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AGREEMENT

between

PENNSAUKEN SEWERAGE AUTHORITY

and

TEAMSTERS LOCAL UNION NO. 676

(Plant Employees)

(PLANT EMPLOYEES)

Effective Dates:

February 1, 1986
up to and including
January 31, 1989

x February 1, 1986 - January 31, 1989

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This Agreement made between the Pennsauken Sewerage Authority, hereinafter referred to as PSA or employer, and Teamsters Local No. 676, hereinafter referred to as Union, made in Pennsauken, New Jersey, this day of December, 1985.

W I T N E S S E T H

Whereas, the Pennsauken Sewerage Authority and the Union recognize and declare that providing quality waste water treatment for the Township of Pennsauken is their mutual aim, and;

Whereas, the PSA has an obligation to negotiate with the Union as the representative of the employees hereinafter designated with respect to the terms and conditions of employment, and;

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

Now, therefore, in consideration of the following mutual covenants, it is agreed as follows:

ARTICLE I - GENERAL:

SECTION 1: EXCLUSIVITY OF REPRESENTATION:

The employer recognizes and acknowledges that Teamsters Local Union No. 676, is the exclusive representative of the employees in the classifications of work covered by this Agreement, for the purpose of collective bargaining. All work performed in any classification covered under this Agreement shall be performed solely by employees covered under this Agreement; and no work under any classification covered by this Agreement shall be performed by either the employer or the employer's representative, such as managers or supervisors.

SECTION 2: AGENCY SHOP:

The employer agrees that it will deduct an agency/shop fee, as provided by law, from the salary of any employee covered by this bargaining agreement in accordance with the following conditions:

1) The Union shall certify, in writing, that the employee is not a dues paying member of the Union.

2) The Union shall certify, in writing, the current annual dues of the Union.

3) The Union shall certify, in writing, the percentage of said dues, which according to law, are to be deducted.

4) The Union executes a save harmless and indemnity agreement with the employer, by which the Union shall save the employer harmless and indemnify the employer from any cost, expenses or liability whatsoever, from the agency/shop fee deduction.

5) The Union shall provide any such employee with all information, rights and procedures to which said employee is entitled under the law.

6) Any change in dues shall not be effective for the purposes of this section until after the employer is notified thereof.

SECTION 3: EXTRA CONTRACT AGREEMENTS:

The employer or employees shall not enter into any agreement or contract with his employees or his employer individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

SECTION 4: DISCRIMINATION:

There shall be no discrimination by the employer against his employees because of Union activities; nor shall there be any discrimination against any employees because of race, color, creed, sex, age or nationality, in the placement and retention of employment, or in the hours, wages or working conditions of the employees.

SECTION 5: BLACKLIST:

The employer shall not establish or create a so-called "Blacklist", nor in any way become a party to the establishing of such "Blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the employer or other employers.

SECTION 6: POSTING OF NOTICES:

The employer agrees to the posting within his business premises, of notices of Union meetings, etc.

SECTION 7: WAGE EXECUTIONS:

Employees shall not be discharged or otherwise disciplined or penalized as a result of any attachment, execution, or assignment of his wages whether voluntary or involuntary beyond what is presently permitted under the Federal law.

SECTION 8: ACCESS TO PREMISES:

Authorized agents of the Union shall have access to the employer's premises at any time during working hours upon notice being given to the employer for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to. Authorized agents of the Union shall not interfere with the normal operations of the employer.

SECTION 9: INSPECTION OF PAYROLL RECORDS:

Whenever a complaint is made concerning the wages, vacations, and/or holidays of an employee, an authorized representative of the Union shall have the right to inspect employer's payroll and time cards of the employee during the grievance procedure.

SECTION 10: SHOP STEWARDS:

A. The Union shall have the right to designate or elect from employees of the PSA, a shop steward whose duties and obligations shall be as directed by the Union.

