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AGREEMENT BY AND BETWEEN

THE EVESHAM MUNICIPAL UTILITIES AUTHORITY,  
' a body corporate and politic,

- and -

THE TEAMSTERS LOCAL UNION NO. 676,  
affiliated with the International Brotherhood of  
Teamsters AFL/CIO

For The Period from  
April 1, 1994; through and including March 31, 1997

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THIS AGREEMENT, by and between the EVESHAM MUNICIPAL UTILITIES AUTHORITY, a body corporate and politic (hereinafter referred to as "EMUA"), and the TEAMSTERS LOCAL UNION NO. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO (hereinafter referred to as "Union").

W I T N E S S E T H:

That for the mutual promises, benefits and undertakings as hereinafter set forth, the parties do agree as follows:

ARTICLE 1.

PURPOSE AND SCOPE OF AGREEMENT

It is recognized by the parties hereto that the EMUA is engaged in furnishing an essential public service which vitally affects the health, safety and welfare of the residents of Evesham Township. The responsibility of uninterrupted service to the public is a mutual responsibility of the EMUA and the Union, which requires that any disputes arising between the employees and management be settled in an orderly way without interruption of water or sewer service, and both parties to this agreement hereby recognize this mutual responsibility.

The EMUA and the Union have entered into this agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the EMUA, procedures for the presentation and resolution of grievances and for the purpose of regulating the mutual relations between the EMUA and its employees with a view to promoting and insuring harmonious relations and cooperation.

This document constitutes the sole and complete agreement between the parties and embodies the terms and conditions governing the employment of employees by the EMUA. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the EMUA and the Union or any individual employee covered by this agreement is hereby superseded.

ARTICLE 2.

RECOGNITION

The EMUA recognizes the Union as the exclusive collective bargaining agent for all of the employees of the EMUA as hereinafter defined. Management, supervisors, laboratory supervisors and members of other collective bargaining units are excluded from this agreement. Probationary employees and part-time employees are also excluded from this agreement, except where they are specifically included.

ARTICLE 3.

DEFINITION OF EMPLOYEES

The term "employee" as used in this agreement, is defined to mean one who:

- a.) has successfully completed the probationary period and who has been placed on the regular seniority list; and
- b. is an employee in one of the following classifications:
  101. Water Plant Operator
  102. Waste Water Plant Operator
  201. Lift Station & Sewage System Operator
  202. Water Distribution & Sewage Collection System Repairer
  203. Filter Press Operator
  204. Sludge Tanker Operator
  205. TV Truck Operator
  301. Water Meter Repairer & Installer
  302. Water Meter Reader
  401. Maintenance Mechanic
  402. Automotive Mechanic
  403. Electrical/Electronic Maintenance Technician
  501. Trainee
  601. Laborer
  701. Seasonal Employee

The job qualifications for each classification of employee are as follows:



101. Water Plant Operator

1. Must possess a valid T-2 N.J.D.E.P. water treatment license, or such higher license as may be required by N.J.D.E.P. or U.S.E.P.A.
2. Must satisfy all present and future requirements of N.J.D.E.P. and U.S.E.P.A.
3. Must have thorough knowledge of the operation and maintenance of water system, as well as sampling and testing procedures.
4. Must be able to interpret gauge readings, flow readings, test results, chart readings and intelligently determine results, as well as recognize and successfully handle present and potential problems.
5. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.
6. Must direct help, when assigned, in all aspects of the job to be done.
7. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA, in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

102. Waste Water Plant Operator

1. Must possess a valid S-2 N.J.D.E.P. sewage treatment plant license, or such higher license as may be required by N.J.D.E.P. or U.S.E.P.A.
2. Must satisfy all present and future requirements of N.J.D.E.P. and U.S.E.P.A.

3. Must have thorough knowledge of the operation and maintenance of water system, as well as sampling and testing procedure.
4. Must be able to interpret gauge readings, flow readings, test results, chart readings and intelligently determine results, as well as recognize and successfully handle present and potential problems.
5. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.
6. Must direct help, when assigned, in all aspects of the job to be done.
7. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA, in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

201. Lift Station & Sewage System Operator

1. Must possess a valid C-1 N.J.D.E.P. license for sewage system operators, or such higher license as may be required by N.J.D.E.P. or U.S.E.P.A.
2. Must satisfy all present and future requirements of N.J.D.E.P. and U.S.E.P.A.
3. Must have thorough knowledge of the operation and maintenance of water system, as well as sampling and testing procedures.
4. Must be able to interpret gauge readings, flow readings, test results, chart readings and intelligently determine results, as well as recognize and successfully handle present and potential problems.

5. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.
6. Must direct help, when assigned, in all aspects of the job to be done.
7. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA, in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

202. Water Distribution & Sewage Collection System Repairer

1. Must possess a valid C-1 or W-1 N.J.D.E.P. license, or such higher license as may be required by N.J.D.E.P. or U.S.E.P.A.
2. Must be above average mechanic.
3. Must be able to operate and maintain all job related equipment, including but not limited to all trucks, back-hoe, pipe cutting, tapping, repairing and installation equipment.
4. Must be able to read drawings and prepare sketches.
5. Must be familiar with all rules and regulations, as well as all procedures, of the EMUA, Township of Evesham, County of Burlington, State of New Jersey, and U.S.E.P.A. relating to health and safety.
6. Must be able to interpret gauge readings, flow readings, test results, chart readings and intelligently determine results, as well as recognize and successfully handle present and potential problems.
7. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.

8. Must direct help, when assigned, in all aspects of the job to be done.
9. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA, in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

203. Filter Press Operator

1. Must possess a valid S-1 N.J.D.E.P. license, or such higher license as may be required by N.J.D.E.P. or U.S.E.P.A.
2. Must be above average mechanic.
3. Must be able to operate and maintain all job related equipment, including, but not limited to, filter press, auxiliary equipment, dump trucks and tractor and tanker, in accordance with EMUA and manufacturer's requirements.
4. Must be able to interpret gauge readings, flow readings, test results, chart readings and intelligently determine results, as well as recognize and successfully handle present and potential problems.
5. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.
6. Must direct help, when assigned, in all aspects of the job to be done.
7. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA, in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

8. Must satisfactorily complete laboratory courses that may be required by the EMUA.

204. Sludge Tanker Driver

1. Must have a valid commercial drivers license, or such other license as may be required by appropriate governmental entities.
2. Must be above average mechanic.
3. Must be able to operator and maintain all job related equipment, including, but not limited to, filter press, auxiliary equipment, dump trucks and tractor and tanker, in accordance with EMUA and manufacturer's requirements.
4. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.
5. Must direct help, when assigned, in all aspects of the job to be done.
6. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA, in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

205. TV Truck Operator

1. Must possess a valid C-1 N.J.D.E.P. license for sewage system operators, or such higher license as may be required by N.J.D.E.P. or U.S.E.P.A.
2. Must satisfy all present and future requirements of N.J.D.E.P. and U.S.E.P.A.
3. Must have minimum of two (2) years experience in operation and maintenance of all sewer cleaning and sewer television, grouting and repairing equipment.

4. Must have thorough knowledge of the operation and maintenance of water system, as well as sampling and testing procedures.
5. Must be able to interpret gauge readings, flow readings, test results, chart readings and intelligently determine results, as well as recognize and successfully handle present and potential problems.
6. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.
7. Must direct help, when assigned, in all aspects of the job to be done.
8. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA, in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

301. Water Meter Repairer & Installer

1. Must be mechanically inclined and able to install new meters and wire or re-wire buildings for meter installation. Must have a thorough knowledge of water meters, including uses of various models, reasons for different uses, how a water meter works, and must be able to identify all internal parts of a meter and the function of same.
2. Must satisfy all present and future requirements of State of New Jersey, N.J.D.E.P. and U.S.E.P.A.
3. Must be able to test, certify and recalibrate all types and makes of meters in the EMUA system.
4. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.

