this new grade. The caps contained herein as to a level one license shall not apply to any higher grade license, so long as the higher grade license is within the particular employees classification.

The stipend for those employees so assigned for the period of the assignment shall be:

With Grade 1 DEP License	\$0.50 per hour
With Grade 2, or higher DEP License	an additional \$0.50 per hour for a combined total of \$1.00 per hour.

9. Employees shall be entitled to longevity payments in the following amounts:

- a. Upon the completion of the employee's fifth (5th) consecutive year of employment with the Authority, a sum of four hundred (\$400.00) per year.
- b. Upon the completion of the employee's tenth (10th) consecutive year of employment with the Authority, an additional sum of two hundred (\$200.00) for a total sum of six hundred (\$600.00) dollars per year.
- c. Upon the completion of the employee's fifteenth (15th) consecutive year of employment with the Authority, an additional sum of three hundred (\$300.00) for a total sum of nine hundred (\$900.00) dollars per year.
- d. Initial longevity payments and increases in longevity payments to which an employee becomes entitled to during the term of any contract year shall be paid for that contract year.

- e. Longevity payments will be due within five (5) working days of December 1, for each calendar year.
- f. Employees retiring or dying who would otherwise have received longevity pay in December of their final calendar year of employment, will receive pro rata longevity pay for that portion of that calendar for which they were actively employed, and would otherwise have been entitled, if any. Longevity payments due to deceased employees will be paid to the estate.

ARTICLE VIII

OVERTIME

1. Overtime shall be considered all time worked in excess of an employee's normal work day or work week, and shall be compensated at the rate of one and one-half the employee's normal rate of pay.

2. All work performed on a holiday shall be compensated at the rate of double time plus pay for the holiday. Double time shall also be paid for all work performed on the 7th day of work, after having worked 7 consecutive days.

3. Overtime work shall be voluntary except in cases of scheduled work or emergencies. Insofar as practicable, overtime shall be distributed as equally as possible among employees within the same classification. Overtime will be rotated with the most senior employees being given the opportunity to work such overtime provided the employee has the skill and ability to do the job.

4. The Authority shall provide a weekly list of employees with overtime hours worked upon request by the Union.

5. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed, or the first pay period after return from vacation.

6. No employee shall have his work shift, work day, or work week changed for the purpose of avoiding overtime.

7. All paid time off shall be considered as time worked for the purpose of computing overtime.

ARTICLE IX

CALL IN TIME

1. Any employee who is requested to, and does, return to work during periods other than his regularly scheduled shift shall be guaranteed pay for 3 hours at time and one-half his normal rate of pay, regardless of the number of hours actually worked, in addition to paragraph 4 below.

2. If the call-in period exceeds 3 hours, the additional time will be at the rate of time and one-half his normal rate of pay.

3. Compensation for assigned stand-by call-in duty on weeknights, weekends and holidays will be \$10.00 per night and will be paid as additional salary to the employee.

4. Employees assigned to stand-by duty shall be provided with an electronic pager (beeper) for notification purposes. Each employee agrees to stay within one (1) hour reporting time to the Authority when on stand-by duty. Employees are responsible for proper care for the paging unit, and the employer shall provide insurance coverage against damage, loss, theft, et cetera through normal use.

ARTICLE X

HOLIDAYS AND PERSONAL DAYS

1. The following shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
July 4th	Christmas Eve Day
Labor Day	President's Day
Christmas	Martin Luther King's Birthday

2. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday. (Those listed above)

3. All employees shall be entitled to 3 personal business days off with pay, which may be used for personal business provided he has given his supervisor advance notice. Advance notice shall be a minimum of one day for each day off requested. Under emergency situations the advance notice would be waived.

ARTICLE XI

VACATION

1. Employees shall be entitled to the following paid vacation allowance:

During the first year worked	1 day for each month
Second through forth years	12 days
Fifth through eleventh years	15 days
Twelfth year through fourteenth year	20 days
Fifteenth year and above	22 days

2. Vacation pay shall be provided to the employee before the start of the vacation provided the vacation being taken is a minimum of one (1) week.

