

AGREEMENT
BETWEEN
PENNSAUKEN SEWERAGE AUTHORITY
AND
TEAMSTER'S LOCAL UNION NO. 676

EFFECTIVE DATES:

FEBRUARY 1, 2003
up to and including
JANUARY 31, 2006

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This Agreement made between the Pennsauken Sewerage Authority, hereinafter referred to as PSA or Employer, and Teamsters Local Union No. 676, hereinafter referred to as Union, is made in Pennsauken, New Jersey.

WITNESSETH

Whereas, the PSA and the Union recognize and declare that providing a quality Sanitary Sewerage Collection System for the Authority's Service Area is a mutual aim; and

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

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

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

ARTICLE I. GENERAL

Section 1. Exclusivity of Representation

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

Section 2. Agency Shop

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

1. The Union shall certify, in writing, that the Employee is not a dues paying member of the Union.
2. The Union shall certify, in writing, the percentage of said dues which, according to law, are to be deducted.

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

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

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

Section 3. Extra Contract Agreements

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

Section 4. Discrimination

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

Section 5. Blacklist

The Employer shall not establish or create a so-called "Blacklist", or in any way become a party to the establishing of such "Blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the Employer or other employers.

Section 6. Posting of Notices

The Employer agrees to the posting, within its business premises, of notices of Union meetings, etc.

Section 7. Wage Executions

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

Section 8. Access to Premises

Authorized agents of the Union shall have access to the Employer's premises at any time during working hours, upon notice being given to the Employer, for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the

Agreement is being adhered to. Authorized agents of the Union shall not interfere with the normal operation of the Employer.

Section 9. Inspection of Payroll Records

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

Section 10. Shop Stewards

- A. The Union shall have the right to designate or elect from Employees of the PSA a Shop Steward and an alternate whose duties and obligations shall be as directed by the Union.
- B. The Employer shall compensate the Shop Steward for reasonable time spent in handling and investigating grievances and attending grievance hearings. Time is to be computed at the applicable hourly rate for the Steward's job classification.

Section 11. Union Dues & Credit Union

- A. Union Dues: - Upon written authorization signed by the Employee, the Employer will withhold from that Employee's wages and pay over to the Union on a monthly basis an amount necessary to pay that Employee's monthly union dues.
- B. Credit Union: - The Employer agrees to make payroll deductions, for Teamsters Local 676 Federal Credit Union purposes, if the Employee has provided the Employer with a signed card so authorizing. Such deduction will only be remitted to the Credit Union once a month.
- C. Hold Harmless: - The Union agrees to hold harmless and indemnify the Employer from any liability of whatever nature for compliance with the above provisions of this Agreement, it being specifically recognized that the Employer has not investigated, researched or offered any opinions as to the lawfulness of any deductions requested by any Employee in accordance with the provisions set forth above.

Section 12. Sanitary Conditions

The Employer shall provide suitable sanitary conditions for Employees such as toilets and hot and cold running water and a shower.

Section 13. Safe Working Conditions

Under no circumstances will any Employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of a person or equipment. The term "dangerous conditions of work" does not relate to the type of material which is hauled or handled.

Section 14. Reporting Accidents

Any Employee involved in an accident shall immediately, or as soon as possible, report said accident on an accident report form provided by the Employer, to be signed by the Employer or authorized agent.

Section 15. Compensable Injuries

In the event that an Employee sustains an injury which is compensable under the worker's Compensation Act and which will prevent them from performing all work available to them at Employer's place of business, such Employee shall receive full pay from the Employer for the period up to such time their first check is received from the Worker's Compensation carrier, upon proper verification that the injury prevents the Employee from attending to his business for that period of time, and shall sustain no loss of pay for the balance of the day on which the Employee was injured. The Employer shall thereafter be under an affirmative obligation to apply for Workers' Compensation temporary disability benefits covering the time missed from work. The injured Employee shall submit to PSA the amount paid under Workers' Compensation temporary disability benefits for the time paid, at which time the days used (sick, vac, personal, etc.) shall be reinstated. Thereafter, the Employee shall keep the Workers' Compensation check.

