

1771

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A G R E E M E N T

Between

PENNSAUKEN SEWERAGE AUTHORITY

(OFFICE CLERICAL EMPLOYEES)

And

TEAMSTERS LOCAL UNION NO. 676

EFFECTIVE DATES:

FEBRUARY 1, 1990
up to and including
JANUARY 31, 1993

3

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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.

WITNESSETH:

Whereas, the Pennsauken Sewerage Authority and the Union recognize and declare that providing quality clerical, office personnel for the Pennsauken Sewerage Authority is their mutual aim, 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 1

RECOGNITION

Section 1

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 office, clerical employees).

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 entitled to 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, handicap 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," or 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 its 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

The employees of the PSA, who are members in good standing with the Union, shall have the right to elect a Shop Steward and an alternate from the PSA seniority list, provided however, that the employer shall not be required to pay the employees for the time spent conducting the election or in voting for it. The authority of the Shop Steward and alternate so elected shall be limited to and shall not exceed the following duties.

- A. The investigation and presentation of grievances to the Employer in accordance with the provisions of the Collective Bargaining Agreement.
- B. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information have been reduced to writing, or, if not reduced to writing are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle

goods, or any other interference with the Employer's business.

- C. Shop Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by law and by official action of the Union. The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer shall have the authority to impose proper discipline, including discharge in the event the Shop Steward has taken unauthorized strike action, slow-down, or work stoppages in violation of this Agreement.
- D. Shop Stewards, when directed by the Union, and pursuant to the first step of the grievance machinery provided in this Agreement shall be permitted to investigate, present and process grievances on the property of the Employer, without loss of time of pay. A reasonable time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.
- E. Whenever the Shop Steward is required to attend any grievance hearing attended by representatives of the Employer and the Union, he shall be compensated by the Employer for all lost earnings or time lost. When a Business Agent and Employer agree to a meeting to be

attended by the Shop Steward, the Steward shall be compensated by the Employer for all lost earnings or lost time. Time lost shall be construed to mean that the Shop Steward shall be paid for all time spent while negotiating grievances with the Employer, during the employee's regular working hours not in excess of seven (7) hours per day. Time is to be computed at the applicable hourly rate for the Stewards 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.

Hold Harmless

The Union agrees to hold harmless and indemnify the employer from any liability of whatsoever nature for compliance with the above provisions of this Agreement, it being specifically recognized that the employer has not investigated, researched or offered any opinions as to the lawfulness of any deductions requested by any employee in accordance with the provisions set forth above.

Section 12 Sanitary Conditions

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

Section 13 Reporting Accidents

Any employee involved in an accident shall immediately or as soon as possible report said accident to his employer.

Section 14 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/her, at employer's place of business, shall sustain no loss of pay for the balance of the day on which he/she was injured.

Section 15 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 schedules 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 employee 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 judgment 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

This Agreement shall cover and govern the following classifications of employees:

Billing Coordinator
Administrative Secretary
Accounts Payable and Collections Clerk
General Clerical/Accounts Receivable Clerk

From time to time, as the need occurs, employees shall work in positions outside of their title and it is specifically agreed that such policy may and shall continue.

Section 2 Work Outside of Classification

In the event that any non-management clerical employee is requested to perform work generally and usually performed by management employees, such non-management clerical employees shall not be held responsible by the Employer for his or her performance in such work outside the classifications covered by this Agreement, except for acts of gross negligence or willful misconduct. This does not change or alter the responsibility of non-management clerical employees for work performed in positions outside of their title within the general responsibility of non-management employees.

Section 3 Work To Be Performed by Covered Employees Only

All work performed in any classification or title covered under this Agreement, shall be performed solely by employees covered under this Agreement; and no work under any classification or title covered by this Agreement shall be performed by either the Employer or the Employer's representatives, such as managers or supervisors.

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 of ninety (90) days. During the probationary period of ninety (90) days, the employee may be discharged without further recourse.

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.

Section 4 Accrual of Seniority

After the employee has worked for the Employer for at least ninety (90) days, the employee shall gain seniority status.