3. Employees must request vacation at least two months in advance if for two or more weeks, at least one month in advance for one week to two weeks, and at least one week in advance for less than one week. Vacation requests made on or before April 1 of the calendar year will be governed by seniority. After April 1, vacation requests will be on a first-come, first-serve basis. Vacation requests will be honored consistent with staffing needs. The Authority will grant or deny the vacation request within 15 working days of submission of request.

4. Any unused vacation time shall be paid to the employee upon separation of employment.

5. Accumulation of annual vacation leave from year to year may be permitted, however, the accumulated vacation time shall not exceed seven (7) days and must be utilized in the year succeeding its accumulation or will be lost.

6. After the first full year of employment, an employee's annual vacation allowance shall be available for utilization commencing with January 1 of the year in which the vacation may be taken. If an employee ceases to be an employee of the Authority during that year, the vacation shall be allowed only on a pro-rata basis and any vacation pay received in excess of the pro-rata entitlement shall be recouped from any monies owed to the employee. Any such sum which exceeds the monies owed to the employee shall immediately be reimbursed by the employee to the Authority.

ARTICLE XII

SICK LEAVE

1. Employees shall be entitled to the following number of sick days with pay:

a. During the 1st calendar year of employment, sick days shall be earned at the rate of one sick day per month of employment up to December 31 of that calendar year.

b. For each subsequent calendar year the earned sick leave shall be 15 sick days effective January 1 of that year.

2. Sick leave is defined as a temporary inability to perform one's duties by reason of illness or injury.

3. Sick time shall be called in on each day of illness no later than one (1) hour after the designated starting time.

4. An employee may use his sick leave for reasons of personal illness or illness in the immediate family. An immediate member of his family is someone who resides in the employee's household.

5. The Authority may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave; an employee has been absent on sick leave for five or more consecutive work days; or an employee has been absent on sick leave for an aggregate of more than 15 days in a 12-month period.

6. If an employee reports for work and works any portion of his normal shift and then leaves work for reasons of illness he shall be charged a maximum of half a sick day.

7. Sick leave may be accumulated without limit during each employee's length of service.

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

9. No employee, while on sick leave, shall be elsewhere, otherwise employed or engaged in any outside work or employment whatsoever.

10. Employees will be permitted to sell back annual unused sick leave at the end of the year (December 31) in which it was earned, at full pay in an amount not to exceed ten (10) days in each of the 1990, 1991 and 1992 years. Any remaining annual sick leave which was neither unused nor sold back, by the employee will be carried forward as accumulated, unused sick leave. This provision is specifically agreed to be the subject of negotiations for a successor agreement between the parties, and if no agreement is reached thereon by the parties, this provision shall not automatically be carried over and continued in the successor agreement.

ARTICLE XIII

DEATH IN FAMILY

The Authority shall grant three (3) additional consecutive days with pay for death in the immediate family. This leave shall not be charged against any other leave and shall not accumulate from year to year.

Immediate family shall consist of spouse, parent, child, brother, sister and parent-in-law.

One day with pay shall be granted without charge against any other leave for the death of the employee's grandparents.

ARTICLE XIV

LEAVE OF ABSENCE

Section 1. An employee may be granted a leave of absence without pay for a period not to exceed ninety (90) days. The Authority will not unreasonably deny an employee's request for such leave of absence. This leave is subject to renewal for reasons deemed proper and approved by the Authority.

Section 2. At the expiration of such leave, the employees shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.

Section 3. Seniority shall be retained and shall accumulate during medical leave. However, seniority shall be retained and shall not accumulate during any other leave. Time spent on unpaid leave of absence granted under this Article shall not count in calculating entitlement to any other employee benefit.

