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A G R E E M E N T

To

PENNSAUKEN SEWERAGE AUTHORITY

From

TEAMSTERS LOCAL UNION NO. 676

Effective Dates:

February 1, 1991

up to and including

January 31, 1994

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Table of Contents

ARTICLE I - GENERAL.....1

 Section 1: Exclusivity of Representation.....1

 Section 2: Agency Shop.....2

 Section 3: Extra Contract Agreements.....3

 Section 4: Discrimination.....3

 Section 5: Blacklist.....3

 Section 6: Posting of Notices.....4

 Section 7: Wage Executions.....4

 Section 8: Access to Premises.....4

 Section 9: Inspection of Payroll Records.....4

 Section 10: Shop Stewards.....4

 Section 11: Union Dues: Credit Union: D.R.I.V.E.
 Hold Harmless.....5

 Section 12: Sanitary Conditions.....7

 Section 13: Safe Working Conditions.....7

 Section 14: Reporting Accidents.....7

 Section 15: Compensable Injuries.....7

 Section 16: Managements Rights.....8

ARTICLE II - CLASSIFICATIONS COVERED.....10

 Section 1: Classifications Covered.....10

 Section 2: Duties and Work Out of Classification....10

ARTICLE III - HIRING NEW EMPLOYEES AND SENIORITY.....11

 Section 1: Job Posting.....11

 Section 2: Probationary Period.....11

 Section 3: Seniority After Probationary Period.....11

 Section 4: Layoff and Recall.....12

 Section 5: Notification of Recall.....12

 Section 6: Loss of Seniority and Job.....13

 Section 7: Revocation of Driver's License.....14

 Section 8: Substitutions.....

ARTICLE IV - GRIEVANCE MACHINERY.....14

 Section 1: All Grievances Covered.....14

 Section 2: Filing Written Grievances.....14

 Section 3: Grievance Procedure.....14

ARTICLE V - DISCHARGE OR SUSPENSION.....	15
Section 1: Cause for Dismissal or Suspension.....	15
Section 2: Notice to Union.....	16
ARTICLE VI - TERMINATION OF EMPLOYMENT.....	16
ARTICLE VII - WAGES AND HOURS.....	17
Section 1: General.....	17
Section 2: Pay Period.....	17
Section 3: Pay Day.....	17
Section 4: Statement of Earnings.....	17
Section 5: Finished Day's Work.....	18
Section 6: Hourly Rates.....	19
Section 7: Longevity Rates.....	19
Section 8: Shift Differential.....	20
Section 9: On Call.....	20
ARTICLE VIII - LIFE, DISABILITY & HEALTH INSURANCE.....	21
Section 1: Life Insurance and Pension.....	21
Section 2: Hospitalization.....	21
Section 3: Dental.....	22
Section 4: Vision and Prescription Plans.....	22
Section 5: New Jersey State Disability Plan.....	22
ARTICLE IX - CLOTHING.....	22
Section 1: Uniforms.....	22
Section 2: Safety Shoes.....	23
ARTICLE X - EDUCATION AND LICENSE INCENTIVE.....	24
Section 1: Education and Development.....	24
Section 2: License/Bonus Program.....	26
ARTICLE XI - TIME OFF.....	27
Section 1: Vacations.....	27
Section 2: Holidays.....	28
Section 3: Holiday Pay.....	30
Section 4: Sick Leave.....	30
Section 5: Leave of Absence.....	32
Section 6: Military Service.....	32
Section 7: Jury Duty.....	33
Section 8: Death in Family.....	34

ARTICLE XII - BAN ON STRIKES.....	34
ARTICLE XIII - TEAMSTERS LOCAL 676 & EMPLOYERS ANNUITY FUND..	35
ARTICLE XIV - HIGHER CLASSIFICATIONS.....	38
ARTICLE XV - DISCIPLINARY ACTIONS.....	38
ARTICLE XVI - SAVING AND SEVERABILITY CLAUSE.....	40
ARTICLE XVII - BINDING EFFECT.....	41
ARTICLE XVIII - TERM OF AGREEMENT.....	41

This Agreement made between the Pennsauken Sewerage Authority, hereinafter referred to as PSA or Employer, and Teamsters Local Union 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 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," 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 employers agrees to the posting within its business premises, of notices of Union meeting, 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 operation 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: Credit Union: D.R.I.V.E.

- A. Union 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.

B. Credit Union

The employer agrees to make payroll deduction for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the employer with a signed

card so authorizing. Such deduction will only be remitted to the Credit Union once a month.

C. P.A.C. - Teamsters Local Union 676

The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to P.A.C. Local 676. P.A.C. Local 676 shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase, "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to Teamsters Local Union No. 676, 101 Crescent Boulevard, Collingswood, NJ 08108 on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

D. 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 and a shower.

Section 13 Safe Working Conditions

Under no circumstances will any 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 conditions 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 immediately, or as soon as possible, report said accident on an accident report form, ^{provided by the employer,} to his employer to be signed by the employer or authorized agent.