Section 5 Layoff and Recall

Should it become necessary to lay employee 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. The recall provisions of this section shall remain in effect for one (1) year following the date the employee is laid off. In the event the need exists to abolish a particular title, the Employer has the right to so abolish; however, in such instance an employee shall in accordance with seniority bump other employees laterally or downward.

Section 6 Notification of Recall

The employer, when recalling laid off employees, shall send a telegram or registered or certified letter to the employee's last know address (as indicated on the employee's records) and the employee shall have five (5)

working 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 7 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, layoff 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 11 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 8 Part-Time Employees

This contract is for full-time employees only. If at any time in the future the Authority would have a need for temporary or part-time employees, they will be paid at an hourly rate and will not be entitled to any benefits.

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 of Written Grievances

All employees covered under this Agreement shall have five (5) working days to file a written grievance after a grievance has become known; and ten (10) 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 employers 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 in Step One, the Business Agent may present the grievance in writing within fifteen (15) working days thereafter in an endeavor to adjust it amicably. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance without prejudice.

Third Step

If the Business Agent of the Union and the employer or employer's representative cannot reach a satisfactory agreement, under the second step above, then, the Union may file for arbitration within thirty (30) working days after the denial in step two. 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. Failure to file for arbitration with the said thirty (30) working days shall be deemed to constitute an abandonment of the grievance without prejudice.

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.

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 including accrued vacation and holidays and subject to the provisions herein, accrued sick days.

ARTICLE VII WAGES AND HOURS

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 seven (7) hours each day exclusive of the meal period, Monday through Friday 8:30 a.m. to 4:30 p.m.

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

In the event that an employee is recalled to work at any time other than the usual business hours as previously defined, he or she shall be compensated at the rate of one and one half (1 1/2) times his or her applicable hourly rate of pay, with guarantee of three (3) hours at the aforesaid one and one half (1 1/2) rate.

Section 6 Wage and Job Classifications

2-1-90 to 6-24-90

Hourly rates from 2/1/89 - 11/31/89 contract
OLD LONG. 11/31/89
 $11.12 \times 18\% + .55 = 13.68$
 $9.38 \times 6\% + .55 = 10.50$

Billing Analyst/Computer	\$11.67 per hour
Secretary/Receptionist	9.93 per hour
Bookkeeper	9.44 per hour
Collection/General Clerk	8.81 per hour
General Clerical	8.39 per hour

6-25-90 to 1-31-91

Billing Coordinator	\$11.67 per hour - 13.68
Administrative Secretary	10.45 per hour - 11.02
Account Payable/Collection Clerk	9.80 per hour
Accounts Rec./General Clerk	8.81 per hour

2-1-91 to 1-31-92 + 50

Billing Coordinator	\$12.17 per hour - 14.18
Administrative Secretary	10.95 per hour - 11.52
Account Payable/Collection Clerk	10.30 per hour
Accounts Rec./General Clerk	9.31 per hour

2-1-92 to 1-31-93 + 50

Billing Coordinator	\$12.67 per hour - 14.68
Administrative Secretary	11.45 per hour - 12.02
Account Payable/Collection Clerk	10.80 per hour
Accounts Rec./General Clerk	9.81 per hour

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Section 7 New Employees

As to any newly hired employees falling within the job classifications covered by the subject contract, their rate of pay shall be as related to their job classification:

Date of Hire To 90 Days	-	75% of Base Pay
91 Days to 120 Days	-	85% of Base Pay
121 Days to 150 Days	-	95% of Base Pay
151 Days after Hire	-	Base Pay.

Section 8 Longevity

A. Effective February 1, 1990, in addition to salaries employees shall receive longevity as follows:

<u>Length of Service</u>	<u>Amount</u>
5 - 9 years	3% of Base Pay
10 - 14 years	4% of Base Pay
15 to 19 years	5% of Base Pay
20 years and over	6% of Base Pay

B. Longevity payments shall be paid in a separate check during the first week of December of each year.

C. An employee shall be eligible for the appropriate amount of longevity so long as he/she begins the appropriate year of service at some time during the calendar year it is paid.