5. Must direct help, when assigned, in all aspects of the job to be done.
6. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA, in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

#### 302. Water Meter Reader

1. Must satisfy all present and future requirements of State of New Jersey, N.J.D.E.P. and U.S.E.P.A.
2. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.
3. Must direct help, when assigned, in all aspects of the job to be done.
4. Must be able to read meters with mistakes not to exceed one percent (1%) over a three-month period to coincide with billing periods, repair meters within acceptable time frames and read meters at the rate of at least 250/day.
5. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA, in order to continually improve one's skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

#### 401. Maintenance Mechanic

1. Must possess considerable knowledge of the material, methods, practices and equipment used in the operation, maintenance and repair of water and wastewater treatment facilities including,

but not limited to, diagnosis, repair, rebuilding, replacement, inspection, adjustment, maintenance and lubrication of pumps, filters, blowers, chlorinators, motors, boilers, chemical feed machines, flow meters, pumping stations, wells, treatment facilities and other appurtenances comprising the water and sewer systems.

2. Must be able to use and maintain all tools necessary to perform the functions of the job.
3. Must be able to communicate effectively in the English language, carry out oral and written instructions, read blueprints and drawings, keep detailed and adequate maintenance and repair records and make such reports to management concerning the maintenance and repair of equipment as management may direct.
4. Must have ability to instruct trainees, laborers or other semi-skilled workers in an effective manner.
5. Must possess sufficient physical strength, coordination and mental awareness to satisfy job requirements and to perform said requirements safely and efficiently.
6. Must have a minimum of five (5) years experience in the maintenance of water and wastewater facilities and related appurtenances. Must possess a high school diploma or GED certificate.
7. Must have a valid New Jersey driver's license and must be able to operate all job related equipment, including, but not limited to, all trucks, backhoes and construction equipment.
8. Must be willing to attend all courses, classes or seminars required by management and satisfactorily complete same.



9. Must direct help, when assigned, in all aspects of the job to be done.
10. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP and USEPA in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

#### 402. Automotive Mechanic

1. Must possess sophisticated knowledge of the material, methods, practices and equipment used in the maintenance and repair of all types of vehicles. This position involves a high degree of technical competence in the field of automotive equipment. The employee must have the ability to make an independent judgment for the repair and service needs of the EMUA fleet and be able to maintain an adequate inventory of parts and supplies. The employee oversees parts, inventory control, and is responsible to provide technical knowledge, to employees as requested.
2. Must be completely proficient in engine diagnosis, internal repair, complete tune-ups, exhaust systems, automatic transmission, automatic transmission axle, final drive and shafts, manual transmission/clutch, transmission case, differential and shafts, front end, standard and McPherson struts, total electrical system, manual and automatic HVAC, brakes and suspension, standard HEI performance, C-3 carburetur (computer command), engine performance, TBI, PFI performance

(fuel injection), state motor vehicle inspections, and all body adjustments.

3. Must have the ability to understand vehicle reference, manuals, wiring diagrams, and schematics; to operate trucks in a safe and efficient manner; to keep accurate and legible records; to adhere to a rigid time schedule; to follow oral and written instructions and to carry out assignments.
4. Must possess five years working experience in first class repair shop; ASE certification for automotive technician; computer command control fundamentals; and commercial drivers license.
5. Must direct help when assigned in all aspects of the job to be done.
6. Must be able to pass all tests, present and future, as required by the EMUA, NJDEP, and USEPA in order to continually improve skills, knowledge and ability and to reasonably assure the general public that they are being served by competent and professional employees.

#### 403. Electrical/Electronic Maintenance Technician

1. Must possess considerable knowledge of the material, methods, practices and equipment used in the maintenance and repair of all types of electrical/electronic equipment and instrumentation associated with the water and wastewater field. The position involves a high degree of technical competence in the field of electricity and electronic instrumentation. The employee oversees maintenance, parts, inventory control, and is responsible for providing technical assistance to employees as requested. The employee makes independent judgments for the need to maintain and repair equipment.

2. Must be able to:
  - a. Troubleshoot and repair, electrical switching equipment, electronic instrumentation equipment, and emergency generator transfer switches.
  - b. Use operations and maintenance manuals to troubleshoot, repair, and test equipment.
  - c. Work with little or no supervision to perform electronic maintenance and make repairs to electronic components of pumps, valves, boilers, vehicles, and other machinery and equipment.
  - d. Properly dismantle and reassemble machinery and equipment, with minimal supervision, according to the manufacturers specifications.
  - e. Perform moderately complex electronic maintenance, repairs and calibration on computers, industrial controls, telemetering systems and transmitters.
  - f. Test electronic components and circuits using various pieces of test apparatus.
  - g. Fabricate and install brackets, clamps and guards using various methods and materials.
  - h. Perform simple to moderately complex electrical component maintenance and repairs.
3. Must have five (5) years experience, or equal, in the maintenance and repair of electrical/electronic equipment associated with water and wastewater facilities.
4. Must be able to use and maintain all tools and equipment necessary to perform the functions of the job.

5. Must be able to communicate effectively in the English language, carry out oral and written instructions, read blueprints and drawings, keep detailed and adequate maintenance and repair records, make such reports to management concerning the maintenance and repair of equipment as management may direct.
6. Must have ability to direct help, when assigned, and to instruct trainees, laborers, or other semiskilled workers in an effective manner in all aspects of the job to be done.
7. Must possess sufficient physical strength, coordination, and mental awareness to satisfy job requirements and to perform said requirements safely and efficiently.
8. Must possess a high school diploma or GED certificate.
9. Must have a valid New Jersey driver's license.
10. Must be willing to attend all courses, classes, or seminars required by management and satisfactorily complete same.
11. Must be able to pass all tests, present and future, as required by the E.M.U.A., NJDEP, and USEPA, in order to continually improve skills, knowledge, ability and to reasonably assure the general public that they are being served by competent and professional employees.

#### 501. Trainee

1. Must serve as laborer for minimum of one (1) year.
2. Must have completed basic water and sewer courses as approved by N.J.D.E.P.
3. Must satisfy all requirements and pass all tests as indicated in individual job descriptions in order to be paid out of classification.

4. Upon satisfactory completion of all EMUA, NJDEP, State of New Jersey, and USEPA requirements, including experience, testing and expertise, employee will be eligible for promotion, dependent on need as determined by the EMUA.

#### 601. Laborer

1. Must be able to assist all permanently placed employees.
2. As a minimum, must be able to perform the following: Shovel sludge, painting, digging trenches or holes, general laborers work in trenches, lubricating equipment, checking pumps, checking equipment, changing and checking oil, flush fire hydrants, cut grass, read, write, follow directions, as well as work amicably with other personnel.

#### 701. Seasonal Employee

1. Same job description as 501, except that the term of employment cannot exceed the four months preceding Labor Day in any given year.
2. No overtime or premium time shall be offered to any seasonal employee without having first offered overtime or premium time to all employees on the regular seniority list.

#### General Requirements

In general, all employees, regardless of classification, are required to perform any work that is assigned by the EMUA. All employees shall sign work schedules, work guidelines, work records, maintenance schedules, meter reading cards and other such records as requested by the EMUA indicating that the duties are understood by the employee or that they have been performed by the employee.

Acceptance of a classification by an employee indicates acceptance of all responsibilities entrusted to members of that classification. An employee in a higher classification shall be responsible for a helper from a lower classification when one is assigned to assist in the performance of duties.

The EMUA has the right as a management responsibility to assign classifications, to reject any employee for assignment to a certain classification or to reassign any employee to a different classification.

ARTICLE 4.

PROBATIONARY EMPLOYEES

A. 1. A "probationary employee" is one who is in the employ of the EMUA and would otherwise qualify under the definition of "employee" except that he has not been employed for 90 consecutive calendar days.

2. A probationary employee is not covered by this agreement, except where specific reference is made to probationary employees and except for the pay scale, which shall apply. A probationary employee is not entitled to sick leave, leave of absence, vacations, paid holidays, personal days, insurance or fringe benefits, nor is entitled to file a grievance except with respect to work safety or equipment safety. Probationary employees shall not work any overtime or premium pay days without the EMUA having first offered all such available work to seniority employees.

3. A probationary employee is not entitled to retroactive benefits of the type described above after the probationary period has terminated, except for such benefits as are required by law.

