

A G R E E M E N T

BETWEEN

THE LINDEN ROSELLE SEWERAGE AUTHORITY
CITY OF LINDEN, NEW JERSEY

AND

LOCAL UNION NO. 209D
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION

.....
JANUARY 1, 2005 THROUGH DECEMBER 31, 2007
.....

TITLE

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PREAMBLE

This Agreement entered into this 19th day of December, 2001 and amended March 23, 2005 by memorandum of agreement attached by and between The **LINDEN ROSELLE SEWERAGE AUTHORITY** located at 5005 South Wood Avenue, Linden, New Jersey, hereinafter referred to as the "Authority" and **LOCAL UNION NO.209D** affiliated with the **UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION**, hereinafter referred to as the "Union". It contains the entire Agreement between the parties hereto as a result of collective bargaining and covers all matters pertaining to rates of pay, wages, hours of work and conditions of employment for the period stated herein.

ARTICLE I

RECOGNITION

The Authority hereby recognizes the Union as the exclusive bargaining agent for all non-professional employees but excluding all professional, craftsmen, managerial executives, office employees, confidentials, police and supervisors within the meaning of the New Jersey Public Employer-Employee Relations Act.

ARTICLE II

HOURS OF WORK

A. Work Week- Day Employees and Laboratory Employees

1. Day Employees

The scheduled work week of day employees shall begin at 7:31 a.m. Monday and end 7:30 a.m. the following Monday. A work week shall consist of five (5) work days of eight (8) hours each that begins Monday at 7:31 a.m. and ends Friday at 4:00 p.m. Each work day shall begin at 7:31 a.m. and end at 4:00 p.m. with a daily unpaid lunch period between 12:00 noon and 12:30 p.m.

2. Laboratory Employees

The scheduled workweek of laboratory employees shall begin at 7:31 a.m. on the first day of the employee's scheduled workweek and end at 7:30 a.m. seven- (7) calendar days later. The workweek shall consist of five (5) work days of eight (8) hours each and shall begin at 7:31 a.m. and end at 4:00 p.m. with a daily unpaid lunch period of one half (1/2) hour.

B. Shift Operators

1. Employees who operate the plant equipment shall be called Shift Operators.

2. In case of emergency as may be determined by the Authority, Shift Operators shall be relieved by Relief Operators. An emergency shall include but is not limited to extended illness, leave of absence, vacation, jury duty, job injury, unfilled vacancy due to suspension, discharge or resignation or during a period a new employee is assigned to the day shift for training purposes.

C. Work Week - Shift Operators

1. The workweek of a Shift Operator will begin at 7:01 a.m. on the first day of his scheduled workweek and, except during regularly rotation of shift schedules, will end seven (7) days later at 7:00

2. A work week will consist of five (5), or up to a maximum of ten (10) during regular rotation of shift schedules, consecutive work days of three (3) eight (8) hour shifts each, known and designated as: Day or 1st shift - 7:00 a.m. to 3:00 p.m.; Afternoon or 2nd shift - 3:00 p.m. to 11:00 p.m.; and Night or 3rd shift - 11:00 p.m. to 7:00 a.m.

3. With the exception of overtime, no Shift Operator will be scheduled to work more than one of the designated shifts in any one- (1) workweek.

4. A one half (1/2) hour paid lunch shall be allowed a Shift Operator during each eight- (8) hour scheduled work period. Such lunch period may be taken at the convenience of the employee, except in the event of an emergency or when his services are necessary to the continuity of operation of the plant. This shall also apply to Relief Operators.

5. All Shift Operators shall remain on duty until properly relieved or excused by their immediate supervisor.

6. All assigned Shift Operators shall rotate their shift schedule every four-(4) weeks. However, during the periods that any Shift Operator takes a vacation this provision is waived.

D. Relief Operators

1. Relief Operators shall be assigned regularly to the day shift.

2. When assigned to the regularly day shift, Relief Operators shall perform duties as assigned by the Authority. When assigned to relieve Shift Operators, Relief Operators shall perform that work.

3. A Relief Operator assigned to relieve Shift Operators shall work the schedule of the Shift Operator he is relieving until that Shift Operator returns to work.

4. When a Relief Operator is transferred from or to his regular day shift due to a relief assignment, such transfer shall be considered a regular rotation of shift covered by paragraph C.2. of this Article.

5. If a Relief Operator works more than ten (10) consecutive work days when rotating to or from relief, he shall be paid at the rate of one and one-half (1-1/2) times his regular straight time hourly rate of pay.

E. Groupings For Shift Operators

1. Management will review and assign operators to shift groupings during every January as it deems in the best interest of the Authority in its sole discretion.
2. If changes from the previous year are made, at the Authority's sole discretion, management will notify all parties involved by February 1 of the changes which will take effect on a scheduled shift change thereabout March 1 of that year.
3. No changes will be made to shift grouping assignments after March 1 or thereabout, except for emergency circumstances.
4. Slot vacancies after March 1 or thereabout will be filled by new employees when management determines that individual has been trained sufficiently.
5. Requests by shift operators to change shift slots (days off) or groupings must be made to management in writing by January 1. Priority for seniority taken into consideration will only be made when in the best interest of the Authority.

F. All shift jobs shall be worked by designated shift personnel except in an emergency as may be determined by the Authority.

G. Shift employee vacations may be taken on any shift only subject to the conditions set forth in Article VI, Paragraph A.13.