Section 15 Compensable Injuries

Any employee sustaining injuries which are compensable

under the Workers' 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 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 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 suspended, 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 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

Section 1 Classifications Covered

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

CLASS I - Specialty Technicians

CLASS II - T.V. Equipment Operator

CLASS III - Maintenance Mechanic

CLASS IV - Maintenance Operator

The definitions, scope and classifications are on file with the Executive Director of the PSA

Section 2 Duties and Work Out of Classifications

A. Duties

See job descriptions for specific duties of each classification.

B. Work Out of Classifications

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, or reasonably equal, 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. In addition, all new employees shall be subject to an apprentice/training period of eighteen (18) months. During this eighteen (18) month period, a new employee's wages will be as outlined in Article VII, Section 6.

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 date of hire. In case of discharge within the probationary period, the employer shall notify the Union. Every employee hired by the employer shall have thirty (30) days after his hire to 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 Period

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 office employees, shall send a telegram or registered or certified letter to the employee's last known address (as indicated on the employee's record) 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 and 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 Drivers License

- A. All employees must have a valid commercial drivers license to be employed by the Authority.

ARTICLE IV GRIEVANCE MACHINERY

Section 1 All Grievance 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 a 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 governing 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 employee including accrued vacation and subject to the provisions herein, accrued sick days.

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 provided Monday through Friday. 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 (1 1/2) times his applicable hourly rate of pay, with a guarantee of three (3) hours at the aforesaid one and one half (1 1/2) times the hourly rate for Monday through Friday. Notwithstanding the foregoing, in the event an employee does not work forty (40) hours of straight time during any one week, he shall not be entitled to a premium if he is recalled to work within the eight (8) hour "off duty" period. In other words, he shall receive only straight time and not time and one half (1 1/2) times his hourly rate of pay in the event that he has not or does not work forty (40) hours of straight time during the same weekly pay period. For purposes of this paragraph, an employee shall be credited as though he had worked, if he is absent from work during a holiday, vacation, or an authorized personal day of absence. For purposes of this paragraph, he shall not be

credited for an absence from work for illness, regardless of the utilization of sick days as authorized by his contract.

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 \$6.94 per hour for the first six (6) months of employment, \$8.34 per hour for the second six (6) months of employment and \$9.74 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 base hourly rate for all employees covered by this contract shall be as follows:

	2/1/91	2/1/92	2/1/93
Class I	--	--	--
<i>Ben</i> - Class II	13.00	13.65	14.27
<i>Rich</i> Class III	12.37	12.99	13.58
<i>all</i> - Class IV	11.99	12.59	13.16

Section 7

Longevity

A. Effective February 1, 1991 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 - 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 of 12/1/90.
- D. This Longevity Plan replaces the Longevity Plan in effect since 1988. (Longevity currently included in employee's salaries shall not be affected.)

Section 8 Shift Differential

Any second shift employee shall receive an additional \$.25 per hour during the regular forty (40) hours worked on the second 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.

Section 9 On Call

There will be an on call employee during the hours of

11:00 p.m. to 7:00 a.m. on Monday through Friday and for twenty-four (24) hours on Saturday and Sunday. The on call employee will cover these hours for seven (7) consecutive days each week beginning on Monday. The on call employee will receive compensation in the amount of \$250.00 for all of the hours covered above. When a paid holiday occurs during the on call week the employee will receive a day off for the 7:00 a.m. to 3:00 p.m. shift. This day is to be taken within a 3 week period to be used as a single day and not used in conjunction with other days, such as vacation or personal days. The day scheduled must be approved by the Superintendent. The on call employee will receive a one time three (3) hour regular over time pay for the 3:00 p.m. to 11:00 p.m. shift only if he is called out during this shift. Pennsauken Sewerage Authority wording to be able to open contract to discuss any possible proposed necessary changes.

ARTICLE VIII LIFE, DISABILITY & HEALTH INSURANCE

Section 1

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 31, 1992.

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.

Section 5 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

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

The employer shall arrange for safety shoes to be provided for purchase by its employees. Each employee will be provided a once yearly \$75.00 allowance for the purchase of said safety shoes. This allowance will be paid to the provider and seller of such shoes as selected by the authority, or paid to the employees as reimbursement provided that the employee produces a paid receipt and allows the employer to inspect the shoes. An employee may select safety shoes for a cost in excess of \$75.00; however, the difference in cost shall be borne by the employee. All employees shall be required to wear safety shoes 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 authority will require, as a condition of employment, that all employees will have taken and successfully completed an approved Waste Water Course that will include collection systems. Current employees will have a three (3) year period to successfully complete the course. The employee will not be required to take the State licensing test.

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 the employer. These courses shall be taken, whenever practicable, in the evening hours or on weekends 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 received 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 continues improvement in the professional skills and knowledge of its employees. The desire is to encourage employees to obtain collection system license. Accordingly, the employer shall pay a yearly fiscal year-end bonus to any employee who obtains a collection system 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 the 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 base upon the highest license held only. The bonus system and hourly rate shall be as follows:

Collection System

C1 - \$.20

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 - 5 days
2 years - 10 days
5 years - 15 days
11th year - 16 days
12th year - 17 days
13th year - 18 days
14th year - 19 days
15th year and beyond - 20 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 to the eligible employee before he starts his vacation period.