4. The EMUA shall notify the Union when any new employees are hired to fill positions within the terms of this agreement. During the probationary period of 90 consecutive calendar days, the employee may be discharged without recourse, provided that the EMUA may not discharge or discipline for the purpose of discriminating against union members.

5. After 90 consecutive days of employment, the probationary employee shall be entitled to all benefits and privileges of a regular employee. The EMUA may, however, in its discretion, extend the probationary period for an additional 60 calendar days but this

shall not affect the probationary employee's right to receive benefits. After successful completion of the probationary period, the employee shall be placed on the regular seniority list. In case of discharge within the probationary period, as may be extended, the EMUA shall notify the Union in writing.

6. The date of hiring of a probationary employee is the date that shall be used for seniority and vacation purposes.



ARTICLE 5.

MANAGEMENT RESPONSIBILITY

The Union agrees that the management of the water and sewer systems, the control of personnel, the control of property and the maintenance of order and efficiency is solely the responsibility of the EMUA. Accordingly, the EMUA is accorded the right, including, but not limited, to select and direct all personnel; to hire, suspend or discharge any employee for just cause; to assign, promote or transfer any employee or probationary employee; to determine the amount of overtime to be worked; to relieve employees or probationary employees from duty because of lack of work or for other legitimate reasons; to decide the number and location of facilities; to determine the work to be performed; to determine schedules for maintenance and repair; to determine the amount of supervision necessary; to determine the types and amount of machinery, tools, equipment and methods that are necessary; to determine schedules of work; to procure, design, engineer and control equipment and materials; to purchase services of others by contract or otherwise, except as they may be otherwise specifically limited in this agreement, and to make reasonable and binding rules which shall not be inconsistent with this agreement.

ARTICLE 6.

EMUA RULES

The EMUA may establish such rules as it deems reasonable and necessary in order to fulfill its management responsibilities, provided, however, that such rules are not in conflict with the express terms of this agreement. A copy of said rules shall be sent within seven days after adoption to the Union. Thereafter, the Union shall have seven days from the receipt of said rules to object in writing to the EMUA, stating specifically the nature and extent of the objection. In the event that no objection is timely made, then the rules shall remain in force and shall survive the expiration of the contract and shall not be subject to challenge.

ARTICLE 7.

UNION SECURITY; REPRESENTATION FEE

A. It is agreed that an employee who does not join the union, withdraws from union membership or cancels his application for membership in the union shall be required to share in the cost of maintaining and operating the union, as provided by law. Failure of an employee to be a union member shall not affect his status as an employee of the EMUA.

B. Neither membership nor nonmembership in the union shall be a condition of employment or continued employment. Nonmembers who would otherwise be covered employees shall pay to the union a representation fee in lieu of union dues in the event that they elect not to become union members. This shall also affect new employees beginning on the expiration of the probationary period. It is understood that each employee covered by this agreement benefits by the existence of this contract and as such shall pay the representation fee to the properly designated officer of the Union each month, which charge shall be paid as a contribution towards the administration of this agreement and the representation of such employee. The amount of the representation fee shall be calculated by the Union but in no event shall it exceed Eighty-Five percent (85%) of the regular union dues.

C. The Union agrees that there shall be no discrimination, intimidation, restraint or coercion by it or its officers, agents or members against any employee who refuses to or fails to execute an authorization card.

ARTICLE 8.

DUES CHECK OFF, P.A.C. AND INDEMNIFICATION

A. Upon receipt of proper written authorization, the EMUA shall deduct union dues and representation fees on a monthly basis and shall remit the moneys collected to the Union not later than the 15th day of each month. The Union agrees to indemnify and hold harmless the EMUA from any causes of action, claims, losses or damages incurred as a result of this clause.

B. The EMUA agrees to deduct from the paycheck of an employee any voluntary contribution made by the employee to P.A.C. Local 676. The Union shall notify the EMUA in writing of the amounts designated by each contributing employee to be deducted from his 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 EMUA shall mail the total amount of the voluntary contributions to the Union on a monthly basis, in one check, along with the name, social security number and amount contributed by each contributing employee.

C. All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the EMUA, the EMUA Treasurer and the Union. The EMUA Treasurer shall thereafter cease withholding any moneys under the check off authorization.

ARTICLE 9.

ACCESS TO PREMISES

A duly authorized representative of the Union, whose name shall be filed in writing with the EMUA, shall be permitted access to the premises for the purpose of assisting in the adjustment of grievances, the investigation of working conditions and the investigation of complaints of breach of contract, provided, however, that prior approval has first been secured from the Executive Director, or his designee, on the condition that such approval shall not be unreasonably withheld. Such visits shall not be permitted to interfere with, hamper or obstruct the normal conduct of work.

ARTICLE 10.

SENIORITY

- A. Seniority is defined to mean the accumulated length of continuous service with the EMUA in this bargaining unit, computed from the most recent date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for a bona fide illness or injury certified by a physician. Seniority shall be lost if the employee transfers to another collective bargaining unit. Seniority shall be lost and employment terminated for the following reasons:
1. discharge with cause;
  2. resignation;
  3. failure to return promptly after expiration of authorized leave;
  4. an absence of three (3) consecutive working days without leave or notice to the Operations Manager;
  5. engaging in any other employment during a period of leave of absence;
- B. All job openings or vacancies shall be posted by the EMUA on the employee bulletin board for a period of fourteen (14) consecutive days. At the end of the period, the position shall be awarded as soon as possible by the EMUA. An employee who wishes to bid for the opening or vacancy must do so in writing by signing the posted notice during the aforesaid period.

- C. Promotions will be based on ability and merit. If these factors are relatively equal, the employee with the most seniority shall be given preference.
- D. Once an employee has been selected to work the second or third shift, the employee shall be given preference for assignment to either the second and third shift based on seniority, if all other factors related to the job assignment and the need for certain job classifications are relatively equal.
- E. In the event that an employee accepts a position in management with the EMUA, then, after thirty days, seniority rights shall be lost. There shall be no interruption in seniority if the employee leaves management and returns to the labor force through and including the end of the thirty day period. If the employee leaves management and returns to the labor force after the thirty day period, seniority shall be computed from the date of return.

ARTICLE 11.

SENIORITY, RANK AND POSTING

Annually, during the month of January, the EMUA shall compile, submit to the Union and post in a conspicuous place a written seniority list of employees. Any employee hired after the date of posting shall have his name added to the list in order of the date of hiring, and the Union shall be notified of such additions. Any disagreement with the seniority standing of any employee shall be submitted as a grievance within thirty days of the date of posting, after which the list shall become binding and permanent on all employees named on that list, except, however, to the extent that the employee is affected by a new employee or by a change in the status of a present employee or by any new information on that list which affects the status of the employee. In these cases, the affected employee shall have thirty days from the date of posting of the list which affects the employee to submit a grievance, after which the changes become binding and permanent.



ARTICLE 12.

SHOP STEWARD

A. The EMUA recognizes the right of the Union to designate one shop steward and one alternate from the EMUA seniority list. The authority of the shop steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the EMUA in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues when authorized by appropriate local union action.
3. The transmission or receipt of such messages and information to or from the local union or its officers provided that telephone messages be limited to one call per week not exceeding fifteen (15) minutes in length and are of such a routine nature that do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the normal and routine operation of the EMUA.

B. The shop steward and alternate have no authority to take strike action or any other action interrupting the normal and routine operation of the EMUA. The EMUA shall have the authority to impose proper discipline, including discharge in the event the shop steward or alternate has taken strike actions, slow downs or work stoppage in violation of this agreement.

C. Except as specifically stated above, the shop steward and alternate shall be prohibited from performing any other union activities while on company time. The shop steward or alternate has no authority to and shall not give orders to employees, nor countermand orders of supervisory personnel. The alternate shop steward shall only have the authority to act in the absence from work of the shop steward.

D. The designation of the shop steward and alternate shall be certified to the EMUA by the Union in writing.

ARTICLE 13.