ARTICLE III

OVERTIME AND MEAL ALLOWANCE

A. Overtime

1. Overtime at the rate of one and one half (1-1/2) times an employees regularly hourly rate of pay shall be paid for all work:

a. Performed in excess of eight (8) hours of any regular scheduled work period.

b. Performed prior to a scheduled eight- (8) hour work period.

c. Performed on the sixth (6th) day of a scheduled work week, except during the regular rotation of shift schedules.

d. Performed on a designated holiday in addition to a regular eight-(8) hour day.

2. Overtime at the rate of two (2) times an employee's regular hourly rate of pay shall be paid for all work:

a. Performed on the seventh (7th) day of a scheduled workweek.

b. Performed after sixteen- (16) consecutive hour's work.

c. Performed in excess of eight (8) hours work that was paid at one and one half (1-1/2) the regular base hour rate of pay.

d. Performed on a shift employee's scheduled third (3rd) or fourth (4th) consecutive day of rest during regular rotation of shift schedules.

e. When off the job and called into work on a paid holiday, or when given less than 24 hours advance notice to work a paid holiday.

3. Shift differentials paid to shift employees when performing work on the second (2nd) and third (3rd) shift shall be included in an employees hourly rate of pay when applying overtime rate of pay.

4. Employees are obligated to work overtime when required to do so by the Authority. Every effort will be made by the Authority to give employees a minimum of two- (2) weeks advance notice of scheduled overtime work.

5. The opportunity to work overtime shall be rotated among employees to achieve equalization of premium pay earnings within each class of work, provided an employee is qualified to perform the overtime assignment. Accumulative overtime worked or refused will be updated and posted every two- (2) weeks.

6. An employee called to work during off-hours shall receive a minimum of three- (3) hour's pay at the applicable premium rate of pay.

7. Shift employees reporting late after receiving less than one (1) hours advance notice to work overtime shift will be paid from start of shift if late period is within reason.

8. Employees held over their regularly scheduled work shift will be paid fifteen (15) minutes at the applicable premium rate of pay for work performed between the first five (5) through fifteen (15) minute period of the hour, and the applicable premium rate of pay for all work performed thereafter to the next fifteen (15) minutes overtime, i.e., work sixteen (16) through thirty (30) minutes overtime, receive one-half (1/2) hour premium pay; work thirty-one (31) through forty-five (45) minutes overtime, receive three quarters (3/4) hour premium pay; work forty-six (46) through one (1) hour overtime, receive one (1) hour premium pay.

B. MEAL ALLOWANCE

1. Each employee working two (2) hours beyond a scheduled eight- (8) hour work period shall receive four dollars and fifty cents (\$4.50) in lieu of an overtime lunch. An additional four dollars and fifty cents (\$4.50) in lieu of overtime lunch shall be paid the employee after each additional four- (4) hours of work performed thereafter.

2. Any employee called into start work one (1) hour or more in advance of his scheduled day shift starting time will be entitled to four dollars and fifty cents (\$4.50) meal allowance.

ARTICLE IV

PROBATIONARY PERIOD FOR NEWLY HIRED EMPLOYEES

A. All newly hired employees shall be considered probationary for a period of ninety (90) calendar days. Holidays which fall within this period and are part of this Agreement will be considered within the ninety- (90) day period. Sick time, injury, and other periods of personal leaves of absence, will not be included within this time frame. In the event of absence during this period, the probation time shall be extended by the number of days absent.

B. During this period, probationary employees shall not receive any benefits, nor accrue any seniority and their employment shall be at the sole discretion of the Authority and not subject to the Grievance Procedure of this Agreement.

C. The Authority has sole discretion to make permanent employee appointments.

D. Upon permanent appointment, an employee shall be entitled to full seniority and all benefits as stated in the Agreement from date of hire.

E. The Authority, at its discretion, may extend the probationary period for employees for an additional ninety- (90) calendar days for one (1) time only.

ARTICLE V

SALARY AND WAGES

A. General Wage Increase

1. Employees shall be paid according to pay rates shown Schedule(attached) .

- a. Effective January 1, 2005, 3½ percent (3.5%)
- b. Effective January 1, 2006, 3½ percent (3.5%)
- c. Effective January 1, 2007, 3½ percent (3.5%)

B. Base Annual Salary

Employees shall be paid a base annual salary in accordance with the Schedules above, except as noted below.

1. Employee shall be eligible for advancement in a job classification on the anniversary date of employment in such classification. An employee shall be ineligible for advancement in a job classification if found guilty of any activity considered "just cause" in Article XIII, Discharge and Discipline, Paragraph A of this Agreement.

2. The Authority shall evaluate an employee, and inform the employee at least ninety (90) days prior to the anniversary date of the employee. If the evaluation is unsatisfactory, the employee shall be reevaluated by the anniversary date of employment.

3. If that evaluation is unsatisfactory, advancement in her or his job classification shall be deferred for one (1) year.

C. The base hourly rate of an employee shall be determined by dividing his/her base annual salary described in the salary schedule plus State license award, if any, by two thousand (eighty (2,080) hours).

D. All shift employees shall in addition to their base hourly rate of pay, receive fifty cents (\$0.50) per hour for all work performed on the Second (2nd) Shift (3:00 p.m. to 11:00 p.m.) and sixty cents (\$0.60) per hour for all work performed on the third (3rd) Shift (11:00 p.m. to 7:00 a.m.).

E. Each employee shall be paid his/her annual salary on a weekly basis.

ARTICLE VI

VACATIONS, HOLIDAYS AND PERSONAL DAYS OFF

A. VACATIONS

1. Earned vacations for employees hired prior to January 1, 1998 shall be granted in accordance with the following schedule based on the established base annual salary per rates.