Section 16. Management Rights

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

1. The executive management and administrative control of PSA and its properties and facilities. The management and control of its Employees by utilizing personnel in the most appropriate and efficient manner as from time to time may be determined by PSA.

2. The Employer shall determine work schedules subject to the specific terms of this Agreement and decide the number of Employees needed for any particular time.
3. Employer shall determine any different or improved procedures, techniques, equipment and machinery to be utilized in the management and operation of the PSA.
4. The Employer shall hire all Employees and, subject to the provisions of law, determine the qualifications and conditions of employment and work assignments and shall promote and transfer Employees in its discretion.
5. The Employer shall suspend, demote, discharge or take any other appropriate disciplinary action against any Employee for just cause according to law.
6. The Employer shall have the right to lay off Employees in the event of lack of work or lack of funds or under conditions where continuance of such work would be ineffective and/or non-productive.
7. The Employer reserves to itself the right to make all decisions deemed necessary and desirable for the efficient and effective operation of the PSA.
8. The exercise of the foregoing powers, rights, authority, duties and responsibility of the Employer, its adoption of policies, rules, regulations and practices for the furtherance thereof and the use of judgment and discretion by the Employer in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific express terms are in conformance with the Constitution and Laws of the State of New Jersey and the United States. Nothing contained herein shall be construed to deny or restrict the Employer as to any of its rights, responsibilities and authority under N.J.S.A. 40:14A-1 et. seq., or any other Federal, State or Local laws or regulations.

ARTICLE II. CLASSIFICATIONS COVERED

Section 1. Classifications Covered

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

CLASS I - MAINTENANCE MECHANIC

CLASS II - SENIOR MAINTENANCE OPERATOR

CLASS III - MAINTENANCE OPERATOR

BILLING COORDINATOR

ADMINISTRATIVE SECRETARY

ADMINISTRATIVE/ACCOUNTS/COLLECTIONS ASSISTANT
ACCOUNTS PAYABLE/COLLECTIONS CLERK
GENERAL CLERICAL/ACCOUNTS RECEIVABLE CLERK

The definitions, scope and classifications are attached as Exhibit "A" to this Agreement.

Section 2. Duties and Work Out of Classifications

- A. Duties - see job descriptions attached hereto as "Exhibit A" for specific duties of each classification.
- B. Work Out of Classification - the Employer may require Employees to perform work outside of their classifications from time to time. Nothing contained herein shall prohibit the Employer from assigning Employees to tasks outside of their classification or otherwise as may be deemed necessary for the proper operation and maintenance of the Employer's facility so long as they are assigned according to qualifications, to be determined at the sole discretion of PSA. In the event that Employees are equally qualified, assignment shall be offered by seniority. In the event that any non-management clerical Employee is requested to perform work generally and usually performed by management employees, such non-management clerical employees shall not be held responsible by the Employer for their performance in such work outside the classifications covered by this Agreement, except for acts of gross negligence or willful misconduct. This does not change or alter the responsibility of non-management clerical employees for work performed in positions outside of their title within the general responsibility of non-management Employees.

ARTICLE III. HIRING NEW EMPLOYEES AND SENIORITY

Section 1. Job Posting

The Employer agrees to post all job openings at least one (1) week in advance before hiring of new personnel in order to allow current Employees to bid for such opening. The senior employee so applying, if qualified, or reasonably equal, will be accepted for the position over a non-Employee.

Section 2. Probationary Period

Every new Employee shall be on a probationary period of ninety (90) days. During the probationary period, the Employee may be discharged without further recourse. In addition, all

new Employees shall be subject to an apprentice/training period. During the training period, a new Employee's wages will be as outlined in Article VII, Section 6.

Section 3. Seniority After Probationary Period

After the expiration of the probationary period, the Employee shall be placed on a regular seniority list, and the seniority date shall revert back to the first date of hire. In case of discharge within the probationary period, the Employer shall notify the Union. Every Employee hired by the Employer shall have thirty (30) days after their hire to become a member of Teamster's Local 676. This provision shall in no way affect the length of the probationary period and/or training period as above described.