B. The employer shall compensate the Shop Steward for reasonable time spent in handling and investigating grievances and attending grievance hearings. Time is to be computed at the applicable hourly rate for the Steward's job classification.

SECTION 11: UNION DUES:

Upon written authorization signed by the employee, the employer will withhold from that employee's wages and pay over to the Union on a monthly basis an amount necessary to pay that employee's monthly Union dues.

SECTION 12: SANITARY CONDITIONS:

The employer shall provide suitable sanitary conditions for his employees such as toilets and hot and cold running water and a shower.

SECTION 13: SAFE WORKING CONDITIONS:

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, in violation of any applicable

statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term "dangerous condition of work" does not relate to the type of material which is hauled or handled.

SECTION 14: REPORTING ACCIDENTS:

Any employee involved in an accident shall at first opportunity report said accident to his employer.

SECTION 15: COMPENSABLE INJURIES:

Any employees sustaining injuries which are compensable under the Worker's Compensation Act which prevent him from performing all work available to him, at employer's place of business, shall sustain no loss of pay for the balance of the day on which he was injured.

SECTION 16: MANAGEMENT RIGHTS:

Employer hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon or vested in it by the laws and constitution of the State of New Jersey and of the United States, including, without limitation the following rights:

1) The executive management and administrative control of the Pennsauken Sewerage Authority and its properties and facilities. The management and control of its employees by utilizing personnel in the most appropriate and efficient manner as from time to time may be determined by the authority.

2) The employer shall determine work schedule subject to the specific terms of this Agreement and decide the number of employees needed for any particular time.

3) Employer shall determine any difference or improved procedures, techniques, equipment and machinery to be utilized in the management and operation of the Pennsauken Sewerage Authority.

4) The employer shall hire all employees and subject to the provisions of law, determine the qualifications and conditions of employment or work assignments and shall promote and transfer employees in its discretion.

5) The employer shall suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.

6) The employer shall have the right to lay off employees in the event of lack of work or lack of funds or under conditions where continuance of such work would be inefficient and/or non-productive.

7) The employer reserves to itself the right to make all decisions deemed necessary and desirable for the efficient and effective operation of the Pennsauken Sewerage Authority.

8) The exercise of the foregoing powers, rights, due authority, duties and responsibility of the employer, its adoption of policies, rules, regulations and practices for the furtherance thereof and the use of judgement and discretion by the employer in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific express terms are in conformance with the constitution and laws of the State of New Jersey and of the United States. Nothing contained herein shall be construed to deny or restrict the employer as to any of its rights, responsibilities and authority under N.J.S.A. 40:14A-1 et seq., or any other federal, state or local laws or regulations

ARTICLE II-CLASSIFICATIONS COVERED:

SECTION 1: CLASSIFICATIONS COVERED:

This Agreement shall cover and govern the following classifications of employee: Plant Operators, Maintenance Operators, Maintenance Mechanic, and a Working Foreman.

SECTION 2: DUTIES AND WORK OUT OF CLASSIFICATION:

A. Plant Operators:

Operators shall be responsible for performing any and all tasks as may be set by employer through its superintendent or otherwise for the proper operation and maintenance of the employer's waste water treatment facility, including but not limited to: removing debris from the bar screen and putting un the dump truck, removing grit from the grit chamber and putting in the dump truck, putting up a flag in the morning and taking down the flag in the afternoon, check the operation of all settling tanks, both primary and final, check biofilter arms and sludge wells, check chlorine operation and scum return pipes, check digestors and make sure overflows are operating, take proper snamples at proper time, operate the sludge dewtaering equipment, check plant operation at the start of each shift **PERSONALLY** relieve the preceding operator. Keep all gates locked between 4:00 p.m. and 6:00 a.m. unless maintenance men are out on stoppages. Answer all phone calls in the absence of the Assistant Superintendent or the Superintendent. Send maintenance men on all stoppages, take the chlorine residual test and keep a log of plant operation and change flow charts and perform such other duties as are assigned.