Example: Any employee hired during the period 1/1/86 to 12/31/86 would be eligible for longevity on 12/1/90

D. This Longevity Plan replaces the Longevity Plan originally in effect since 1986. Longevity currently included in employee's salaries shall not be affected.

ARTICLE VIII LIFE, DISABILITY & HEALTH INSURANCE

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

Section 2 Hospitalization

All employees covered under this Agreement shall be provided with coverage under a New Jersey Blue Cross and Blue Shield plan with Rider "J" and Major Medical benefits, with the cost of the entire family plan to be paid by the Employer. The new employees shall receive the foregoing insurance coverage upon completion of their probationary period and any service waiting period prescribed by the insurance carrier. The Employee agrees to pay ten percent (10%) of any increase in costs effective January 1, 1991.

Section 3 Dental

All employees covered under this Agreement shall be provided by the Employer at its cost, dental insurance in the form presently provided to the management staff of the Employer.

Section 4 Vision and Prescription Plans

All employees covered under this Agreement shall be provided and covered at the Employer's cost with the Vision Service Plan and Blue Cross, Blue Shield Prescription Plan.

ARTICLE IX TIME OFF

Section 1 Vacations

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 and beyond:
= 20 working days.

Each full week of vacation pay shall consist of thirty five (35) hours of pay at the employee's straight time hourly rate. Vacation pay shall be paid to the eligible employee before he starts his vacation period.

The employer shall have the right to schedule the number of employees who shall receive vacations at a particular time, according to their seniority. Vacation requests shall be submitted to the Executive Director on or before April 1 of each calendar year. The Executive Director shall notify all employees within five (5) working days as to the acceptance or rejection of any vacation requests. 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.

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.

An employee who is discharged for cause or who resigns without giving two (2) weeks' written notice of his intent to resign shall not be eligible for proportionate vacation pay earned by him or her since the beginning of that credit year. Employees who resign and who have given two (2) 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 day during that credit year on the basis of one-twelfth (1/12th) of their normal vacation to which they would have been entitled the following February 1, for each calendar month worked.

Section 2 Holidays

A. The parties recognize the following holidays:

New Year's Day
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Martin Luther King's Birthday

Section 2

B. Personal Holiday

In addition to the above listed holidays, each employee shall have the right to take three (3) personal holidays per year on the day of his/her 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/her 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 employees choosing.

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.

D. An employee shall not be entitled to pay for a holiday, in the event he does not report for work, if scheduled, because of illness, on the day preceding or the day immediately after any holiday, except with a doctor's note at the Employer's discretion. An employee shall be entitled to holiday pay if he utilizes a personal day of absence in accordance with procedures set forth herein, or a vacation day on the day preceding or after the holiday.

Section 3 Sick Leave

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, with accumulation of sick time permitted to a maximum of sixty (60) days. An employee shall be entitled to sell-back accumulated sick leave at the rate of one hundred percent (100%). Request for sell-back must be made by November 1 and will be paid on the first pay day in December of each year. In addition, an employee must retain a minimum of fifteen (15) days sick leave except upon termination. If employees are off more than three (3) consecutive days they must bring in a doctor's certificate. If the Employer feels that the employee's are abusing their sick leave then the Employer may request a

doctor's certificate if an employee is off sick less than three days. Employees shall be permitted to use up to three of their credited sick days per year to care for a sick spouse or child who resides in the employee's home.

Section 4 Leave of Absence

A. Personal Leave of Absence

An employee desiring leave of absence without pay from his/her 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 Employer shall cooperate with the employee to secure a continuation of healthcare, pension or like benefits, at employee's cost during a permitted leave of absence.

Section 5 Jury Duty

In the event any employee covered by this Agreement is required to serve Jury Duty, the employer agrees to supplement his/her Jury Duty compensation with an amount sufficient to equal his/her regular thirty five (35) hour weekly earnings at the straight time rate for his/her job classification.

Section 6 Death in Family

In case of death in the employee's family which shall consist of spouse, mother, father, brother, sister, mother-in-law, father-in-law, children, grandchildren, the three (3) days off shall be at regular straight-time pay for the purposes of attending services for the deceased. The three (3) days pay is to compensate the employee for any time lost, Monday through Friday because of such death. 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 this provision will become effective. In addition thereto and subject to the terms listed above an employee shall be permitted one (1) day off with pay in the event of the death of a grandparent, sister-in-law, brother-in-law, niece, nephew, aunt and uncle.