Section 4. Employees granted a leave of absence will continue to be covered under the Medical Benefits Program of the Authority, provided the employee makes arrangements to pay the insurance premium to the Authority or the insurance carrier during the leave of absence.

Section 5. Employees who have been granted a medical leave of absence in connection with a compensable job-related injury will continue to be covered under the Medical Benefits Program of the Authority and the Authority will pay the insurance premiums during such medical leave of absence.

ARTICLE XV HOSPITALIZATION & MEDICAL BENEFITS

1. The Authority agrees to provide all employees with the coverage as outlined in Appendix B.

2. The Authority agrees to provide all employees with dental, optical and prescription coverage through the Great West Plan.

ARTICLE XVI

WORKER'S COMPENSATION

When an employee is injured on duty, the employee is to receive Workers' Compensation due the employee as determined by the workers' compensation carrier plus the difference between the amount they received as compensation and their normal salary during the period of temporary disability to a maximum of one calendar year from the date of injury.

An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate of the balance of the employee's regular shift on that day.

ARTICLE XVII

UNIFORMS

1. Each employee shall be provided with uniforms and other necessary gear as follows:

- 1 pair of coveralls
- 4 shirts
- 4 pair of pants
- 1 winter coat (1 every two years)
- 1 pair rubber boots
- Protective rain gear
- Rubber gloves and cloth work gloves

2. The Authority shall provide laundry service for the uniforms twice a week.

3. Any item listed in Item 1 requiring replacement for reasons other than normal wear and tear will be at the expense of the employee.

4. The Authority will issue a purchase order/voucher to each employee for the purchase of any combination of safety work shoes with steel toes/insulated coveralls/insulated winter jacket, to a maximum of \$125.00 per calendar year.

5. In addition to the items specified in section one above, each employee shall have the option of selecting one (1) additional pair of coveralls or one (1) additional shirt and pants.

ARTICLE XVIII

DISCIPLINE & DISCHARGE

1. There shall be no discipline or discharge except for just cause.

2. No form of discipline or reprimand shall be done in such a way that causes embarrassment to the employee involved.

3. Other than an oral reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action to be taken, with the reasons therefore.

4. Employees shall have the right to appeal any discipline through the grievance and arbitration procedure, except that any discipline subject to Civil Service appeal shall go to the Commission rather than arbitration. The appeal shall be instituted at a level of the grievance procedure deemed appropriate under the circumstances. The employee shall have right to present evidence and testimony and to cross-examine witnesses.

5. No transfer shall be made for the purposes of discipline.

ARTICLE XIX

GRIEVANCE PROCEDURE

1. For the purpose of this contract a grievable matter shall be understood to be a breach, misrepresentation or improper application of the terms of this contract or a denial of legal rights. The following procedure shall be used to effect settlement of grievances. Reference to "days" shall mean working days.

- Step 1 (a) The aggrieved person shall submit his grievance in writing to the Superintendent within ten days of the incident unless extenuating circumstances prohibit meeting this time stipulation.
- (b) The Superintendent will answer or settle the matter within five days of receipt of the grievance.
- Step 2 (a) The aggrieved person may appeal to the Executive Director within ten days after the expiration of Step 1.
- (b) The Executive Director will answer or settle the matter within ten days after the receipt of the grievance.
- Step 3 (a) The grievant may appeal to the Authority within ten days after the expiration of Step 2.
- (b) The Authority or its representatives shall meet with the grievant within 10 days of the receipt of the grievance.
- (c) The Authority shall issue a written response to the grievance within 30 days of meeting with the grievant.

2. A. To the extent that the grievance involves an alleged direct violation of an express written provision of this contract, if the aggrieved person is not satisfied with the disposition of the grievance by the Authority, the grievance may

be submitted to arbitration within forty-five (45) days after the expiration of Step 3. All other grievances shall not be appealable beyond the level of the Authority.