B. Maintenance Operators:

Maintenance Operators shall be responsible for performing any and all tasks as may be set by employer through its superintendent or otherwise for the proper operation and maintenance of the employer's collection system and related facilities, including but not limited to: inspect each lift station every day, clean all bar screens, check float wells, float switches and bubbler systems, lubricate all equipment, pack pumps as needed, perform general maintenance at the plant and lift stations, perform all general maintenance on all sewer lines, remove sewer stoppages as they occur, operate the TV gourt seal vehicle, jetter and rodder, as well as any other line maintenance equipment, keep filter arms clean, remove sludge from drying beds, keep grass cut at the plant and all pumping stations, report any unusual conditions, needs for repair or replacement; needs for exterior maintenance, keep pumps in working order, keep stations clean, swept out and dusted, check for flow matcher operations and perform all other duties as required.

C. Maintenance Mechanic:

There shall be one Maintenance Mechanic who shall be responsible for mechanical work on all vehicles, equipment and facilities owned, operated or leased by employer, and all maintenance work as required and such other tasks as may be set by employer through its superintendent or therwise.

D. Working Foreman:

There shall be one Working Foreman who shall supervise all other classifications of employees, give orders to Maintenance Operators on routine work, oversee work to ensure that it is done

properly and convey orders from the superintendent, assistant superintendent or other supervisory personnel to all other classifications and to work as otherwise required by the employer through its superintendent or otherwise.

E. Work Out of Classification:

The employer may require employees to perform work outside of their classifications from time to time. Nothing contained herein shall prohibit the employer from assigning employees to tasks outside of their classifications or otherwise as may be deemed necessary for the proper operation and maintenance of the employer's facility.

ARTICLE III - HIRING NEW EMPLOYEES AND SENIORITY:

SECTION 1: JOB POSTING:

The employer agrees to post all job openings at least one week in advance before hiring of new personnel in order to allow current employees to bid for such opening. The senior employee so applying, if qualified, will be accepted for the position over a non-employee.

SECTION 2: PROBATIONARY PERIOD:

Every new employee shall be on a probationary period for ninety (90) days. During the probationary period of ninety (90) days the employee may be discharged without further recourse. In addition, all new employees shall be subject to an apprentice/training period of 18 months. During this 18 month period, a new employee's wages will be as outlined in Article VII, Section 6. During this training period, a new employee shall not work, as a plant operator, the second or third

shifts or any weekend shifts until he has been qualified as a plant operator by the superintendent. The training period may be waived or shortened for any new employee according to employer's discretion. Qualification as a plant operator shall be at the superintendent's sole discretion.

SECTION 3: SENIORITY AFTER PROBATIONARY PERIOD:

After the expiration of the probationary period, the employee shall be placed on the regular seniority list, and his seniority date shall revert back to his first day of hire. In case of discharge within the probationary period, the employer shall notify the Union. Every employee hired by the employer shall thirty (30) days after his hire become a member of Teamsters Local 676. This provision shall in no way effect the length of the probationary period and/or training period as above described.

SECTION 4: LAYOFF AND RECALL:

Should it become necessary to lay employees off because of lack of business, the employer shall resort to strict seniority, which means the last employee hired shall be the first employee laid off. When the employer recalls laid off employees, the employer shall recall the employees in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled.

SECTION 5: NOTIFICATION OF RECALL:

The employer, when recalling laid off employees, shall send a telegram or registered or certified letter to the employee's last known address (as indicated on employee's records) and the employee

shall have seven (7) days to respond to such recall notice from the date of receipt or return whichever is later. After the employee has notified the employer that he will return to work, the employee shall have one (1) week to adjust any other personal matters he may have. If the employee fails to report within the one (1) week period, he shall lose all seniority rights under the contract, meaning discharge from employment.

SECTION 6: LOSS OF SENIORITY AND JOB:

A. Reasons For Loss of Seniority & Job:

Seniority shall be broken and the name removed from the seniority list for any of the following reasons: discharge for just cause, voluntary quit, lay-off for one (1) year or more, failure to respond to notice of recall, unauthorized leave of absence.