Completion of two (2) years Through five (5) years.....	10 Working Days
Completion one (1) year through five (5) years.....	10 Working Days
Completion six (6) years through ten (10) years.....	17 Working Days
Completion eleven (11) years through fifteen (15) years.....	20 Working Days
Completion sixteen (16) years through twenty (20) years.....	22 Working Days
Completion twenty-one (21) years through twenty-four (24) years.....	25 Working Days
Completion twenty-five (25) years and over.....	30 Working Days

2. Employees hired on or after January 1998 shall be entitled to the following vacations: After completion of one (1) year service - Five- (5) day's vacation. After completion of two- (2) year's service the schedule A.1 above shall apply.

3. The vacation period calendar year shall be from the first (1st) day of January to the thirty-first (31st) day of December each year.

4. After twelve (12) months of credited service an employee shall be entitled to ten (10) working days vacation. An employee must be an active employee at the time of eligibility in order to receive the aforementioned vacation entitlement. An employee shall be considered active except when he is absent for a non-job connected disability, for discipline, or on a leave of absence or absent without leave.

5. During the second full year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned vacation schedule.

6. After the first full year of employment the amount of vacation to which an employee is entitled shall be determined by the anniversary date of employment and such vacation shall be granted during the fiscal year of said anniversary date.

1Employees with less than two (2) years credited service hired prior to January 1, 1998 shall continue to receive ten (10) working days of paid vacation per year after completion of one (1) year of service.

7. All vacation requests shall be made no later than March first (1st) for shift employees and no later than April first (1st) for day employees of the year in which they are to be taken. The Authority shall post a vacation schedule no later than April fifteenth (15th) of each year. Vacation shall be approved only when employees are scheduled to work the day shift.

8. Job classification seniority shall be given vacation request preference but the final determination of the vacation period for each employee is exclusively reserved to the Authority. To insure fairness, management shall try to assign one (1) shift employee's vacation and one (1) Relief Operator's vacation at the same time. Otherwise, seniority shall receive preference.

9. All vacations shall be taken during the current year except in the event of illness or emergency.

10. Vacation in single days may be granted at the discretion of the Authority.

11a. Upon termination of employment, vacation pay shall be pro-rated based on the anniversary date of employment except as follows: An employee who is discharged because of fraudulent activity such as theft of Authority equipment or property, or improper punching or posting of his/her time card or another employee's time card shall not receive any vacation pay.

11b. An employee who leaves employment because of permanent disability or retirement shall receive full vacation pay for the vacation year in which the termination takes place.

12. Vacation pay will be paid on the day prior to the start of the vacation period; provided the employee requests vacation pay of his immediate supervisor a minimum of two (2) weeks in advance, and the pay day period to a vacation period does not occur on either of the last two (2) pays of the year. Vacation pay will be paid in advance only in one week increments. Single vacation day will not be paid for in advance.

13. Shift employees will be permitted to take vacation of any shift only under the following conditions:

a. It is understood and agreed that the Authority will retain its discretion on granting of vacations as authorized in the current contract.

b. Relief crew must be up to full staff, which are three (3) men.

c. Under no circumstances will vacation be authorized for individual or single days.

d. When permission is granted authorizing a shift employee such vacation and the operator assigned to that shift calls out sick, the Authority has the absolute right to change the schedule of a Relief Operator after 24 hours to fill this position. This will be counted as a normally scheduled work day for that employee.

e. Under the circumstances outlined in the above Paragraph d, the provisions outlined in Article II, Paragraph C3 shall be null and void. Both parties recognize and agree that the previously outlined situation in Paragraph c may result in split days off.

B. HOLIDAYS

1. The 13 and one half (13-1/2) holidays set forth below are recognized by the Authority as "Paid Holidays".

New Years Day	Columbus Day
Martin Luther King's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	½ Day Christmas Eve
Labor Day	Christmas Day

2. Each day employee, laboratory employee, and Relief Operator shall be given the aforementioned holidays off and receive eight (8) hours pay at their respective base rates of pay with the exception of Christmas Eve. On said Christmas Eve, a day employee shall receive four (4) hours rate of pay provided he has worked the initial four (4) hours of his/her scheduled work day.

3. In the event a holiday falls on Saturday or Sunday, it shall be celebrated and time off granted to day employees, laboratory employees and Relief Operators on the preceding Friday or succeeding Monday respectively.

4. For all work performed on a holiday recognized under this Agreement, day employees, laboratory employees and shift employees shall be paid time and one half (1-1/2) their regular rate of pay for all work plus eight (8) hours base rate of pay. For shift employees the holiday shall be considered the calendar date irrespective of the day of the week upon which the holiday falls. For day employees and laboratory employees, the holiday shall be considered the officially designated day that the holiday is celebrated with Saturday and Sunday holidays being celebrated the preceding Friday or succeeding Monday respectively. Shift employees working Christmas Eve shall receive ten (10) hours regular rate of pay for eight (8) hours worked plus four (4) hours additional base rate of pay.

5. Shift employees not scheduled to work on a recognized holiday or ½ holiday shall receive eight (8) hours base rate of pay or four (4) hours base rate of pay respectively in addition to their regular weeks wages when such holiday occurs.

6. An employee may be denied holiday pay if absent without authorization the last scheduled working day before, or the first scheduled working day after a paid holiday. In the event of illness on either of these days, the Authority may require a doctor's certificate as proof of illness.

7. New employees will not receive holiday pay until ninety (90) calendar days of credited service. Holiday celebrated during the first ninety (90) calendar days of an employee's credited service will be paid retroactively, provided the employee is given permanent job status.