SENIORITY OF STEWARD

The shop steward shall be granted super seniority for layoff and recall purposes after 30 days of service after his selection as shop steward. Under no circumstances shall the EMUA discriminate against the shop steward because of his activities as a Union representative. Super seniority shall not apply to the alternate shop steward, nor shall time served as the alternative be counted in computing the 30 day period as aforestated.

ARTICLE 14.

LAY-OFF AND RECALL

A. In the event that it becomes necessary to lay off employees, the EMUA shall lay off employees on the basis of seniority. In the event that seniority is equal among two or more employees, and less than all of the employees are to be laid off, the order of layoffs of employees with equal seniority shall be determined by the EMUA. If the EMUA recalls the employees who were laid off, the recall shall be done in reverse order of the manner in which employees were laid off, with the last employee laid off being the first employee to be recalled.

B. When recalling laid off employees, the EMUA shall send a telegram or registered letter to the employees' last known address, as indicated on the employee records, and the employee shall have three days to respond to the recall notice. After the employee has notified the EMUA that he shall return to work, the employee shall have one week in order to report to work. If the employee fails to report within the one week period, he shall be terminated. If he is then rehired, he shall be considered a new employee without his former seniority.

C. The EMUA agrees to give at least a one week notice of a lay off to the Union, the shop steward and the affected employees. Notice shall be given in writing. Whenever such required notice is not given and the circumstances are not beyond the control of the EMUA, the employees shall be paid one week's wages in lieu thereof.

D. All recall rights granted herein shall be limited to a period of twelve (12) months from the date of lay off and thereafter, no right of recall shall exist.

ARTICLE 15.

GRIEVANCE PROCEDURE AND ARBITRATION

- A. A "grievance" shall be defined as a complaint by an employee or employees because of an alleged violation, inequitable application or misinterpretation of this agreement.
- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step. It is understood that employees shall during and notwithstanding dependency of any grievance, continue to observe all assignments and applicable rules and regulations of the EMUA until such grievance and any effect thereof shall have been fully determined.
- C. Step 1 - An employee who has a grievance shall first discuss it with the shop steward and immediate supervisor in an attempt to resolve the matter informally at that level. A grievance, to be considered under this procedure, must be initiated by the employee within ten working days from the time that the employee knew of its occurrence.
- D. Step 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, the

grievant shall set forth his grievance in writing to the Executive Director of the EMUA within five working days of the discussion of the grievance, specifying the nature of the grievance and the resolution sought. The Executive Director or his designee shall communicate his decision in writing to the grievant within ten working days of receipt of the written grievance.

- E. Step 3 - The grievant, no later than ten working days after receipt of the decision of the Executive Director, may appeal the decision to the EMUA Board. The notice of appeal shall be submitted in writing and shall have attached to it all related papers and shall specify in detail the nature of the grievance, the relief sought, and the contractual provisions alleged to have been violated. The EMUA, or a committee thereof, shall review the grievance and may, at its sole option, conduct a hearing with the employee. The EMUA shall render a decision in writing within 45 calendar days of receipt of the grievance.
- F. Step 4 - If the Union is dissatisfied with the decision of the EMUA and only if the grievance pertains to a violation of this contract between the Union and the EMUA, the Union may request the appointment of an arbitrator. Such request shall be served upon the EMUA either personally or by certified mail, return receipt requested, no later than 15 calendar days after the decision, in writing, to the EMUA.

The EMUA and the Union shall select an arbitrator pursuant to the procedures of the American Arbitration Association. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the EMUA. The findings of the arbitrator shall be binding upon the parties.

The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses, however, including, but not limited to the presentation of witnesses, shall be borne by the party incurring the expense. Where grievance proceedings are mutually scheduled by the parties during work time, persons required to be present shall suffer no loss in pay.

- G. Beginning with level 3 of the grievance procedure, the grievant must be represented by a Business Agent of the Union.

ARTICLE 16

DISCIPLINE AND DISCHARGE

A. Except for lay-offs, no employee may be dismissed or suspended without just cause. Further, except as otherwise provided below, no employee shall be dismissed for a first offense, but shall have received the following for each general category of offense:

First offense - oral warning

Second offense - written warning

Third offense - one to five day suspension

Fourth offense - subject to dismissal.

B. A disciplinary offense shall be expunged from the employee's record after three (3) years of the date of the offense. A copy of any written warning, suspension notice or dismissal notice shall be sent to the Union Business Agent, but the action taken in such notice shall not be stayed or suspended pending receipt of such notice by the Business Agent.

C. Nothing in this agreement shall prohibit the Union from investigating any dismissal or suspension and contesting same by compliance with the grievance procedure contained in this agreement. In the event that it is decided, pursuant to the grievance procedure of this agreement, the dismissal or suspension was without just cause, the decision shall provide for reinstatement which may be with or without backpay. If the decision directs reinstatement with backpay, the EMUA shall not receive any credits for wages or compensation earned by the employee during the period of dismissal or suspension. Except if prevented by emergency, grievances concerning dismissal or suspension shall be advanced over



all other matters pending for grievance hearings and shall be promptly heard.

D. Notwithstanding any other provision of this agreement, an employee may be dismissed without having received a prior written warning or without having notification given to the Union business agent for any of the following reasons:

1. calling or participating in any strike, work stoppage, walk out or any job action as defined in this agreement;
2. being impaired or under the influence of alcohol, drugs or any other controlled dangerous substance. In the event that an employee is suspected of being impaired or under the influence, the Executive Director, Administrations Manager or Operations Manager may require that said employee submit to a breathalyzer examination or blood test. In the event that an employee refuses to submit to these tests after being advised to do so, the employee may be subject to dismissal or suspension;
3. possession or consumption of alcoholic beverages or narcotic drug or controlled dangerous substance during working hours;
4. theft or dishonesty;
5. assault or battery on EMUA employees or EMUA representatives;
6. carrying unauthorized passengers in EMUA vehicles;
7. commission of any disorderly person or indictable offense during working hours;
8. commission, at any time, of an indictable offense which would impair the ability of the employee to deal with the

public and which constitutes an offense involving danger to the person, property, public administration, public order, health or decency;

9. intentional violation of any DEP, EPA, Burlington County Health Department, Township of Evesham or EMUA ordinance, resolution, rule or regulation regarding potable water or sanitary sewer operations, or of any federal or state safety regulation;
10. failure to return promptly after expiration of authorized leave;
11. an absence of three (3) consecutive working days without leave or notice to the Operations Manager;
12. engaging in any other employment during a period of leave of absence;
13. violation of the "No-pay" Days provision of this Agreement.

E. In each instance of dismissal or suspension, the EMUA shall promptly notify the Union in writing of the action taken. The parties agree that a dismissal or suspension shall not be subject to the grievance procedure or to arbitration as herein provided unless the Union shall have notified the EMUA in writing of an intention to do so within one week of the dismissal or suspension.

F. In the event that an employee has his driving privileges in New Jersey suspended or revoked, the EMUA shall protect the employment and seniority of the employee for a period of six (6) months. The EMUA retains the right, however, to require the employee to take an

unpaid leave of absence for the period of suspension or revocation if, in the EMUA's discretion, it is not feasible to permit the employee to continue to work.

ARTICLE 17.

STRIKES AND LOCKOUTS

- A. It is recognized that the need for continued and uninterrupted operation of the water and sewer system is of paramount importance to the citizens of the community and that there should be no interference with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this agreement.
- B. The Union covenants and agrees that during the period of this agreement, neither the Union nor any group of persons acting in its behalf, will cause, authorize, engage in, sanction, assist or support any strike, concerted failure to report for duty, willful absence of any employee from his position, stoppage of work or abstinence in whole or in part, or deviation from the full, faithful and proper performance of the employees' duties of employment, work stoppage, slow down, walk out or other job action against the EMUA for any purpose whatsoever. The Union agrees that such action would constitute a material breach of this agreement.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow down or other activities as set forth in Section B herein, or support any such action by any other employee or group of employees of the EMUA, and that

the Union will direct all such members who participate in such illegal activities to cease and desist and to return to work immediately, and to take such other reasonable steps as may be necessary under the circumstances to bring about compliance with the Union's order.