B. Protection In The Event of Illness or Injury:

Any employee who is absent because of illness or injury, shall accumulate seniority for the purpose of determining his place on the seniority list.

C. Leaving Bargaining Unit:

Any employee covered by this Agreement who elects to accept a position with the employer not covered by any classification set forth under Article II shall lose all seniority rights after thirty (30) days if the employee elects to retain said new position. If the employee desires to return to the bargaining unit within thirty (30) days, he may do so without loss of seniority rights.

SECTION 7: REVOCATION OF DRIVER'S LICENSE:

In the event an employee should suffer a revocation of his

driver's license, his job and seniority shall be protected for a period not to exceed six (6) months in any one year period. Any employee who has a revocation of his driver's license shall continue to report to work, however, he shall not be required by employer to operate a motor vehicle in the course of his employment during this period of revocation.

SECTION 8: SUBSTITUTIONS:

In the event that it becomes necessary for an employer to request employees to "fill in" for other employees during a vacation, personal days and/or holidays, reference shall be made to the seniority list and where possible the least senior qualified man shall be called upon to fill in first.

ARTICLE IV - GRIEVANCE MACHINERY:

SECTION 1: ALL GRIEVANCES COVERED:

All grievances or disputes arising under the terms of this Agreement shall be handled in the manner provided by this Article.

SECTION 2: FILING WRITTEN GRIEVANCES:

All employees covered under this Agreement shall have seven (7) working days to file a written grievance after grievance has become known; and ten (10) working days for any employee that may be absent because of illness and/or injury.

SECTION 3: GRIEVANCE PROCEDURE:

First Step - In the case of any such grievance or dispute, the Union Steward shall take the matter up with the employer's representative, and every effort shall be made to reach a mutually satisfactory solution. The Union Steward shall be present at all

times when an employee has a grievance with the employer's representative. The employee may also request to be present.

Second Step - If no solution can be reached, the Union Steward shall refer the matter to the Business Agent, and the Business Agent shall take the matter up with the employer in an endeavor to adjust it amicably.

Third Step - If the Business Agent of the Union and the employer or employer's representative cannot reach a satisfactory agreement, then, the grievance shall be submitted to a designated arbitrator mutually agreed upon by both parties. If the parties cannot agree upon an arbitrator, then the matter shall be submitted to the American Arbitration Association for the selection of an arbitrator. The arbitrator shall render a binding decision within twenty-four (24) days. After the closing of the hearing, the fee of the arbitrator shall be borne equally by the Union and the employer.

ARTICLE V - DISCHARGE OR SUSPENSION:

SECTION 1: CAUSE FOR DISMISSAL OR SUSPENSION:

No regular employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the grievance procedure provided in this Agreement. In the event that it is decided, as provided in the grievance procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the employer shall receive credits for wages or compensation earned by the employee while he was

out of the employer's employ.

Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings, and shall be promptly heard.

SECTION 2: NOTICE TO UNION:

In each instance, the employer shall promptly notify the Union of the action taken, in writing. The parties agree that a dismissal or suspension shall not be subject to the grievance procedure or arbitration as provided in this Agreement unless the Union shall have notified the employer, in writing, of the intention to do so within two (2) weeks of the dismissal or suspension.

ARTICLE VI - TERMINATION OF EMPLOYMENT:

Upon final termination, the employer shall pay all monies due to the employee.

ARTICLE VII - WAGES AND HOURS:

SECTION 1: GENERAL:

The Union agrees that the employer shall be entitled to a "day's work for a day's pay".

The regular work week shall consist of five (5) days of eight (8) hours each day inclusive of the meal period, Monday thru Sunday. Any employee who is called into work shall be paid for a three (3) hour period regardless of the time actually worked.

SECTION 2: PAY PERIOD:

All regular employees covered under this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee.