C. PERSONAL DAYS OFF

1. All employees hired prior to January 1, 1998 shall be granted three (3) personal days off annually with pay eight (8) hours base rate of pay per day.

2. All employees hired on or after January 1, 1998 shall be granted two (2) personal days off after one year of service with pay eight (8) hours base rate of pay per day. After two (2) years of service the employee shall be granted three (3) personal days off annually as in C.1, above.

3. Requests for a personal day off shall be presented by an employee to his/her immediate supervisor no less than three (3) days in advance. The Authority shall not unreasonably withhold approval for such requests.

4. Shift employees may at their option, work one (1) or two (2) personal days off granted annually, and receive eight (8) hours base rate of pay per day in lieu of said personal day or days off. If shift employees have not requested earned personal days off entitlement by December first (1st) of each year, said shift employee will automatically receive pay in lieu thereof by December 31st of that year.

5. After the first six (6) months of credited service, an employee shall be entitled to one (1) personal day off, and after one (1) full year of credited service shall be entitled to the additional personal day off.

6. On no less than three (3) days advance notice to the Authority, an employee will be permitted to take a minimum of four (4) hours of an earned personal day off with pay.

7. One (1) earned personal day off with pay due day employees will be scheduled no later than June 1st, additional earned personal days off will be scheduled September 1st but no later than December 1st of each year.

ARTICLE VII

SICK LEAVE, LEAVES OF ABSENCE AND OTHER LEAVE

A. SICK LEAVE

1. For the purpose of this Agreement, sick leave shall be defined as paid leave granted to an employee, who through sickness or injury becomes incapacitated to a degree that makes it impossible to perform the duties of his/her assigned job, or who is quarantined by a licensed physician because of exposure to a contagious disease.

2. Each employee shall be entitled to fifteen (15) days sick leave annually effective January 1 of each year.

3. All new employees shall earn one and one quarter (1-1/4) sick leave days for each month of work performed during the first full year of employment, but in no event shall a new employee be entitled to any paid sick leave until after ninety calendar days of accumulated credited service.

At the end of one (1) year of employment, an employee shall be immediately entitled to the remaining number of sick leave days in the then calendar year at the rate of one and one quarter (1-1/4) days per month.

4. Unused earned sick leave shall accumulate from year to year. Each employee shall be notified of his/her total amount of sick days by April 30th of each calendar year.

5. If an employee claiming sick leave benefits is absent three (3) consecutive work days, the employee shall provide the Authority with a medical doctor's or licensed dentist's certificate indicating the need for such sick leave. The Authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

6. Any employee who is absent or on sick leave without presenting a doctor's certificate or licensed dentist's certificate, for periods totaling six (6) days in one calendar year consisting of periods of less than three (3) days shall submit a doctor's certificate or licensed dentist's certificate for any additional sick leave taken in that year, indicating the employee is able to perform his or her job and return to work. This certificate should be provided by the employee upon his or her return to work. Employees will be required to submit a licensed dentist's or doctor's certificate for a sick day taken immediately before or after a holiday or vacation day. The parties agree there is no such designation as light duty. Also, the Authority shall have the right to require an examination or opinion from its own physician, at the Authority's expense.

7. Sick leave pay shall not be paid until the aforementioned doctor's certificates or licensed dentist's certificates, whenever required, are submitted to the Authority.

8. Employees requiring sick leave in excess of their entitlement and having exhausted all vacation, holiday and personal days off, may at the option of the Authority be granted additional sick leave.

9. If in the opinion of the Authority an employee is unable to perform his or her scheduled work assignment, the Authority may order a medical examination at the Multi Care Medical Center or its equivalent, to determine the ability of an employee to continue employment.

10. Sick leave may be taken in periods of no less than two (2) hours provided evidence of need is presented to the Authority immediately prior or subsequent to the occurrence. All sick leave scheduled by an employee shall require three (3) days prior notice to the Authority.

11. If an employee is not charged with any earned sick leave in any year following the accumulation of seventy-five (75) or more earned sick leave days, said employee may sell back five (5) earned sick leave days to the Authority. If an employee is charged with only one (1) sick day in any year following the accumulation of 75 or more earned sick days, the employee may sell back four (4) earned sick days to the Authority. The Authority will purchase said days at the employees daily base rate of pay.

12. Upon retirement, an employee shall receive one (1) day of sick leave pay at the rate of the employee's straight time hourly rate of pay at time of retirement for each three (3) days of accumulated unused earned sick leave. The maximum amount of unused sick leave payable shall not exceed ten thousand dollars (\$10,000).

B. LEAVES OF ABSENCE

1. An employee may request a leave of absence without pay for a maximum period of thirty (30) days.

The Authority may grant such leave provided it is for a good and just reason and it does not affect the operation of the plant.

2. A leave of absence may be renewed upon request for reasons of personal illness, disability or family illness.

3. All leaves of absence or renewals of leaves must be made in writing.

4. Benefits including seniority shall cease to accumulate during leaves of absence in excess of thirty (30) days.

C. MILITARY LEAVE

1. An employee called to active duty or inducted into the Armed Forces of the United States shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the Authority shall make pension payments required during such leave. Each employee shall be reinstated without loss of privileges or seniority provided he reports for duty to the Authority within sixty (60) days following his honorable discharge or separation from the Armed Forces and provided he has notified the Authority of his intent to report for duty within thirty (30) days after his discharge from services.

2. Any employee member of the military reserve of the United States Armed Forces shall be granted no more than two (2) weeks time off annually for active training duty. Time off for such active training duty shall be granted, provided official written notice from the military unit in which the employee serving reserve duty is presented to the Authority. Such employee serving two (2) weeks active training duty shall be paid the difference between his Authority base salary and the pay received from the military during the said two (2) weeks tour of active duty.