- D. In the event of a strike, slow down, work stoppage or other activity as aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this agreement shall entitle the EMUA to take disciplinary action.
- E. The Union further covenants and agrees that any involvement or participation in either a strike or a walk out, as aforementioned, will be grounds for the termination of the employees engaged in such activity.
- F. Nothing contained in this agreement shall be construed to limit or restrict the EMUA in its right to seek and obtain such judicial relief as it may be entitled to in law or in equity for injunction or damages or both in the event of such breach by the Union or its members. The Union may be held liable in damages for any job action as described herein unless the Union, in writing, immediately disavows the job action and notifies the participating employees to return to work.
- G. The EMUA agrees that during the duration of this agreement, it will not lock out employees.

ARTICLE 18.

PICKET LINES

It shall not be a violation of this agreement and it shall not be a cause for dismissal, suspension or disciplinary action if an employee refuses to enter upon property or premises which are the subject of a lawful primary labor dispute, except, however, that an employee must perform all assigned duties, including crossing said picket line, if that action is necessary to prevent or protect against bodily injury to any person or damage to any property of the EMUA, including, but not limited to its water and sewer systems, or in the event of other emergencies which necessitate the employee crossing the aforesaid picket line.

ARTICLE 19.

PERFORMANCE OF WORK

A. All work performed in any classification covered under this agreement shall be performed only by employees or probationary employees covered by this agreement, except as may be otherwise specified.

B. It is not the intention of the EMUA to deny work to any employee by assigning production work to a foreman or supervisor. It is understood and agreed, however, that foremen or supervisors are specifically permitted to work in case of emergencies, when there is a shortage of labor immediately available, when there is a shortage of labor due to absence or illness, when evaluating an employee's performance or when circumstances so warrant. Moreover, supervisors and foreman are expressly permitted to perform such functions as testing equipment or methods of operation and instructing employees in operating equipment or performing tests.

C. Nothing in this agreement shall preclude the EMUA from employing independent contractors on a contractual or subcontractual basis to perform any work as may be required by the EMUA.

ARTICLE 20.

WORK IN OTHER CLASSIFICATIONS

An employee shall not be entitled to a different pay rate or additional compensation for performing work in a higher classification.



ARTICLE 21.

WORK DAYS, WORK WEEKS, OVERTIME AND TIME CLOCK

- A. The work of the EMUA shall be scheduled over twenty-four (24) hours a day and seven days a week, in the discretion of the EMUA.
- B. A normal work day shall consist of eight hours of work. Each employee or probationary employee shall be entitled to an unpaid 30 minute lunch break during an eight hour shift, a paid 15 minute break for each four hours of work during a work day and a paid 5 minute wash up period prior to lunch and at the end of the work day. Although each break shall normally be taken in the middle of the work session prior to lunch and in the middle of the work session after lunch, the EMUA retains the right to reschedule the first break, the lunch period and the second break for a reasonable time in the event that work schedules so require.
- C. A normal work week shall consist of 40 hours of work at straight time pay. Hours worked in excess of 40 per week shall be paid at time and one-half. Overtime on Sunday (not Sunday scheduled duty) shall be paid at double time. Sick leave, vacation days and personal days shall count towards the 40-hour requirement.
- D. Overtime shall be given to employees based on: 1.) continuity of effort and 2.) appropriateness of work to a job classification. In the event that all factors are otherwise equal, the EMUA shall attempt to equalize overtime among employees by posting a monthly list stating the number of total overtime hours worked by each employee during the preceding month, including all overtime hours worked, all overtime hours refused and all overtime hours not available. The employee with the least number of total hours of overtime in the preceding month shall be first to be called for

overtime, and the remaining employees shall be called in ascending order based on total overtime hours. Employees shall be charged for refusing blanket overtime as well as scheduled overtime. Nothing herein shall prevent the EMUA from disregarding the list and calling in any employee for overtime in the event of an emergency. Overtime hours worked on emergencies shall be counted in determining the total number of overtime hours worked.

E. The EMUA shall notify an employee at least seven (7) days prior to any schedule or shift changes, except in cases of emergency as may be determined by the EMUA.

F.1. All employees and probationary employees shall be required to utilize a time clock and punch in prior to the start of:

- a) all morning and afternoon work periods;
- b) resumption of work after morning and afternoon breaks, in the discretion of the immediate supervisor;
- c) any work period in which the employee is called back to work; and
- d) such other periods as may be directed by management.

2. All employees and probationary employees shall be required to utilize a time clock and punch out at the end of:

- a) all morning and afternoon work periods;
- b) a work period prior to a morning or afternoon break, in the discretion of the immediate supervisor;
- c) any work period in which the employee is called back to work; and
- d) such other periods as may be directed by management.

3. An employee or probationary employee may only punch in within seven minutes prior to the start of a paid work period. No overtime shall be paid for punching in prior to the start of, or for punching out after the end of, a paid work period unless such overtime is expressly authorized by the EMUA.

4. An employee or probationary employee shall be docked 15 minutes of pay for a lateness of between eight and twenty-two minutes, inclusive, and shall be docked an additional 15 minutes of pay thereafter for all, or a portion of, each subsequent 15 minute period of lateness. Overtime shall be paid in the same increments.

5. An employee or probationary employee is not eligible for overtime in a week in which late time occurred unless the late time is first made up at straight time pay.

ARTICLE 22.

MINIMUM TIME

Whenever an employee reports for work for the regularly scheduled shift, the employee shall receive a minimum of a full day's work or full day's pay at the employee's regular rate, provided the employee accepts any job to which he may be assigned. Whenever an employee is called in to work on any day for which work is not regularly scheduled, or is required to return to work after the employee has left from his regularly scheduled day's work, the employee shall receive a minimum of three hours work or pay at his regular rate, provided, however, that the employee accepts any job that is assigned.

ARTICLE 23.

A. RATES OF PAY

1. Effective April 1, 1994, and every April 1 thereafter for the duration of this agreement, the basic rate of pay for the employees in each classification shall be as follows:

<u>Rate</u>	<u>Classification</u>	<u>April 1, 1994</u>	<u>April 1, 1995</u>	<u>April 1, 1996</u>
A	No license, no school	\$8.45	\$8.81	\$9.21
B	No license, basic school	\$10.24	\$10.67	\$11.15
C	NJDEPE, Class 1 license	\$13.29	\$13.86	\$14.48
D	Two NJDEPE Class 1 licenses	\$14.96	\$15.60	\$16.30
E	NJDEPE Class 2 license	\$15.40	\$16.05	\$16.77
F	Two NJDEPE Class 2 licenses or one NJDEPE Class 3 license	\$15.84	\$16.51	\$17.25

2. An F-Rate employee who has satisfactorily completed one advanced water or wastewater course which has been approved by the EMUA shall receive an extra \$0.25 per hour. An F-Rate employee who has satisfactorily completed two advanced water or wastewater courses which have been approved by the EMUA shall receive an extra \$0.50 per hour. An F-Rate employee who has satisfactorily completed three advanced water or wastewater courses which have been approved by the EMUA shall receive an extra \$0.75 per hour.

3. Leon King shall be grandfathered at the F-rate. He shall not be entitled to the additional compensation referred to in the preceding

paragraph unless he actually obtains either two NJDEPE Class 2 licenses or one NJDEPE Class 3 license.

4. An employee who possesses a commercial drivers license and who is permanently assigned as the 204 Sludge Tanker Driver shall, for the purposes of this Article, be paid the D rate.

5. The basic rates of pay of the 401 Maintenance Mechanic, the 402 Automotive Mechanic and the 403 Electrical/Electronic Maintenance Technician are not being established at this time since these positions have not been filled by the EMUA. The basic rates of pay for these job classifications shall be established by subsequent agreement between the EMUA and the Union and shall be no less than the A-rate nor more than the F-rate as specified herein.