SECTION 3: PAY DAY:

The regularly designated pay day shall be Wednesday of each and every week. When the regular pay day occurs on a holiday, the employer shall pay the employee the regular work day immediately preceding the holiday.

SECTION 4: STATEMENT OF EARNINGS:

Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

SECTION 5: FINISHED DAY'S WORK:

When an employee has completed a day's work and has left the employer's premises, he shall be "off duty" for at least eight (8) hours prior to being recalled. In the event that an employee is recalled to work within the eight (8) hour "off duty" period, he shall be compensated at one and one-half (1½) times his applicable hourly rate of pay, with a guarantee of three (3) hours at the aforesaid one and one-half (1½) times his hourly rate for Monday through Sunday.

SECTION 6: HOURLY RATES:

A. During the apprentice/training period to be served by all new employees pursuant to Article III, Section 2, employees shall be paid at the rate of \$6.34 per hour for the first six (6) months of employment, \$7.68 per hour for the second six (6) months of employment and \$9.02 per hour for the third six (6) months of employment after which time such employee shall be paid in accordance with the then prevailing wage per his classification pursuant to this contract.

B. The hourly rate for all employees covered by this contract shall be as follows:

	<u>2/1/86</u>	<u>2/1/87</u>	<u>2/1/88</u>
Plant Operators/ Maintenance Operators	\$ 9.87	\$10.37	\$10.87
Maintenance Mechanic	\$10.23	\$10.73	\$11.23
Working Forman	\$10.84	\$11.34	\$11.84

SECTION 7: SHIFT DIFFERENTIAL:

Any second shift employee shall receive an additional \$.25 per hour during the regular forty (40) hours worked on the second shift. Any third shift employee shall receive an additional \$.35 per hour during the regular forty (40) hours worked on the third shift. The additional compensation called for in this section shall not be paid for periods over and beyond the forty (40) hour regular work week and shall not be used in computing the hourly rate for overtime.

ARTICLE VIII - LIFE, DISABILITY & HEALTH INSURANCE:

SECTION 1: LIFE INSURANCE AND PENSION:

Each employee shall be covered, as provided by law, under the New Jersey Public Employees Retirement System.

SECTION 2: HOSPITALIZATION, DENTAL, DRUG AND VISION COVERAGE:

All employees covered under this Agreement shall be provided with coverage under a New Jersey Blue Cross and Blue Shield plan with Rider J, providing full family coverage. In addition, each covered employee shall be provided with a dental, prescription drug and vision plan in a form of comparable benefits to those provided to the management staff of the employer. The cost of these benefits shall be borne exclusively by the employer.

SECTION 3: NEW JERSEY STATE EMPLOYEE DISABILITY PLAN:

All employees covered under this Agreement shall be enrolled at employer's expense, in the New Jersey State Employee Disability Plan.

ARTICLE IX - CLOTHING:

SECTION 1: UNIFORMS:

Commencing on February 1, 1987, all employees covered by this Agreement shall be provided with a uniform service which shall include eleven (11) uniforms for a two-week period and appropriate jackets which shall be laundered by and maintained by a uniform service on a biweekly basis. While this benefit is provided, employees shall wear their uniforms at all times. In the event that an employee reports to work without his uniform, he shall be required to return to his home to obtain his uniform and shall not be paid for that period of time consumed in this activity.

SECTION 2: SAFETY SHOES:

Commencing on February 1, 1988, employer shall arrange for safety shoes to be provided for purchase by its employees. Each employee will be provided a once yearly \$50.00 allowance for the purchase of said safety shoes. This allowance will be paid only to the provider and seller of such shoes as selected by the authority. An employee may select safety shoes for a cost in excess of \$50.00, however, the difference in cost shall be borne by the employee. Commencing on February 1, 1988, all employees shall be required to wear the safety shoes so provided at all times. In the event that an employee reports to work without his safety shoes, he shall be required to return home to obtain his safety shoes and shall not be paid for the time used in this activity.