B. Within ten (10) days after such a written notice of submission to arbitration, the Authority and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission ("PERC") by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

C. The arbitrator so selected shall confer with the representatives of the Authority and the Union and hold hearings promptly and shall issue his/her recommendation no later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final settlement and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendations which requires the commission of an act prohibited by law or which are violative of the terms of this Agreement.

D. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).

E. He/she shall have no authority and add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

F. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Authority.

G. All fees of the arbitrator, including, but not limited to necessary travel expenses, fees for transcripts and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.

3. Nothing in this Article shall be construed to deny to the grievant the right of appeal to any appropriate body.

ARTICLE XX

POSTING OF VACANCIES

At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions, the Authority agrees to post said vacancies on the Bulletin Board.

ARTICLE XXI

GENERAL PROVISIONS

1. All employees shall be supplied with accurate job descriptions.
2. Employees shall not be required to perform work outside of their normal duties on a regular basis.
3. The Authority agrees to keep an accurate, up-to-date record of unused vacation time and sick time for all employees and to post it quarterly.
4. The Authority agrees to provide the following:
 - a. a locker for each employee;
 - b. drinking water and hot water at the Interim and Ramblewood plants;
 - c. emergency shower at Ramblewood plant;
 - d. sanitary eating facilities at the Interim and Ramblewood plants.
5. Labor/Management meetings will occur as both sides agree are necessary.
6. Employees shall be reimbursed for job-related courses, provided the courses are approved in advance and provided the courses are successfully completed.

ARTICLE XXII

UNION BUSINESS AND VISITATION

1. Officers of the Union may, during working hours and without loss of pay,

- a. investigate and confer on grievances and disciplinary actions not to exceed one (1) hour in any working day;
- b. post notices on the Union Bulletin Boards;
- c. meet and confer with representatives of Council 71 on Authority's premises.

2. Representatives of Council 71 may enter the Authority's premises for the purpose of investigation and/or conferring on grievances and disciplinary actions. Such visitation shall only be allowed after the supervisor of the particular work location is notified of the visit.

3. Any and all Union business or visitation shall be subject to the limitation that it shall not interfere with the normal operation of the employer's facility in the opinion of the supervisor.

ARTICLE XXIII

EQUAL TREATMENT

All employees shall be treated equally regarding terms and conditions of employment and there shall be no discrimination on account of race, religion, color, sex, age, nationality, marital status, political affiliation, union membership or union activities, by either the Authority or the Union.

ARTICLE XXIV STRIKES AND LOCKOUTS

A. The Union agrees that during the term of this Agreement neither the Union, nor any person acting on 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 position, for stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) or work stoppage.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for discipline up to and including termination of employment of such employee or employees with due process.

C. The Union will actively discourage and will take whatever affirmative action or steps necessary to present or terminate any strike, work stoppage, slowdown, walkout or other job action against the Authority.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Authority 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.

E. The Authority agrees it shall not engage in any lockout of any personnel during the term of this Agreement.

ARTICLE XXV

REDUCTION IN WORK FORCE

There will be no reduction in the overall work force during the term of the Agreement for other than economic reasons. This is not to restrict the Authority from terminating an employee for just cause pursuant to the terms of this Contract and the Civil Service Rules and Regulations.

ARTICLE XXVI

SAFETY AND HEALTH

The Authority shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health.

Any hazardous conditions that are reported will be investigated and corrected by the Authority if and as the Authority determines necessary. Any employee knowing of a hazardous condition must report same no later than the end of their shift on which they become aware thereof.

ARTICLE XXVII

CONTRACTING AND SUBCONTRACTING OF PUBLIC
WORK

It is recognized that contracting of work that is normally performed by members of the Union is of mutual concern of the Authority and the Union. When contracting of functions normally performed by the Union is being considered by the Authority and when this consideration leads to the conclusion that Union members of the unit will be adversely affected, the Authority agrees to notify the Union of the impending contract and to discuss the reasons therefor.

ARTICLE XXVIII

UNION BULLETIN BOARDS

The Authority agrees to furnish and maintain a suitable bulletin board in a convenient place at the principal place of work for use by the Union.