6. Notwithstanding paragraph 1 herein, employees as of August 1, 1994 shall receive raises of 4.25%, 4.25% and 4.5% effective the first day of April in 1994, 1995 and 1996, respectively, over their 1993 base rate. The new base rates for such employees shall be as follows:

1993 Base Rate	April 1, 1994	April 1, 1995	April 1, 1996
\$ 8.11	\$ 8.45	\$ 8.81	\$ 9.21
\$ 9.82	\$10.24	\$10.67	\$11.15
\$12.75	\$13.29	\$13.86	\$14.48
\$14.35	\$14.96	\$15.60	\$16.30
\$14.77	\$15.40	\$16.05	\$16.77
\$15.19	\$15.84	\$16.51	\$17.25

**B. NIGHT DIFFERENTIAL**

There shall be added to the basic rate of pay thirty-five cents per hour for each hour worked on a regularly scheduled 3:30 p.m. to 12 o'clock midnight shift. There shall be added to the basic rate of pay forty cents per hour for each hour worked on a regularly scheduled 11:30 p.m. to 8:00 a.m. shift.

The night differential shall apply only to regularly scheduled shifts and does not apply to hours worked on overtime, emergency work, or any work performed after normal working hours which is performed on other than a regularly scheduled shift.

**C. WEEKEND DIFFERENTIAL**

An employee who works a regularly scheduled shift on a Saturday or Sunday shall receive weekend differential premium pay of 125% (time and a quarter) of the rate in Paragraph A for all time worked on the shift. Night differential, if any, shall be added after the weekend differential is computed. Overtime worked on a Saturday after the completion of a regularly scheduled Saturday shift shall be paid at time and a half of the rate in Paragraph A. Overtime worked on a Sunday after the completion of a regularly scheduled Sunday shift shall be paid at double time of the rate in Paragraph A.

ARTICLE 24.

PAY PERIOD

A. All employees and probationary employees covered under this agreement shall be paid in full on each pay day for hours worked during the preceding week. No more than one week's pay shall be held on any employee or probationary employee.

B. The regular pay day shall be each Thursday. The EMUA shall attempt, in good faith, to have pay checks available for distribution by 4:00 p.m. No employee or probationary employee shall be permitted, however, to transact any banking business on EMUA time.

C. When the regularly scheduled pay day falls on a holiday, the EMUA shall pay the employees and probationary employees on the regular work day immediately preceding the holiday.

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



ARTICLE 25.

PAYMENT UPON SEPARATION

Upon separation, the EMUA shall pay all moneys due to the employee or probationary employee by mail to his last known address. Said payment shall be due to the employee or probationary employee on the next regularly scheduled pay day.

ARTICLE 26.

BENEFITS

A. The EMUA will provide the fringe benefits listed on Rider A at no cost to the employee. The EMUA will provide the fringe benefits listed on Rider B on a contributory basis with the employee. The EMUA may, in its discretion, substitute policies, coverages, companies or benefits without Union approval, provided, however, that there is no reduction in benefits. Optional benefits, if available, may be secured by an employee on a contributory basis.

B. The benefits listed on Rider A and Rider B are intended to be a list of benefits provided and are not intended to be a description of those benefits. All plans listed in Rider A and Rider B are on file at the EMUA office and all employees are deemed to have knowledge of the plans and the coverages provided by those plans. This Article is not to be construed as amending any of the plans. In the event of any inconsistency in the description of the plans between these Riders and the actual plans, the terms of the plan shall prevail.

RIDER A

Traditional Coverage:

- a.) Medical Insurance: CIGNA Corporation  
Policy No. 2508981-163
- b.) Prescription Plan: Paid Prescriptions, Inc.  
Connecticut General Life  
Insurance Co.  
Policy No. 00163GM

Alternate Medical Insurance:

- a.) HMO: U.S. Healthcare  
Policy No. 00571W002
- b.) Prescription Plan: U.S. Healthcare  
Policy No. 00571W002

Dental Plan: CIGNA Healthcare  
Policy No. 2508981-163

Disability Insurance: State Mutual Life Assurance  
Co. of America  
Policy No. GLTD-26621

Workers Compensation Insurance: As per statutory benefits

RIDER B

Pension Plan: P.E.R.S. - employee and EMUA  
contribute as per P.E.R.S.  
regulations

ARTICLE 27.

SICK LEAVE; BUY-BACK PROVISION

- A. Employees as of August 1, 1994 shall be entitled to 15 days of sick leave per calendar year. Each subsequent employee who is employed by the EMUA as of January 1 of each calendar year shall be entitled to 12 days of sick leave for that calendar year. One who becomes an employee after January 1 shall receive sick leave on a pro rata basis for that year.
- B. Sick leave days which are unused during the course of a calendar year may be accumulated without limit and used in following years.
- C. The following conditions apply to sick leave:
1. Sick leave pay shall be based upon the employee's regular straight time rate, exclusive of any premiums for the day or days on which he is absent from work because of accident or illness.
  2. Sick leave benefits shall commence on the first day of absence from work.
  3. Sick leave benefits shall not be granted to any employee until the completion of the probationary period.
  4. In the discretion of the EMUA, a doctor's certificate may be required as a condition for payment of sick leave after a three-day absence, or after five (5) separate occurrences of sick leave in any one (1) calendar year.
  5. Sick leave benefits are not convertible to cash, bonuses or to extra time off with pay, except as may be allowed under the "Buy-Back Provision" in this Article.

6. Except as provided in the "No-pay" Days provision of this Agreement, sick leave benefits shall not be used for personal days, vacation or the like, but are intended to apply only to days lost because of accident or illness of the employee or of the immediate family of the employee.
7. During the period of absence from work, the EMUA shall receive credit for welfare payments, worker's compensation or other benefits received under policies whose premiums are paid in whole or in part by the EMUA. Under no circumstances shall the combination of sick leave benefits with any of the aforesaid exceed an employee's regular straight time daily or weekly rate of pay.
8. Sick leave benefits shall be payable only to those days lost due to accident or illness on which the employee was regularly scheduled to work. In no event shall sick leave benefits apply to an employee's scheduled day off, holiday, vacation, leave of absence, overtime, or to any day for which an employee has received full pay from the employer.
9. In the case of absence due to exposure to contagious disease, a medical certificate shall be required as a condition precedent to the return to work by the employee affected.
10. The EMUA may, in its discretion, require an employee who has been absent because of illness to undergo a physical examination by a physician designated by the EMUA at the expense of the EMUA.
1. Abuse of sick leave shall be cause for disciplinary action.

D. The EMUA shall annually buy-back up to fifteen (15) days of sick leave that the employee wishes to sell. The buy-back shall be at 50% of the value of the sick leave to be purchased. The employee shall notify the EMUA during the first week of January of the following year of the amount of the sick leave to be bought back by the EMUA. The EMUA shall buy-back the sick leave by January 31, of each year. The employee may sell unused sick leave which has already been accumulated, but in no event shall the buy-back exceed fifteen (15) days in any year.

E. In the event of separation, the EMUA shall buy back all accumulated and unused sick leave at 100%, with payment capped at \$15,000, except if the employee was terminated for cause, in which event the employee shall not be entitled to any sick leave buy back.

placed on disability if the EMUA cannot provide a reasonable accommodation without undue hardship.

E. The physical exams shall include the following:

1. History and Physical. Standard formats are used for obtaining general past medical and physical history, with physician interview regarding items that may be applicable to candidate's eligibility to perform the activity required in the position with the EMUA. A general physical exam is also done by a physician with vital signs surveyed by physician's professional assistant.
2. Routine Urinalysis. A routine collection of urine and a urinalysis which consists of two phases. The first phase is a chemical dip stick analysis which tests for a number of fractions in the urine which may be indicative of medical illness. The second phase consists of microscopic examination to detect formed elements in the urine such as blood cells or crystals. This test does not include any survey for drugs or illicit substances.
3. Vision Testing. Use of a standard TITMUS vision tester to survey visual acuity, color vision, peripheral vision, and other vision parameters is a standard examination procedure.
4. Chest X-ray. In-house two (2) view X-ray studies of the chest in appropriate candidates.
5. Electrocardiogram. Standard office procedure to diagnose a variety of cardiology abnormalities.
6. Audiometry. Full frequency range survey of hearing and hearing loss done with audiometry equipment and hearing booth.