ARTICLE X - EDUCATION AND LICENSE INCENTIVE:

SECTION 1: EDUCATION AND DEVELOPMENT:

The employer is committed to the continuing education and

professional development of its employees. The Union recognizes, accepts and agrees with the concept of continuing education and professional development of employees. An employee who obtains prior approval from the employer to take courses which are related to employment requirements and who successfully completes any such course, shall be reimbursed for tuition and course materials required, by the employer. No employee shall be eligible for reimbursement unless the employee has first gained the permission of the employer to attend the class. The employer shall pay for all tuition, books and registration fees for all courses taken by employees which are approved in advance by employer. These courses shall be taken, whenever practicable in the evening hours or on weekend so as not to conflict with regular working schedules. In the event that a certain course can only be taken during the regular working day and the employer agrees that the employee should take the course, then the employee and the employer shall attempt to rearrange the working schedule of the employee so that he may still work a forty (40) hour week. Whenever an employee receives approval to attend a seminar conducted during the work day, he shall receive his normal compensation. An employee shall not be compensated for any time spent in taking courses or in study for preparation for course work. The employer however, shall compensate the employee for any time spent in taking examination for licenses, if those examinations are offered only during the regular work day and in addition, only if the employee passes the examination. If the employee prefers to take an examination during the work day which is offered at night or fails an

examination taken during the day, the employee shall not be compensated for that time. Any employee who takes any course related to his employment shall submit to the employer satisfactory evidence of his satisfactory completion of the course requirements. In the event that an employee fails to provide such notification or evidence, then he shall not be eligible for reimbursement and shall pay back to the authority any and all such sums previously advanced by the employer for such course work.

SECTION 2: LICENSE/BONUS PROGRAM:

Pennsauken Sewerage Authority recognizes a benefit of the continued improvement in the professional skills and knowledge of its employees. The desire is to encourage employees to obtain collection and/or systems operators licenses. Accordingly, the employer shall pay a yearly fiscal year-end bonus to any employee who obtains a collection system or systems license. The bonus shall be paid as calculated on an hourly rate for the regular hours worked by such licensed employee during the course of that fiscal year. In the event that an employee voluntarily leaves his employment prior to the end of any fiscal year, he shall not be eligible to participate in that year-end license bonus. In the event that an employee holds more than one license, he shall be paid a bonus based upon the highest license held only. The bonus system and hourly rate shall be as follows:

<u>Collection System</u>	<u>System</u>
C1 - \$.20	S1 - \$.25
C2 - \$.40	S2 - \$.50
C3 - \$.60	S3 - \$.75
C4 - \$.80	S4 - \$1.00

ARTICLE XI - TIME OFF:

SECTION 1: VACATIONS:

A. Entitlement - Employees who have been actively and continuously employed by the employer for the periods specified herein shall be eligible for the following vacations so long as they are actively employed on their anniversary date of hire:

- 1 year of active continuous service: 5 working days;
- 2 years of active continuous service: 10 working days;
- 5 years of active continuous service: 15 working days;
- 15 years of active continuous service: 20 working days.

B. Vacation Pay - Each full week of vacation pay shall consist of forty (40) hours of pay at the employee's straight time hourly rate. Vacation pay shall be paid the eligible employee before he starts his vacation period.

C. Scheduling - The employer shall have the right to schedule the number of men who shall receive vacations at a particular time, according to their seniority. Vacation requests shall be submitted to the employer on or before April 1 of each calendar year. The vacation period of each qualified employee shall be set with due regard to the desire and preference of the employees and by seniority. Vacations shall be scheduled on a year-round basis. All vacations must be taken during the year when due.

D. Holiday During - If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation or a day's pay.

E. Forfeiture - An employee who is discharged for cause or

who resigns without giving one (1) weeks written notice of his intent to resign shall not be eligible for proportionate vacation pay earned by him since the beginning of that credit year. Employees who resign and who have given one (1) weeks' notice to the employer of such intent or who are laid off, or who are released by the employer for other reasons than discharge for cause, shall be eligible for proportionate vacation pay earned to date during that credit year on the basis of one-twelfth (1/12) of their normal vacation to which they would have been entitled for each calendar month worked.