ARTICLE XXIX

PRINTING OF AGREEMENT

The Authority shall be responsible for having this Agreement reproduced in sufficient quantity to be distributed to all employees in the Bargaining Unit during the term of this Agreement. The copies of the Agreement shall be made available to the Union no more than thirty (30) days after the signing of the Agreement.

ARTICLE XXX

COMPLETE CONTRACT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation and supersedes each and every existing practice pertaining to the terms and conditions of employment. Both the Employer and Union waive any right to further negotiations on any issues presented including specifically, any rights or obligations of either party to negotiate as set forth in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.3.

ARTICLE XXXI

EMPLOYEE RELATIONS POLICY AND PROCEDURES
MANUAL

The parties delegate to the Authority the right to prepare an Employee Relations Policy and Procedures Manual which shall not be inconsistent with any express provision of this Agreement.

ARTICLE XXXII

TERMINATION AND EXTENSION

1. This Agreement will be effective January 1, 1990 through December 31, 1992.

2. Negotiations for a successor agreement shall commence in accordance with N.J.A.C. 19:12-2.1. This Agreement will remain in full force and effect during the period of successor negotiations.

APPENDIX A

OPERATOR GRADE 1

DEFINITION: Under direction, on a rotating shift basis, supervises and works with a group of operators involved in operating, adjusting, regulating, maintaining and repairing mechanical equipment used in the treatment and processing of sewage and the purification of water, does related work as required. (Rotating shift basis is defined as Saturdays, Sundays and holidays).

EXAMPLES OF WORK: Operates water and wastewater treatment equipment and sludge processing and disposal equipment to control flow during treatment process; monitors control panels and adjusts valves and gates manually, or automatically, to regulate flow, observes variations in operating conditions and interprets meter and gauge readings and test results to determine load requirements; starts and stops pumps, motors and generators to control flow through settling and aeration tanks and sludge treatment process; maintains log of operation, records meter and gauge readings; gives direction to lesser grade operators in performing daily operations and maintenance; extracts samples to perform daily laboratory tests; operates and maintains power generating equipment; installs and maintains collection and distribution systems; installs and reads meters and gauges; performs light and heavy duty maintenance on equipment.

REQUIREMENTS:

1. Ability to read, write and understand English sufficiently to perform the duties of this position.
2. High school diploma or equivalent.
3. Actual work experience involving the operation and maintenance of pumps, motors and other equipment at a wastewater or water treatment plant.
4. Working knowledge of the proper procedures used in the operating, adjusting and regulating of the water and wastewater treatment systems and their related bacteriological processes.
5. Successful completion of Basic Water and/or Wastewater course approved by the State Department of Environmental Protection.
6. Obtain Civil Service Qualification as Water and Sewer Treatment Plant operator.
7. Possession of a valid New Jersey driver's license.
8. Working knowledge of the methods used in operating, adjusting, regulating, maintaining and making minor and emergency repairs to water and sewage treatment equipment; of the problems, procedures and methods used in making routine bacteriological analysis of samples and other qualitative and quantitative test of problems involved in taking accurate readings of flow meters, pressure gauges, meters, indicators and other recording apparatus; of the methods used in obtaining, storing, safeguarding, distributing and supervising the proper uses of needed equipment, materials and supplies; and of the maintenance

of needed records and files; knowledge of the bacteriological process of wastewater treatment systems and procedures of monitoring the bacteriological process.

APPENDIX A

OPERATOR GRADE 2

DEFINITION: Under direction, on a rotating shift basis, operates, adjusts, regulates and maintains and repairs mechanical equipment used in the treatment and processing of sewage and the purification of water; does related work as required. (Rotating shift basis is defined as Saturdays, Sundays and holidays.)