7. Urine Drug Screen. Testing is done under strict procedures (chain of custody), eliminating the chance for adulteration of urine samples studied. Testing is done by multiple test procedures at a reference laboratory, and confirmed by the most accurate testing methodologies currently available. This test shall be done for pre-employment screening only.



ARTICLE 29.

VACATIONS

A. Vacation eligibility is as follows:

1. After an employee has completed one year of service, he shall be entitled to one week of paid vacation.
2. After an employee has completed two years of service, he shall be entitled to two weeks of paid vacation.
3. After an employee has completed five years of service, he shall be entitled to three weeks of paid vacation.
4. After an employee has completed ten years of service, he shall be entitled to four weeks of paid vacation.
5. After an employee has completed fifteen years of service, he shall be entitled to five weeks of paid vacation.

B. All vacation to which an employee is entitled, shall be used by the anniversary date of hiring. There shall be no stacking or accumulation of unused vacation time. An employee who does not use all of his vacation leave by the anniversary date may sell back such unused leave to the EMUA at his regular rate, up to a maximum of one week per year. The balance of any vacation time that is unused by the anniversary date shall be deemed waived for that year.

C. Vacations cannot be taken less than one (1) week at a time nor more than two (2) weeks at a time, except that up to five (5) days vacation may be taken in days provided 48 hours notice is given, and except as provided in the "No-Pay" days provision of this Agreement. If a holiday occurs during a vacation, that day shall not be counted as a vacation day and the employee shall take an extra consecutive day off.

D. Employees shall submit vacation schedules for the calendar year by March 31 of each year. An employee may not select a total of more than 2 weeks of vacation during July and August. Vacation schedules submitted by March 31 shall be awarded on the basis of seniority within job description and subject to manpower requirements of the Authority. Thereafter, a two (2) week period shall be allowed for claiming any unused vacation available during July or August. Claims for unused vacation allotments in July or August shall be awarded on the basis of seniority as described above. All other vacation schedules submitted after April 1 shall be awarded on a first-come, first-served basis. No vacation leave shall be approved unless made two (2) weeks in advance, unless waived by the Authority.

E. All vacations shall be scheduled giving preference wherever possible to seniority after taking into consideration job functions, manpower requirements and plant operations. Once a vacation request has been approved for the employee, there shall be no changes in the approved vacation period, either by the employee or by the EMUA, unless mutually agreed to by both the employee and the EMUA.

F. An employee who is entitled to vacation leave at the time of his retirement, shall receive the earned vacation which has not been taken. In the event that an employee who is entitled to vacation leave dies, his estate shall receive the earned vacation pay.

ARTICLE 30.

UNIFORMS

A. The EMUA shall provide each employee with six (6) dry cleaned or laundered uniform changes per week. A uniform change shall consist of a set of trousers and a shirt. In addition, the EMUA shall provide a dry cleaned or laundered jacket with permanent liner change for each employee every three weeks.

B. The EMUA shall provide each employee with up to \$85.00 per year in shoe allowances for the purchase of steel-toed safety shoes. After the shoes are purchased, the employee shall submit a copy of the bill, along with a properly executed voucher, to the EMUA for reimbursement. Every employee and probationary employee must wear steel-toed safety shoes while on the job.

C. The EMUA shall provide employees with summer tee-shirts and winter coveralls, as needed. In order to secure new tee-shirts or coveralls, however, the employee must turn in the old ones. All lost or non-returned uniforms, tee-shirts, or coveralls shall be paid for by the employee through payroll deduction.

ARTICLE 31.

HOLIDAYS AND PERSONAL DAYS

A. Employees shall be entitled to the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Thanksgiving Friday
10. Christmas Eve
11. Christmas Day
12. Five Personal Days for employees as of August 1, 1994 and three personal days for subsequent employees.

B. Employee shall qualify for a paid holiday only by actually working the scheduled work day before and after the holiday. A scheduled vacation day or personal day shall be counted as actually working. A sick day shall not be counted as actually working, unless the employee produces a doctor's certificate in which case the employee shall receive the paid holiday.

C. All hours worked on holidays except on personal days shall be paid at the double time rate in addition to the normal paid holiday. If an employee is called to work on a personal day, the personal day shall be rescheduled.

ARTICLE 32.

"NO-PAY" DAYS

- A. An employee must first use all available personal days, sick leave and vacation days, in that order, before the employee may take a day off without pay.
- B. Two or more days off without pay in a calendar year shall subject the employee to a suspension of up to five days for each no-pay day taken, beginning with the second no-pay day.
- C. Three or more days off without pay in a calendar year, or four or more days off without pay in two consecutive calendar years shall subject the employee to dismissal.

ARTICLE 33.

EDUCATION AND DEVELOPMENT

- A. The Evesham Municipal Utilities Authority 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.
- B. An employee who obtains prior approval from the EMUA to take courses which are related to employment requirements and who completes and passes the course, shall be reimbursed conditionally for tuition, books, course materials and registration fees. No employee shall be eligible for reimbursement unless the employee has first obtained the prior approval of the EMUA to attend the class.
- C. It is a condition of reimbursement that an employee must remain in the employ of the EMUA for two (2) years from the date of the completion of the course, or any reimbursement payment, whichever is later. If an employee leaves for any reason other than death, disability, layoff or retirement at the age of 65 within the two (2) year period, then any reimbursement payment received by the employee for the course shall be repaid in full to the EMUA by the employee.
- D. 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 Authority working day, and the Authority agrees that the employee should take the course, then the employee and the Authority shall attempt to rearrange the working schedule of the employee so that he may still work a 40-hour week. Employees receiving approval to attend a seminar conducted during the workday shall receive their normal compensation, up to 8 hours a day.

E. An employee shall not be compensated for any time spent in taking courses or in study or preparation for course work. The Authority, however, shall compensate the employee for any time spent in taking examinations for licenses, if those examinations are offered only during the regular EMUA workday and in addition, only if the employee passes the examination. An employee may, however, take a vacation or personal day in order to be compensated for a day in which an examination is taken, but not passed. If the employee prefers to take an examination during the workday which is offered at night or fails an examination taken during the workday, the employee shall not be compensated for that time.

F. The EMUA shall reimburse the employee for all New Jersey water and sewer license fees and renewals thereof.

ARTICLE 34.

LEAVE OF ABSENCE

- A. An employee who desires to take a leave of absence without pay shall make application to the EMUA, and upon a showing of good cause, the EMUA may grant said application for leave of absence for a period not to exceed 30 days. The Union shall be given notice of the application by the employee.
- B. Upon further application and for good cause, the EMUA may grant extensions of the leave of absence, but in no case shall the EMUA be requested to grant a leave of absence in excess of one year from the date that the leave of absence initially began. Notice of the application shall be given to the Union by the employee.
- C. During the period of absence, the employee shall not engage in any full time or part-time employment. Any violation of this provision shall result in termination.
- D. During the period of the leave of absence, the EMUA shall be under no obligation to provide any benefits to the employee. If the employee desires to have the benefits continued, the employee shall request the continuation of the benefits in writing and shall make adequate arrangements with the EMUA to pay for the cost of those benefits.



ARTICLE 35.

UNION BUSINESS LEAVE

Whenever possible, meetings between representatives of the EMUA and of the Union for the negotiation of terms of any agreement or the handling of any grievance as proscribed herein shall be scheduled during the non-working time of the affected employee. When it becomes necessary to schedule such meetings during regular working time, employees whose attendance is required shall be permitted to attend and shall be paid at regular straight time rates, and the time spent in attendance at such meetings shall not be counted towards the time necessary to qualify for daily overtime pay.

ARTICLE 36.

BULLETIN BOARD

The Union shall have the use of a bulletin board at the Elmwood plant for its use in posting notices relating to Union meetings and official business only. No other notices other than notices sanctioned and approved by the Union shall be posted unless agreed to in writing by both the EMUA and the Union. The shop steward shall acknowledge all notices on the bulletin board as being approved by the Union for posting.

ARTICLE 37.