SECTION 2: HOLIDAYS:

A. Holidays Recognized - The parties recognize the following holidays: New Year's Day, Labor Day, Christmas Day, Washington's Birthday, Memorial Day, Columbus Day, Good Friday, Thanksgiving Day, the day after Thanksgiving, Fourth of July, Veteran's Day, General Election Day.

B. Personal Holiday - In addition to the above listed holidays, each employee shall have the right to take three (3) personal holidays on a day of his choosing. The employee shall make every effort to give as much notice to the employer as is possible of the date he intends to take his personal holiday and shall in no event give the employer less than a full two (2) days prior notice. The employer shall make every effort to afford personal holidays on the date of an employee's choosing, however, the parties recognize that continued proper operation of the authorities' business and facilities is of paramount importance and due regard shall be given to the superintendent's discretion regarding same.

C. Resignation or Dismissal - Any employee who has resigned or has been properly dismissed for cause, prior to any of the holidays set forth above shall not be entitled to holiday pay.

SECTION 3: HOLIDAY PAY:

In the event that an employee is required to work on any of the scheduled holidays listed above, then that employee shall receive pay for the holiday plus one and one-half (1½) times his hourly rate for the time he works that holiday.

SECTION 4: SICK LEAVE:

A. Entitlement - All employees shall receive after the completion of their probationary period, one day sick leave per month credit for each month of service to be accumulated from year to year, commencing February 1, 1976. Accumulation of sick time will be permitted up to a maximum of sixty (60) days. An employee shall be entitled upon termination of employment, except for termination resulting from discharge for cause to a sum equal to fifty percent (50%) of accumulated sick leave pay.

B. An employee may, at the end of any fiscal year (being January 31 of any year), sell back any accumulated sick days to the employer at the rate of fifty percent (50%) of the wages to which that employee would otherwise be due as a result of his utilizing the sick days so accumulated.

C. Sick Call - If employees cannot report for work, they are to call one (1) hour prior to their starting time. If employees are off sick more than three (3) consecutive days, they must bring in a doctor's certificate. If the employer feels that the employees

are abusing their sick leave then the employer may request a doctor's certificate if an employee is off sick less than three (3) consecutive days.

SECTION 5: LEAVE OF ABSENCE:

A. Personal Leave of Absence - An employee desiring leave of absence from his employment shall secure written permission from the employer. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods. Permission for extension must be secured from the employer.

B. No Gainful Employment - During the personal leave of absence, the employee shall not engage in gainful employment of any industry. Failure to comply with this provision shall result in the complete loss of job and seniority rights for the employee(s) involved.

C. No Loss of Seniority - Inability to work because of proven illness or injury shall not result in the loss of seniority rights.

D. Continuation of Benefits - The employee shall make suitable arrangements with the employer for the continuation of fringe benefits when indulging in an authorized leave of absence.

SECTION 6: MILITARY SERVICE:

A. Active Military Service - In the event that any regular employee volunteers for, or is called to active military service in the Armed Forces of the United States, such employee shall not, during the period of such service, lose his seniority rights as herein provided. Upon his discharge from such service, he shall be offered

his former position, or one of like status, provided he:

- (1) received a certificate of honorable discharge;
- (2) is still qualified to perform the duties of his position, and;
- (3) applied for reinstatement within ninety (90) days after such discharge.

Employees shall receive a written leave of absence from the employer when leaving to enter into the military forces.

B. Summer Encampment - In the event any employee covered by this Agreement, who is a reserve in the Armed Forces of the United States, is required to go away on maneuvers of summer encampment, for a temporary period, the employer agrees to supplement his military pay with an amount sufficient to equal his regular forty (40) hour weekly earnings at the straight time rate for his job classification. This shall be limited to ninety (90) calendar days.