D. FUNERAL LEAVE

1. A maximum of three (3) days leave with pay shall be granted to an employee for scheduled work days lost in the event of death in the immediate family. Immediate family shall be defined as: spouse, mother, father, sister, brother, daughter, son, mother-in-law, father-in-law, or any relative living under the same roof as employee.

2. One (1) day leave with pay, the day of the funeral, shall be granted to an employee in the event of death to employee's grandparents, uncle, aunt, nephew, niece, sister-in-law or brother-in-law.

3. Funeral leave shall terminate the day after the funeral unless extended by the Authority.

4. Each employee must produce evidence of death and the relationship of the deceased to obtain the aforementioned benefits.

E. JURY DUTY

1. An employee called for Jury Duty shall be granted leave for the period actually in attendance or serving the Court.

2. Payment for Jury Duty shall be the difference between the daily base rate of pay of the employee and the daily Jury Duty fee paid by the Court.

3. Any employee not required to report or serve the Court on any particular day during a tour of Jury Duty shall report to his regular assigned job.

4. Any employee scheduled to work the third shift (11:00 PM to 7:00 AM) during a tour of Jury Duty shall report to his regular assigned job the night immediately preceding the day upon which he is not required to report or serve Court.

5. The written notice to report to Jury Duty and the final Jury Duty attendance report must be presented to the employee's immediate supervisor in order to qualify for Jury Duty benefits.

6. In the event an employee is serving Jury Duty and is unable to report to the Court because of illness or accident, such employee must report his absence to the Authority on the day it occurs or be subject to denial of earned sick leave benefits.

ARTICLE VIII

HEALTH AND INSURANCE BENEFITS

- A.** As provided for under the New Jersey State Health Benefits Program, all employees and their eligible dependents shall be entitled to full coverage of the New Jersey Blue Cross/ Blue Shield 1420 Series Plan. Additionally, all employees will be covered by Major Medical Insurance. The entire cost of the aforementioned health insurance shall be paid by the Authority.
- B.** Each employee shall be enrolled in the New Jersey Public Employee's Retirement System and receive all benefit entitlements therefrom.
- C.** All employees and their eligible dependents shall receive dental, vision and medical prescription insurance coverage that is selected and paid in full by the Authority.
- D.** The Authority reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided. The Union will be notified not less than thirty (30) days in advance of such change.
- E.** Inoculations for contagious diseases as determined by the Authority shall be offered to all employees at the Authority's cost and expense.
- F.** The Authority will provide Worker's Compensation Insurance for all employees.
- G.** During the period of time an employee is eligible to receive Worker's Compensation Benefits, he/she at his or her option may use sick leave prior to the time it is earned to receive monies during the Worker's Compensation waiting period, or to augment Worker's Compensation disability benefits thereafter. If an employee chooses this option but his or her employment terminates for any reason, any sick leave used during Worker's Compensation, but not eventually earned shall be repaid to the Authority.

H. The Authority will furnish each employee with Temporary Disability Insurance as provided for through the New Jersey Temporary Disability Benefits Program.

It will be mandatory for all employees to participate in the Temporary Disability Insurance Program and to pay one-half (1/2) the cost of all insurance premiums.

I. Any employee receiving temporary disability benefits shall be granted full health and insurance benefits coverage by the Authority during the initial three (3) month period of receiving said benefits. To continue full coverage of said benefits up to a maximum of nine (9) additional months, the employee must pay all insurance premiums to the Authority in advance.

J. In accordance with State Statute and the New Jersey State Health Benefits Program, upon regular retirement with minimum of twenty-five (25) years service or a disability retirement with any number of years of service, paid-up Blue Cross, Blue Shield, Rider J Health benefit coverage for an employee and his eligible dependents will continue after retirement.

K. Each employee will be offered, on a voluntary basis, a complete annual physical examination at the Care Station, P.A. or its equivalent selected by the Authority.

Each employee will be required to undergo an annual Upper Respiratory Breathing Test (Spirometry) at the said Care Station, P.A. or its equivalent.

The cost of said examination will be borne by the Authority, and the results made known to the employee.

ARTICLE IX

EDUCATIONAL INCENTIVE PLAN

A. After one (1) year of credited service, any employee successfully completing courses of study approved in advance by the Authority, shall be reimbursed for the cost of tuition and study books.

B. All employees carrying the title of either First 1st) or Second (2nd) Class Shift Operator shall upon the attainment of each State License listed below, receive the indicated additional compensation to their annual base salary:

N.J. State Operator's License S-1 - \$700.00

N.J. State Operator's License S-2 - \$300.00

C. Each employee shall be reimbursed for the cost of tuition and study books after the completion of each semester of prescribed curriculum with a minimum passing grade of "C" or its equivalent.

D. All employees presently receiving additional compensation for having received an Operator's License shall continue to receive such additional compensation to their annual base salary.

E. Additional compensation for attainment of any of the aforementioned State Operator's Licenses shall be added to an employee's annual base salary and calculated in the hourly base rate of pay.

F. If an employee is attending an Authority approved evening educational course session on the evening he or she works the 11:00PM to 7:00a.m. shift, said employee shall be allowed to report at 12:00 midnight without loss of pay.

G. Skilled Laborer: Five hundred dollars (\$500.00) shall be added to 1st Class annual base salary only, provided the employee completes the apprenticeship program.