C. Scheduling - 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 employer on or before April 1, or 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
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Christmas Day

Labor Day
Columbus Day
Veteran's Day
General Election Day
Thanksgiving Day
Day after Thanksgiving Day
Martin Luther King 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 authority's 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.
- 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. 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 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 (1 1/2) times his hourly rate for the time he works that holiday.

Section 4 Sick Leave

- A. 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 of sick leave except upon termination. If employees are off more than three (3) consecutive days they must bring 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 any employee is off sick less than three days.

- B. 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 any employee is off sick less than three (3) consecutive days.
- C. At the beginning of the second year (February 1, 1992) of this contract, all employees are entitled to one (1) additional sick day per year. At the beginning of the third year, (February 1, 1993) all employees are entitled to two (2) additional sick days per year. Thus, in the third year, all employees will have a total of fifteen (15) sick leave per year.

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.
- 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 or 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 earning 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, father-in-law or grandparent, 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 this provision becomes effective.

ARTICLE XII 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 provide for the equitable settlement of grievances arising out of this Agreement, the Union, its officers, members, agents of 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 TEAMSTERS LOCAL 676 AND EMPLOYERS ANNUITY FUND

Section 1

The employer will contribute to the Teamsters Local 676 and Employers Annuity Fund (hereinafter referred to as the "Fund") as provided below.

Section 2

The employer shall contribute into the Fund the sum of three dollars (\$3.00) per month for each regular employee of the employer covered by this Agreement who has completed probation.

Section 3

The sums required in Section 2 above shall be remitted to the Fund at Insurance and Retirement Administrators, Inc., P.O. Box 470, Valley Forge, PA 19481, or at any

other location that may be determined by the Trustees of the Fund upon notification of the employer.

Section 4

The monthly payments shall be submitted to the Fund on or before the 20th day of the month following the month for which they were to be credited.

Section 5

Notwithstanding the provisions of any other article in this contract, the Union may ~~strike or~~ ^{TAB - 6/3/41 CRB 6/3/91} take any other economic action against a delinquent employer following receipt by the employer of five (5) working day written notice from the Fund of the delinquency. Such notice shall be given by telegram, registered or certified mail, stating that the employer is delinquent if the delinquency is not corrected during the five (5) day period the Union may take economic action. Copies of the delinquency notice shall also be sent by the Administrator of the Fund to the Local Union and the Chairperson of the Board of Trustees.

Section 6

Failure on the part of the employer to timely pay the contributions as specified hereinabove shall make him liable for all claims, damages, attorneys' fees, court

costs, plus all arrears and payments plus ten percent (10%) of the total as liquidated damages.

Section 7

The employer shall complete and deliver to the Fund an Employer's Report, stating the name, social security number, and amount of contribution for each covered employee. The Fund shall prepare the appropriate forms for reporting contributions. Such reports shall be forwarded to the Fund with each and every contribution payment.

Section 8

The Trustees of the Fund or their designated representative shall have the authority to audit the time cards, payroll and wage records of the employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of the contributions made to the Fund and adherence to the requirements of this Agreement regarding coverage and contributions. The Trustees or their designated representative shall give the employer at least a five (5) working day advance notice of their request to audit the employer's records.

Section 9

By execution of this Agreement, the employer authorized the Trustee of the Fund to enter into appropriate trust agreements necessary for the administration of such funds. The employer designates the Employer Trustees of the Fund to act on its behalf, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE XIV HIGHER CLASSIFICATIONS

Section 1

An employee who is deemed qualified by his supervisor, and temporarily assigned work in a higher classification than his own shall be paid at the rate applicable to the higher classification for such, after performing said work for one (1) day in any given week, spending at least fifty percent (50%) of his time in the higher paid classification. An employee shall be paid at the rate of his own classification when performing work in a lower classification.

ARTICLE XV DISCIPLINARY ACTIONS

Section 1

It is mutually agreed that certain acts, which jeopardize the safe and effective operation of the employer, are so serious that immediate discharge is justified. These

include:

1. Possession or use on the employer's property of intoxicating liquors, narcotics or other controlled substances for which you do not have a prescription or reporting for work under the influence of any of these substances;

2. Theft or unauthorized or willful destruction of employer's property;

3. Fighting with, threatening, or intimidating other employees;

4. Walking off the job in defiance of orders;

5. Unauthorized removal, copying, or divulgence of confidential information;

6. Falsification of records, including information of employment application and time cards;

7. Insubordination;

8. Possession or weapons or firearms on the employer's property.

In addition, there are certain acts that will be considered cause for remedial action which could range from oral or written reprimand to suspension from work without pay to dismissal. These include, but are not limited to:

1. Sleeping while on duty;

2. Failure to report for work without a bona fide

reason;

3. Leaving the work station without being properly relieved or receiving permission or notifying the supervisor;

4. Willfully interfering with the work performance of other employees;

5. Unsatisfactory work performance;

6. Disorderly conduct.

ARTICLE XVI 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