SECTION 7: JURY DUTY:

In the event any employee covered by this Agreement is required to serve Jury Duty, the employer agrees to supplement his Jury Duty compensation with an amount sufficient to equal his regular forty (40) hour weekly earnings at the straight time rate for his job classification.

SECTION 8: DEATH IN FAMILY:

In case of death in the employee's family which shall consist of spouse, mother, father, children, brother, sister, mother-in-law or father-in-law, the employer shall grant such employee affected from the day of death through the day of interment a maximum of three (3)

days off with pay, at the regular straight time pay rate, for the purpose of attending services for the deceased. The three (3) days pay is to compensate the employee for any time loss, Monday through Sunday because of such death. The employee must submit a death certificate as proof of such death to the employer. All employees must be on the seniority list for a period of three (3) months before becoming effective.

ARTICLE XIII - BAN ON STRIKES:

It is recognized that the continued and uninterrupted operation of the Pennsauken Sewerage Authority is of paramount importance to the citizens of the community served by the employer for reasons of health, safety and welfare. Therefore, there shall be no interference by the Union or its members of such operation. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the Union, its officers, members, agents or principals agree that they will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or other suspension of or interference with the normal work performance at the Pennsauken Sewerage Authority.

ARTICLE XIII - SAVING AND SEVERABILITY CLAUSE:

The parties to this Agreement believe it complies with the applicable laws of the State of New Jersey. Accordingly, it is agreed that nothing contained in this Agreement shall require Union or employer to do anything which violates the law. The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under, or in contravention

of any operable Federal or State Law, or under which employer or Union is required to do any act which is in contravention of any Federal or State Law, shall be null and void, but in such event the remaining clauses shall continue in full force and effect for the term of this Agreement, and any renewal thereof. The parties agree, in good faith to attempt to replace any such null and void clause with a clause which conforms with the law. The parties further agree that if during the term of this Agreement or any renewal thereof any such null and void clause shall become legal or permissible by legislative enactment, a subsequent decision of the Courts or otherwise, such null and void clause shall again become part of this Agreement. Any disagreement shall be submitted to the grievance procedure.

ARTICLE XIV - BINDING EFFECT:

The parties to this Agreement agree to be bound by all of the terms and provisions of the agreement and the interpretations and enforcement thereof, and do further agree to participate in negotiations or renewal of the contract.

ARTICLE XV - TERM OF AGREEMENT:

This Agreement shall be in effect in full force and effect from the 1st day of February, 1986 and shall remain in effect until and including the 31st day of January, 1989.

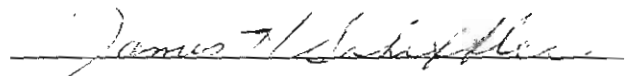
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this _____ day of December, 1985.

FOR THE UNION:

FOR THE PENNSAUKEN SEWERAGE AUTHORITY:



DATED: 1-21-86



DATED: 1-21-86

ADDENDUM

This is an Addendum to a Contract between the Pennsauken Sewerage Authority and Teamsters Local 676, which Contract is for a period commencing February 1, 1986 through January 31, 1989.

WHEREAS, the parties desire to more specifically set forth their agreement and in consideration for all mutual agreements and covenants contained therein, it is agreed as follows:

During a new employee's ninety (90) day probationary period, he shall not accumulate or accrue sick days. Accumulation and accrual of sick days shall commence after the expiration of any such new employees, ninety (90) day probationary period.

This Addendum is made solely for the purpose of a more clearly defining agreement between the parties, and shall not be construed to alter, modify or ammend any of the terms expressly set forth in that agreement.

ATTEST:

WITNESS

Carol Santarpia
WITNESS 2-1-86

John Ferguson
WITNESS 2-1-86

[Signature] 1-31-86
TEAMSTERS LOCAL 676

James H. Schiffer 2-1-86
CHAIRMAN

Carl R. Bierbach Sr.
SECRETARY 2-1-86