ARTICLE X

PROTECTIVE CLOTHING AND SAFETY SHOES

A. With the exception of Laboratory and Clerical employees, the Authority shall provide each new employee with:

1. Five (5) sets of protective clothing (shirts and trousers) or coveralls or combination of both, one (1) winter coat, rain gear, rubber boots, protective hard hat, ear muffs and one (1) pair each of cloth and rubber gloves.

2. All shift employees and day employees upon request only, will receive one (1) pair of rubber gloves and a safety flashlight.

3. Any employee exposed to organic vapor or noxious odors will be provided with a respirator by the Authority.

B. Each laboratory employee will receive one (1) protective laboratory coat and one (1) set of rain gear as needed.

C. All items of clothing, protective and safety equipment provided by the Authority shall be replaced at no cost on a fair wear and tear basis as determined by the Authority. Replacement will not be unreasonably withheld.

D. All employees will be required to purchase standard safety shoes acceptable to the Authority. Upon presentation to the Authority of a sales slip marked "paid", signed and dated by the salesperson from the place of purchase, the Authority shall reimburse the employee up to seventy (\$70.00) dollars, but in no event more than the total cost of the shoes. Unless newly employed, an employee will be required to submit his or her worn shoes to the Authority for replacement and reimburse approval. Approval will not be unreasonably denied.

E. Failure of an employee during working hours to wear protective clothing, footwear, and other safety equipment provided for or reimbursed by the Authority shall result in disciplinary action.

F. Subject to the Authority providing adequate clothes, lockers and showers, any employee found wearing Authority issued work clothes, equipment or safety shoes off the job, including coming to and leaving from work, will be subject to disciplinary action.

ARTICLE XI

SENIORITY

A. For purposes of this Agreement, seniority is defined as follows:

1. Authority seniority is an employee's length of service determined by his original date of hire as a full time Authority employee.

2. Classification seniority is an employee's length of service determined by the original date of his/her permanent assignment to a particular work classification.

B. Seniority shall be lost by an employee for the following reasons:

1. Resignation

2. Failure to report to work no later than seven (7) days after a permitted leave of absence.

3. Failure to report to work no later than forty-eight (48) hours after receipt of a telegram or certified letter of notice to resume employment after a layoff. An extension of the forty-eight (48) hour time limit may be granted by the Authority for a good and just reason.

4. Failure to be called back to work for a period of two (2) years after the date of layoff.

5. Failure to give thirty (30) days notice to the Authority of an employee's intention to return to work after the date of discharge from military services.

6. Discharge for just cause.

7. Employees who leave the employ of the Authority and are subsequently hired again by the Authority shall not be credited with any previously earned seniority and will commence employment as a new employee.

C. The Authority shall publish an annual seniority list of all employees in the bargaining unit by January 31st of each year.

ARTICLE XII

LAYOFFS AND RECALL

A. In the event of a layoff, classification seniority shall be observed in each classification so effected.

B. An employee with greater Authority seniority who is scheduled for layoff and who has worked in another classification within the Authority, may elect in lieu of layoff to displace the least senior employee in the former job classification, provided the employee can immediately perform the job satisfactorily.

C. An employee who elects the above procedure shall receive the rate of pay held at the time he/she last left the former class if that period is two (2) years or less and if the rate is more than the current rate. Otherwise, the employee shall receive a rate equal to the current rate or the maximum of the classification to which he/she is returning, whichever is less. If the current rate is not the same as the increment rate, the employee shall be paid at the rate of the next higher increment.

D. In the event of recall within two (2) years of the date of Layoff, classification seniority will be observed, provided the Most senior former employee is mentally and physically capable of performing the work classification to which he is being recalled.

E. Any notice of recall to an employee on layoff shall be transmitted by telegram or certified mail to the last known address of such employee.

ARTICLE XIII

DISCHARGE AND DISCIPLINE

A. The Authority shall not suspend or discharge any employee without just cause. For the purpose of this Article, "just cause" shall include but not be limited to:

1. Neglect of duty or unsatisfactory work.
2. Incompetency or inefficiency.
3. Incapacity due to mental or physical disability.
4. Insubordination or serious breach of discipline.
5. Intoxication or possession of alcoholic beverages while on duty.
6. Chronic or excessive absenteeism.
7. Disorderly or immoral conduct.
8. Violation of the Authority's Rules and Regulations including tardiness.
9. Engaging in any form of political activity during working hours.
10. Consumption, possession of, or being under the influence of drugs or controlled dangerous substances.
11. The conviction of a criminal act.
12. Engaging in an illegal work stoppage.
13. Absent without leave or failure to report after an authorized leave has expired or after such leave has been disapproved or revoked.
14. Failure of an employee driver of Authority motorvehicles to report revocation of said employee's N.J. State drivers license.
15. Failure to punch a time card as required by the Authority.

B. Prior to final discharge, an employee shall be placed on three (3) work days suspension without pay and the employee and the Union notified in writing of the action to be taken by the Authority. If, after said three (3) days suspension period the Union has not, in the opinion of the Authority, presented sufficient reason for revocation, such decision to discharge shall stand.

C. An operations employee who fails to notify the Authority of his/her absence one (1) hour prior to scheduled starting time shall be subject to a one (1) day suspension. Maintenance and Monitoring employees who fail to notify the Authority of their absence one-half (1/2) hour prior to scheduled starting time shall be subject to a one (1) day suspension. A second violation shall subject an employee to a two (2) day suspension without pay. Three (3) violations without notification within six (6) consecutive months shall be just cause for termination.

D. If the Authority supervision observe or has unequivocal proof of an employee punching another employee's time card, said employee will be suspended for three (3) work days without pay. A second violation will result in the immediate discharge of such employee.