Section 4. Layoff Period

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

Section 5. Notification of Recall

The Employer, when recalling laid off Employees, shall send a telegram or registered or certified letter to the Employee's last known address (as indicated on the Employee's record) and the Employee shall have seven (7) days to respond to such recall notice from the date of receipt or return, whichever later. After the Employee has notified the Employer that they will return to work, the Employee shall have one (1) week to adjust any other personal matters he may have. If the Employee fails to report within the one (1) week period, they shall lose all seniority rights under the contract, meaning discharge from employment.

Section 6. Loss of Seniority and Job

- A. Reasons for Loss of Seniority and Job - Seniority shall be broken and the name removed from the seniority list for any of the following reasons: Discharge for just cause, voluntary quit, lay-off for one (1) year or more, failure to respond to notice of recall, unauthorized leave of absence.
- B. Protection in the Event of Illness or Injury - Any Employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining their place on the seniority list.

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

Section 7. Part Time Employment

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

Section 8. Driver's License

All Operations Employees must have a valid commercial driver's license with an "N" endorsement as a condition of their employment by the PSA. In the event that the driving privilege of any such Employee is suspended within the State of New Jersey during the term of that Employee's employment with PSA, the following rules shall apply:

A. For the first time suspension of not more than six (6) months, the PSA shall attempt to continue the employment of the Employee in a non-driving position. However, the parties to this Agreement recognize that it may not always be possible to place an Employee in a non-driving position and that the obligation to do so shall be exercised in the sole discretion of the PSA, giving due regard to the PSA's manpower. If in the exercise of that discretion, the PSA is unable to place the Employee in a non-driving position, at any time during the period of suspension, then the Employee shall be laid off until the Employee's driving privilege is reinstated.

B. In the event that an Operations Employee has his driving privileges suspended for more than six (6) months or for a second or more times, then the PSA shall, at its discretion, discharge the Employee. For the purpose of this Section, the words "first," "second," etc. shall mean drivers license suspensions which occurred while in the employment of the PSA.

ARTICLE IV. GRIEVANCE MACHINERY

Section 1. All Grievances Covered

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

Section 2. Filing Written Grievances

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

Section 3. Grievance Procedure

First Step In the case of any such grievance or dispute, the Union Steward shall take the matter up with the Employer's representative and every effort shall be made to reach a mutually satisfactory solution. The Union Steward shall be present at all times when an Employee has a grievance with the Employer's representative. The Employee may also request to be present.

Second Step If no solution can be reached, the Union Steward shall refer the matter to the Business Agent, in writing, and the Business Agent shall take the matter up with the Employer in an endeavor to adjust in an amicable manner. The Employee or Union Steward shall be responsible for filing with the Executive Director of the Employer a written statement of the grievance and relief requested. The grievance and scope of relief may not be changed.

Third Step If the Business Agent of the Union and the Employer or Employer's representative cannot reach a satisfactory agreement, then the grievance will be submitted to a designated arbitrator mutually agreed upon by both parties. If the parties cannot agree upon an arbitrator, then the matter shall be submitted to the American Arbitration Association for the selection of an arbitrator. The arbitrator shall render a binding decision within twenty-four (24) days after the closing of the hearing. The fee of the arbitrator shall be borne equally by the Union and the Employer. The Union and/or the Employer may request an extension on the time limits and with mutual agreement it shall be granted.

ARTICLE V. DISCHARGE OR SUSPENSION

Section 1. Cause for Dismissal or Suspension

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

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

Section 2. Notice to Union

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

ARTICLE VI. TERMINATION OF EMPLOYMENT

Upon final termination, the Employer shall pay all monies due to Employee including earned vacation and subject to the provisions herein, accrued sick days.

ARTICLE VII. WAGES AND HOURS

Section 1. General

The Union agrees that the Employer shall be entitled to a “day’s work for a day’s pay.” The regular work week of the Employee shall consist of five (5) days of eight (8) hours each day inclusive of the meal period Monday through Friday.