ARTICLE X 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 Authority 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 XI 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 Court or otherwise, such null and void clause shall again become part of this agreement. Any disagreement shall be submitted to the grievance procedure.

ARTICLE X11

BINDING EFFECT

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

ARTICLE XIII

TERM OF AGREEMENT

This agreement shall be in effect in full force and effect from the 1st day of February, 1990 and shall remain in effect until and including the 31st day of January, 1993.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 25th day of JUNE, 1990.

PENNSAUKEN SEWERAGE AUTHORITY

TEAMSTERS LOCAL UNION 676

Daniel H. Schaffer
Carl R. Baerbach

Edward C. Mulvenna
EDWARD C. MULVENNA, PRESIDENT
AND EXECUTIVE OFFICER *6/28/90*

ADDENDUM TO COLLECTIVE BARGAINING
AGREEMENT EXECUTED JUNE 25, 1990
BY AND BETWEEN THE PENNSAUKEN SEWERAGE AUTHORITY
AND TEAMSTER'S LOCAL UNION NO. 676

THIS IS AN AGREEMENT by and between the Pennsauken Sewerage Authority (hereinafter PSA) and Teamsters Local Union No. 676 (hereinafter Union). The effective date of this agreement shall be February 1, 1993 and it shall expire on January 31, 1994. In consideration for the mutual covenants, promises and agreements contained herein the parties do hereby agree as follows:

1. RECITALS:

The Union is the duly authorized and recognized collective bargaining agent for all office and clerical employees of the PSA. PSA and the Union entered a contract dated June 25, 1990 covering a period of February 1, 1990 through January 31, 1993, which sets forth in specificity, recognition of the Union, the scope of its representation, the terms and conditions of employment and all other matters relevant to those employees included in the collective bargaining unit. The Union is also the recognized representative of certain other employees of the Pennsauken Sewerage Authority and on behalf of those employees has entered a contract which will expire on January 31, 1994. PSA and the Union recognize and agree that it will be mutually beneficial to negotiate a single contract by and between the PSA and the Union covering all PSA employees represented by the Union. In order to accomplish this desirable objective, the Union and PSA desire to extend the current contract for all office and clerical employees for a period of one (1) year, subject to certain terms and conditions contained herein.

2. TERMS AND CONDITIONS OF EXTENSION:

In consideration for the agreement to extend the contract for all office and clerical employees, PSA and the Union do hereby agree that effective February 1, 1993, the wages to be paid by PSA to all office and clerical employees covered under the aforementioned collective bargaining agreement shall be increased by sixty cents (\$.60) per hour. In all other respects, the terms of the aforementioned collective bargaining agreement shall remain in full force and effect during the term of this addendum. No amendments and/or modifications other than those expressly set forth herein shall be permitted unless expressly agreed to in a writing executed by both the PSA and the Union.

3. EXPIRATION:

The terms of this addendum shall expire on January 31, 1994.

4. MISCELLANEOUS:

This addendum represents the full and complete understanding by and between the PSA and the Union. By causing this addendum to be executed, the PSA and the Union each warrant and represent to the other that it has been executed by a duly authorized representative and that the execution hereof has been properly authorized in accordance with law. This addendum shall be interpreted in accordance with the laws of the State of New Jersey. Any dispute arising hereunder shall be resolved first by a good faith effort to negotiate the dispute by and between the parties and then by mediation/arbitration in accordance with the statute rules and regulations governing public employees.

IN WITNESS WHEREOF the parties have set their hand and seal this 7th day of December, 1992.

WITNESS:

TEAMSTERS LOCAL UNION NO. 676

By John J. Jordan 12-1-92

ATTEST:

By Carl R. Bierbach
CARL R. BIERBACH, SECRETARY

PENNSAUKEN SEWERAGE AUTHORITY

By James H. Scheffler
JAMES H. SCHEFFLER, CHAIRMAN