E. In the event an employee is issued a disciplinary warning letter, a copy of said letter will be forwarded to the Union and a copy placed in the employee's personnel file. If an employee has not received any other warning letter for a period of one (1) year thereafter, such warning letter shall be removed from said employee's personnel file.

ARTICLE XIV

PROMOTIONS, DEMOTIONS AND TRANSFERS

A. It is the intention of the Authority to fill job vacancies from the ranks of the employees.

B. All new and vacant job openings shall be posted on the Authority bulletin board for a period of ten (10) calendar days, within three (3) working days of the official approval to such openings by the Authority.

C. Employees interested in such job openings shall make application in writing to the Executive Director within ten (10) calendar day time period.

D. Employees with classification seniority, if applicable, followed by employees with Authority seniority shall be given job preference provided they have the experience or ability and physical capability in the opinion of the Authority to perform the job requirements.

E. Any employee placed in a new or vacant job position shall be on a trial period for ninety (90) calendar days. Holidays which fall within this period and are part of this agreement will not be considered within the ninety (90) calendar day period. Sick time, injury and other periods of personal leave will be included within this time frame. If during, or at the end of the trial period, the Authority determines that the employee does not qualify, the employee and the Union shall be notified with an explanation for the reason. A disqualified employee shall be returned to her or his original job classification and retain original job seniority and rate of pay.

F. An employee serving ninety (90) calendar days probation period in a new or vacant job position shall receive the starting salary rate of the particular job classification.

In the event an employee has been working in the lower grade of the new or vacant job position, he/she shall receive a salary rate no less than his/her then current rate of pay.

G. Temporary promotions shall be offered to qualified employees with the most job classification seniority.

If no employee has seniority in the particular job classification or in those job classifications having a lower grade in which a temporary promotion is open, the qualified employee with the most authority seniority shall be offered said temporary promotion.

An employee receiving a temporary promotion shall receive the rate paid a probationary employee as described in clause G hereof.

H. Nothing contained herein shall prevent the Authority from hiring new employees to fill new or vacant positions, if in the opinion of the Authority present employees do not fill the particular job requirements.

I. If an employee is on the extended injury or sick leave, or leave of absence, the Authority may at its option, hire a temporary employee as a replacement to insure normal plant operations.

Upon assignment, temporary employees shall receive the starting rate of pay to the assigned job classification and with the exception of seniority, retirement entitlements and temporary disability insurance, all employee benefits on a pro-rata basis.

A temporary employee shall be considered temporary until the employee replaced has returned to work. Upon notice of the absent employee's intention to terminate his/her employment, the job shall be posted as a vacancy.

J. The Authority shall notify the Union in writing in the event of the hiring or change of employment status of any new or incumbent employee.

K. The Authority shall not hire part-time employees, except for special need projects of the Authority.

ARTICLE XV

GRIEVANCE PROCEDURE AND ARBITRATION

A. A grievance within the meaning of this Agreement shall be a difference of opinion, controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of the within Agreement.

B. In the event of such difference, controversy or dispute should occur between the Authority and an employee, said employee and/or the Union must file a grievance in writing with the Authority within five (5) working days of its occurrence or it shall be considered waived. Properly filed, a grievance shall take the following procedure:

Step #1

Within three (3) working days of the receipt of a grievance by the Authority, the aggrieved employee, a representative of the Union and the employee's immediate supervisor shall meet to resolve the grievance. If the grievance is not resolved satisfactorily within three (3) working days of the meeting the Union may notify the Authority in writing of its desire to pursue said grievance through Step #2.

Step #2

1. Within ten (10) working days of the Union's notification of the unsatisfactory resolution of a grievance in Step #1, the Authority's Executive Director, the aggrieved employee's immediate supervisor, the grieved employee and a maximum of two (2) authorized representatives of the Union shall meet to resolve the grievance.

2. The Executive Director shall within five (5) working days of such meeting advise the Union in writing of the decision.

3. If the Executive Director's decision is not mutually satisfactory, the Union may within a maximum of ten (10) working days thereafter notify the Authority in writing of its desire to pursue said grievance to Step #3.

Step #3

Within fourteen (14) working days of the Union's notification of the unsatisfactory resolution of a grievance in Step #2, members of the Board of the Authority, the Authority's Executive Director, the Authority's Attorney, the Authority's Labor Relations Representative, the aggrieved employee and a maximum of three (3) authorized representatives of the Union shall meet to resolve such grievance. The members of the Board of the Authority shall within ten (10) working days of such meeting advise the Union in writing of its decision.

Step #4

1. In the event that the parties do not agree after following the above procedure, the matter may be submitted to arbitration.
 2. Either party with notice to the other party, may petition the New Jersey Public Employee Commission (PERC) for arbitration of the grievance within ten (10) calendar days of receipt of the decision of the Board of the Authority.
 3. If either party fails to petition PERC for arbitration as provided above, or in the event the time limitation applying to arbitration set forth above is not followed, the matter shall be deemed waived and abandoned.
 4. The arbitrator shall be selected in accordance with the rules and regulations of the PERC.
 5. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.
 6. The arbitrator shall not add to, subtract from, modify or amend this Agreement in any way.
 7. The cost of the arbitrator shall be borne equally by the Union and the Authority and all other expenses incurred by either side will be borne by the side incurring same.
 8. The decision of the arbitrator shall be final and binding subject to law.
- C. Time limits for the grievance and arbitration procedures may be extended by mutual consent of the parties.