EXAMPLES OF WORK: Operates, adjusts, regulates, maintains and repairs equipment used in the processing, distribution, collection and treatment of water and wastewater; disassembles or partially disassembles electric, gasoline, diesel motors, turbines, pumps, valves, meters, gauges, chlorinators, tanks, vehicles and other equipment; uses hand and power tools; installs and maintains collection and distribution systems; including underdrain systems, pressure or gravity; inspection of plant and construction additions; extract samples and perform routine laboratory tests and adds results to log of operations; starts, stops and adjusts pumps, motors, generators, and other operating equipment; observes variations in operating conditions and interprets meter and gauge readings and test results to determine load requirements and adjusts equipment accordingly; inspects, tends and maintains pumping stations.

REQUIREMENTS:

1. Ability to read, write and understand English sufficiently to perform the duties of this position.
2. High school diploma or equivalent.

3. Minimum of one (1) year experience involving the operation and maintenance of pumps, motors and other equipment at a wastewater and water treatment plant.

4. Possession of valid New Jersey driver's license.

5. Some knowledge of the methods used in operating, adjusting, regulating, maintaining and making minor and emergency repairs to water and sewage treatment equipment; of the problems, procedures and methods used in making routine bacteriological analysis of samples and other qualitative and quantitative tests of the problems involved in taking accurate readings of flow meters, pressure gauges, meter indicators and other recording apparatus; of the methods used in obtaining, storing, safeguarding, distributing and supervising the proper use of needed equipment, materials and supplies; and of the maintenance of needed records and files; knowledge of the bacteriological processes of wastewater treatment systems and procedures of monitoring the bacteriological process.

APPENDIX A

LABORER/OPERATOR TRAINEE

DEFINITION: Under direction, on a rotating shift basis, operates, adjusts, regulates and maintains mechanical equipment used in the treatment and processing of sewage and the purification of water and performs maintenance on sewage collection systems, water distribution systems and underdrain collection systems; does related work as required. (Rotating shift basis is defined as Saturdays, Sundays and holidays.)

EXAMPLES OF WORK: Performs required manual labor for general plant operations such as skimming solids and grease from water surfaces in treatment tanks; removes sludge from system and/or drying beds and loads sludge on vehicles for disposal; installs and reads water meters; maintains and repairs sanitary sewer and water collection and distribution systems, including underdrain system pressure or gravity; uses MUA furnished tools to clean and maintain MUA equipment, drives light and heavy duty trucks/vehicles as required; operates and maintains portable maintenance, pumping, cutting, cleaning and hauling equipment; tends pumps, motors, generators, filters, blowers, chlorinators used in treating water and wastewater; inspects, tends and maintains pumping stations; opens and closes valves; uses grease gun; reads and records meters and gauge readings; cuts grass; shovels snow and paints as required.

REQUIREMENTS:

1. Ability to read, write and understand English sufficiently to perform the duties of this position.
2. Possession of a valid New Jersey driver's license.
3. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

APPENDIX B

GENERAL PROVISIONS

Effective Date:	July 1, 1990
Contribution Status:	Employees - Non-Contributory Dependents - Non-Contributory

SCHEDULE OF BENEFITS

LIFE and AD&D INSURANCE;	100% of Salary: Maximum \$50,000
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COMPREHENSIVE MEDICAL BENEFITS

<u>FULLY COVERED SERVICES</u>	100%, no Deductible
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- Outpatient Pre-Admission Testing
- Childbirth Center
- Second Surgical Opinions (HCRS directed)
- Skilled Nursing Facilities
- Home Health Care
- Additional Accident \$500

<u>CALENDAR YEARS DEDUCTIBLE (Family)</u>	\$100	(\$300)
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<u>CO-INSURANCE BREAKPOINT (Family)</u>	\$2,000	(3x)
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Great-West Care Provider	Non-Great-West Care Provider
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HOSPITAL CARE

- Calendar Year Deductible	Not Applicable	Applies
- Inpatient Hospital Services	100%	80%
- Physician Services	100%	80%

PHYSICIAN CARE

- Calendar Year Deductible	Not Applicable	Applies
- Office Visits	100% \$10/visit	80%