MILITARY SERVICE

In the event that any employee volunteers for, is drafted, or is otherwise called in to active military service in the armed forces of the United States, such employee shall not, during the period of such service, lose any seniority rights, as herein provided. Upon discharge from the armed forces, the employee shall be offered his former position, or one of like status, provided that he:

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

In the event that any employee is a member of a reserve unit of the armed forces of the United States or of the National Guard and is required to serve on maneuvers or at summer camp, the EMUA shall supplement the gross military pay with an amount sufficient to equal the gross pay from employment at the EMUA, computed on a straight-time basis for a 40-hour week at the rate of pay for the normal job classification. Such supplemental pay shall not exceed a period of two weeks in one calendar year.

ARTICLE 38.

FUNERAL LEAVE

An employee who is excused by the EMUA from work because of death in his immediate family shall be paid a maximum of eight hours per day at the regular rate of pay for all hours actually missed from work up to five (5) days for any leave for bereavement. Funeral leave is intended to be used for the purpose of making necessary arrangements and attendance at the funeral of the deceased. Immediate family, as used in this Article, is defined to mean, parents, children, spouse, brother and sister.

A maximum of three (3) days of paid funeral leave shall be given for work actually missed as a result of the death of a mother-in-law, father-in-law, step-father, step-mother, step-brother, step-sister, grandparents and grandchildren.

ARTICLE 39.

JURY DUTY

A. An employee who is summoned to serve jury duty on any grand or petit jury shall be paid by the EMUA in an amount equal to the difference between the employee's pay based on a 40-hour week at straight-time, and the amounts received by the employee as compensation for jury service.

B. Upon receipt of a summons for jury duty, the employee shall immediately notify the EMUA. No reimbursement of wages shall be made for jury duty served on holidays or vacations.

C. In order to receive compensation while on jury duty, the employee must comply with the following conditions:

1. The employee must notify the EMUA immediately upon receipt of a summons for jury service.
2. Whenever jury service is completed prior to 1:00 p.m., the employee is required to telephone the EMUA and to report to work if requested.
3. At the request of management, written proof must be presented of the time served on jury duty and the amount received for such services.

ARTICLE 40.

EMPLOYEES' BAIL

An employee who is arrested for any incident arising out of the course of employment and in the proper exercise of his duties and who has not violated any rules and regulations of the EMUA, or of this agreement, shall be provided bail upon request. Bail shall be provided only if the incident for which the arrest occurred arose out of the performance of official EMUA business.

ARTICLE 41.

LIE DETECTOR TEST

The EMUA shall not require that any employee or probationary employee take a polygraph or other form of lie detector test as a condition of employment. The EMUA and the employee or probationary employee, however, may stipulate to a polygraph examination in the event that one is requested by the EMUA. Failure to stipulate to the examination will not be held against or used in any way against the employee or probationary employee.

ARTICLE 42.

SANITARY CONDITIONS

The EMUA shall provide and maintain in good repair toilets and hot and cold running water for the employees. The employees shall be responsible for the general cleanliness of the restrooms and lunch rooms and each employee is responsible to clean up any mess made by that employee.



ARTICLE 43.

BLACKLISTS

The EMUA shall not establish or create a "blacklist" nor in any way become a party to the establishment of a "blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the EMUA or any other employer.

ARTICLE 44.

DISCRIMINATION

Neither the EMUA nor the Union nor any employee or probationary employee shall discriminate against any other employee, probationary employee or other person employed by the EMUA on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or union affiliation.

ARTICLE 45.

WORK SAFETY

A. All employees and probationary employees shall be required to follow all safety rules promulgated by any federal, state, county or local law or regulation or by the EMUA and shall be required to meet all requirements imposed by such laws or regulations.

B. No employee or probationary employee shall be required or assigned to engage in any activity involving dangerous conditions of work in violation of any statute, ordinance, resolution, rule or regulation of any governmental agency having jurisdiction over safe working conditions. An allegation of a dangerous condition of work in violation of the aforesaid governmental regulations must initially be brought to the attention of the immediate supervisor. In the event that the immediate supervisor agrees with the allegation of dangerous condition of work involving a violation of the governmental regulation, then no employee or probationary employee shall be under any obligation to perform that work. In the event that the immediate supervisor feels that there is no condition of work in violation of the governmental regulations, then the employee or probationary employee shall perform the work as assigned. The employee or probationary employee may take a grievance from this decision according to the normal grievance procedure.

C. The initial notice to the immediate supervisor of the allegation of a dangerous condition of work in violation of the governmental regulation may be made orally, provided, however, that no later than the start of the next working day, the employee or probationary

employee shall present a reaffirmation of the oral notice by written notice. In the event that written notice is not made as aforesaid, then a claim of oral notice of an alleged defect is deemed waived.

ARTICLE 46.

EQUIPMENT SAFETY

A. Any allegation of unsafe equipment made by any employee or probationary employee must initially be brought to the attention of the immediate supervisor. In the event the immediate supervisor agrees with the allegation of unsafe machinery, then no employee or probationary employee shall be under any obligation to use that machinery until it has been repaired and declared safe by the immediate supervisor. In the event that the immediate supervisor feels that the machinery is safe to operate, then the employee or probationary employee shall operate the machinery as instructed. The employee or probationary employee may take a grievance from this decision according to the normal grievance procedure.

B. The initial notice to the immediate supervisor of an allegation of unsafe equipment may be made orally, provided however, that no later than the start of the next working day, the employee or probationary employee shall present a reaffirmation of the oral notice by written notice. In the event that written notice is not made as aforesaid, then the claim of oral notice of an alleged defect is deemed waived.

ARTICLE 47.

REPORTING ACCIDENTS

A. Any employee or probationary employee involved in an accident shall immediately report said accident to the immediate supervisor, describing the manner in which the accident occurred and the injuries, if any, sustained.

B. Before leaving work for the day, the employee or probationary employee shall make out an accident report in writing, describing the manner in which the accident occurred, the injuries, if any, sustained, and the names and addresses of any witnesses to the accident.

ARTICLE 48.

MAINTENANCE OF GENERAL WORKING CONDITIONS

The EMUA agrees that all conditions of employment relating to general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. This Article shall apply only to conditions that are not otherwise covered by any provision of this Agreement.

ARTICLE 49.

ADA COMPLIANCE

The EMUA retains the discretion and authority to change any of the terms or conditions of employment, whether or not contained in this Agreement, of any employee, probationary employee or prospective employee, in an effort to comply with the provisions of the Americans With Disabilities Act (hereinafter the "ADA"). The Union expressly waives all rights which it may have to negotiate over such terms and conditions of employment, to the extent that the EMUA alters, seeks to alter, creates or seeks to create, such terms or conditions in an effort to comply with the ADA. No action which the EMUA at any time designates is or was taken in an effort to comply with the ADA shall be subject to challenge in any respect in any court or under any grievance or arbitration procedure.



ARTICLE 50.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of this agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this agreement, which shall remain in full force and effect; and to this end the provisions of this agreement are hereby declared severable. In the event any portion of this agreement is declared invalid, the parties agree to begin renegotiations on the invalid portion within 30 days of the date of the decision.

ARTICLE 51.

TERM OF AGREEMENT

This agreement shall be in full force and effect from April 1, 1994, to and including March 31, 1997. Further, this agreement shall continue in full force and effect thereafter, unless either of the parties hereto shall give written notice to the other by certified mail, return receipt requested at least 60 days prior to the expiration of this agreement of an intention to terminate at the end of the original term or at the end of the then current year if extended. In the event of a failure to give timely notice of intention to renegotiate, all the terms and conditions of this agreement shall remain in full force and effect for an additional year, with the exception of the pay scale, which shall be automatically negotiated at the end of the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7<sup>th</sup> day of Dec. , 1994.

TEAMSTERS LOCAL UNION NO. 676

By: John J. Jackson  
John J. Jackson, ~~President~~ President  
11-23-94

Attest:

Vincent L. Buondonno  
Vincent L. Buondonno,  
Vice President

EVESHAM MUNICIPAL UTILITIES AUTHORITY

By: William J. Wibel  
, Chairman

Attest:

William J. Wibel  
, Secretary

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