ARTICLE XVI

UNION OFFICIAL ACTIVITIES

A. The Union shall advise the Authority in writing of the names of the Shop Steward, alternates and all other Union personnel authorized to act on behalf of the Union within seven (7) calendar days of their election or appointment to such position.

B. The Shop Steward or his/her designee shall be limited during working hours no loss in pay to the following activities:

1. At the oral request of an employee or the Authority, attend all meetings relating to the grievance proceedings as described in Article XV of this Agreement.

2. The filing of all written grievances with the Authority.

3. Attend all grievance proceedings as described in Article XV hereof.

4. At the oral or written request of the Authority, attend any official meeting between the Authority and the Union.

C. Representatives of the Union's International shall be permitted, upon advance notification to the Authority Executive Director or his/her assistant, to visit the Union's elected officials at reasonable times of the day to discuss Union business, provided such visit does not interfere with or disrupt plant operations.

D. Reasonable time off without pay shall be granted to no more than two (2) Union Officials at one time to attend bonafide County, State or National Union Meetings, seminars or conventions.

E. The Union President and one (1) member employee of the Union Negotiating Committee shall be excused from work with pay to attend Authority/Union Labor Agreement negotiation meetings.

ARTICLE XVII

UNION DUES DEDUCTION

- A. The Authority agrees to deduct Union dues from the pay of each employee member of the Union once each month. Said Union dues shall be transmitted with a list of such employee members to the Union at its official address, or upon written authorization from the Union, the President or Treasurer of the Union within fifteen (15) calendar days of such deduction.
- B. The Union agrees to furnish the Authority written authorization from each employee member to affect such dues deduction in a specific dollar amount.
- C. The Union agrees to indemnify and hold the Authority harmless from and against any and all claims, legal suits or liability of any kind whatsoever arising from the aforementioned deduction of dues.
- D. In accordance with State statutes, an Agency Shop fee of eighty-five (85%) of established Union dues will be deducted from the wages of all non-union members employees covered by this Agreement and transmitted to the Union as set forth herein above.
- E. Challenging Assessment Procedure

The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

ARTICLE XVIII

SAFETY

- A. There shall be a joint Authority-Union Safety Committee comprised of two (2) members of the Authority's supervisory staff and two (2) employees designated by the Union. The purpose of the committee shall be to review all safety procedures and make recommendations for the prevention of accidents.
- B. Employees shall implement all safety procedures published by the Authority and shall wear or use, as the case may be, all safety equipment and instruments provided by the Authority. The Authority shall comply with all Federal and State regulations.
- C. All employees shall comply with all Federal and State PEOSHA

and safety regulations provided to them by the Authority. Failure to comply with safety procedures and laws and regulations shall result in disciplinary action.

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ARTICLE XIX

BULLETIN BOARDS

A. The Authority agrees to provide a suitable bulletin board for the exclusive use of the Union to post official notices pertaining to Union affairs.

B. All material posted upon said bulletin board shall bear the approving signature of a duly elected official of the Union or be subject to immediate removal by the Authority.

C. The posting of any material unrelated to Union affairs, personal or political in nature or derogatory to the Authority shall be prohibited.

D. The Union's Shop Steward shall supervise the materials to be posted upon the bulletin board.

ARTICLE XX

NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee or those seeking employment because of race, color, or national origin, nor because of membership or non-membership in any church, society or fraternity.

ARTICLE XXI

AUTHORITY WORK LIMITATION

A. Authority supervisory personnel shall not perform bargaining unit work except in emergency situations, training of Authority or bargaining unit personnel, and testing and research such as sampling and process control.

B. The Authority has the right to use supervisory personnel to perform bargaining unit work during in-house training sessions when regular operators are unavailable due to that training.

ARTICLE XXII

MANAGEMENT RIGHTS

A. The Authority hereby retains and reserves unto itself, without limitation, all powers, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Linden Roselle Sewerage Authority and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Authority.

2. To use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Authority.

4. To reprimand, suspend, discharge or take any other appropriate disciplinary action against any employee for just cause.

5. To lay-off employees in the event of lack of funds.

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

ARTICLE XXIII

MAINTENANCE OF OPERATIONS

A. The Authority and the Union on behalf of its members accept responsibility to follow the procedures set fourth in this Agreement for the settlement of issues and disputes.

B. The United Food and Commercial Workers International Union Local No. 209D agree that neither the United Food and Commercial Workers International Union Local 209D nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow down, sick out, walk out or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the Authority in any form.

C. Nothing contained in this Agreement shall be construed to eliminate or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the United Food and Commercial Workers International Union Local 209D or its members.

D. The Authority agrees not to cause, authorize or engage in any lockout of employees covered under this Agreement.

E. The Authority and the United Food and Commercial Workers International Union Local 209D may modify this Agreement during its term by mutual consent. Any modifications must be written and signed by both parties.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees if held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative; however, all other provisions shall not be affected and shall remain in full force and effect.

ARTICLE XXV

TERM OF AGREEMENT

This Agreement shall become effective January 1, 2005 and shall remain in full force and effect until and including December 31, 2007 and from year-to-year thereafter, unless either party gives written notice to the other party, by certified mail, to the effect that it desires to modify or terminate this Agreement, at least sixty (60) calendar days prior to such termination date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives. The date above written in the Preamble hereto.

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 209D

LINDEN ROSELLE SEWERAGE
AUTHORITY

By: _____
George Orlando
International Vice-President
Division Director

By: _____
John A. Ziemian
Chairman

By: _____
Richard Burczynski
President - Local 209D

By: _____
Thomas Colicchio
Secretary

See Memorandum of Agreement
at App. 2