<u>OTHER SERVICES</u>	80% Deductible Applies
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- Emergency Room (non-life threatening)
- Hospital Care outside the Great-West Care Service Area
- Physical Therapy
- Ambulance Services
- Other covered services

OUTPATIENT PSYCHIATRIC AND SUBSTANCE ABUSE

- Payable at 50%
- 50 Visits Maximum
- \$50 per Visit covered Maximum
- Breakpoint not applicable

FAMILY PLANNING

- Tubal Ligations, vasectomies, circumcisions and infertility testing

NEWBORN NURSERY CARE

- Hospital charges incurred for nursery and doctors' services and PKU Test

PRESCRIPTION DRUG CARD

\$5.00 per name brand
prescription
\$3.00 per generic brand
prescription

SPINAL ADJUSTMENT AND TREATMENT

- 50%

MAXIMUM

- | | |
|---|--|
| - Overall | Unlimited |
| - Inpatient Mental & Nervous
and Substance Abuse | \$10,000 Calendar Year,
\$25,000 Lifetime |

All hospital admissions and surgical procedures outside a physician's office require prior authorization from the Health Care Review Service. Failure to receive or comply with the prior authorization will result in a per occurrence deductible of \$250.

VISION CARE

- Once every 24 months
- Eye Examinations \$45
- Single Lenses and Frames or Contact Lenses \$60

DENTAL CARE BENEFITS

- | | |
|---|-------------------|
| - Covered Expenses | Usual & Customary |
| - Calendar Year Deductible (Family)
(for all benefits except preventive) | \$50 (\$150) |

- Preventive Treatment 100%
- Basic Treatment (including Periodontic and Endodontic treatment) 80%
- Major Treatment 50%
- Calendar Year Maximum Preventive/Basic/Major \$1,000

DEPENDENT AGE LIMIT

a dependant child is covered to age 19 and to age 23 if a full-time student.

COORDINATION OF BENEFITS

This plan will coordinate benefits with any other insurance you may already have in-force with another carrier so that benefits will not be paid by both carriers for the same condition.

IMPORTANT PLAN PROVISIONS

PRE-EXISTING CONDITION LIMITATION

A pre-existing Condition is any illness for which a covered person received services and supplies within the three-month period just before the person became covered under this plan. No benefits will be paid for services or supplies received for that condition unless they are received after the earlier of:

- the last day of a three-month period:
 - which ends on or after the date such person's coverage begins; and
 - during which time no services or supplies were received for that condition.

CLAIM PROCEDURES

There is only one claim form needed for each injury or illness.

If you are using a doctor or hospital that is part of the GREAT-WEST CARE Network, there is NO CLAIM FORM. The Network physician will take care of the paperwork for you.

When you are not using a network doctor or hospital, and you are filling out your claim form, follow the seven simple

steps printed on the form and mail it to the address printed on the form.

A supply of claim forms and envelopes will be made available to you by your plan administrator.

PLEASE NOTE: THE PRECEDING IS ONLY INTENDED TO BE A BRIEF SUMMARY OF YOUR GROUP INSURANCE PLAN AND IT'S IMPORTANT PROVISIONS. THE TERMS OF THE GROUP POLICY WILL ULTIMATELY GOVERN.

IN WITNESS WHEREOF, the Authority and the Union have caused this Contract to be signed by their duly authorized representative as of this 26 day of JUNE, 1991.

ATTEST:

MOUNT LAUREL TOWNSHIP
MUNICIPAL UTILITIES

Thomas C. Viano

By:

John H. Hirsch

Secretary

Chairman

ATTEST:

FOR THE AMERICAN FEDERATION
OF THE STATE, COUNTY AND
MUNICIPAL EMPLOYEES AFL-CIO
COUNCIL 71

By:

Robert Little

ROBERT LITTLE
Staff Representative

By:

James Di Galbo

JIM DEGALBO
President of Local