Section 2. Pay Period

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

Section 3. Pay Day

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

Section 4. Statement of Earnings

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

Section 5. Finished Day’s Work

When an Employee has completed a day’s work and has left the Employer’s premises, they shall be off duty. In the event that an Employee is recalled to work, they shall be compensated at one and one half (1½) times their applicable hourly rate of pay, with a guarantee of three (3) hours at the aforesaid one and one half (1½) times the hourly rate for Monday through Saturday. If an Employee covered under this Agreement is recalled to work on Sunday

they shall received two (2) times the base hourly rate with a guarantee of at least three (3) hours. Notwithstanding the foregoing, in the event an Employee does not work forty (40) hours straight time during any one week, they shall not be entitled to a premium if they are recalled to work within the off duty period. In other words, the employee shall receive only straight time and not time and one half (1½) times their hourly rate of pay in the event that they have not or do not work forty (40) hours on straight time during the same weekly pay period. For the purpose of this paragraph, an Employee shall be credited as though they had worked, if they are absent from work during a holiday, vacation day, comp day, sick day or an authorized personal day of absence. For the purposes of this paragraph, the Employee shall be credited for absence from work for illness so long as the Employee maintains the 15-day minimum required under Article XI, Section 4.

Section 6. Hourly Rates

A. During the apprentice/training period to be served by all new Employees pursuant to Article III, Section 2, Employees shall be paid at the rate of 75% of base pay per hour for the first four (4) months of employment, 85% of base pay per hour for the second four (4) months of employment and 95% of base pay per hour for the third four (4) months of employment after which time such Employee shall be paid in accordance with the then prevailing wage per their classification pursuant to this contract.

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

	<u>2/1/03</u>	<u>2/1/04</u>	<u>2/1/05</u>
Class I	20.72	21.55	22.41
Class II	20.33	21.14	21.99
Class III	19.80	20.59	21.41
Billing Coordinator	19.07	19.84	20.63
Administrative Secretary	17.43	N/A	N/A
Accounts Payable/Collections Clerk	16.55	N/A	N/A
Admin/Accounts/Collections Ass't	N/A	18.13	18.86
Accounts Rec/General Clerk	15.20	15.81	16.44

Section 7. Longevity

A. In addition to salaries, Employees who were hired before June 6, 2003, shall receive longevity as follows:

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

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

C. An employee shall be eligible for the appropriate amount of longevity so long as they begin the appropriate year of service at some time during the calendar year it is paid. **Example:** Any Employee hired during the period of 1/1/86 to 12/31/86 would be eligible for longevity as of 11/1/90.

D. Longevity currently included in an Employee's salary shall not be affected.

Section 8. Severance Pay Upon Retirement

An employee shall be entitled to two (2) weeks pay, at their then applicable rate, upon retirement from PSA provided they have achieved twenty-five (25) years of service with the Authority.

Section 9. Shift Differential

Any second shift Operations Employee shall receive an additional \$.30 per hour during the regular forty (40) hours worked on the second shift. The additional compensation called for in this section shall not be paid for periods over and beyond the forty (40) hour regular work week and shall not be used in computing the hourly rate for overtime.

Section 10. On Call

There will be an on call Operations Employee during the hours of 11:00 p.m. to 7:00 a.m., on Monday through Friday and twenty-four (24) hours on Saturday and Sunday. The on call Employees will cover these hours for seven (7) consecutive days each week beginning on Monday. The on call Employee will receive compensation in the amount of \$468.00 during the first year of this contract, \$487.00 during the second year of this contract and \$506.00 during the last year of this contract, by separate check, for all of the hours covered above. When a paid holiday occurs during the on call week, the Employee will receive a day off for the 7:00 a.m. to

3:00 p.m. shift. This day is to be taken within a three (3) month period to be used as a single day and may be used in conjunction with other days, such as vacation or personal days. The day scheduled must be approved by the Superintendent. The on call Employee will receive a one time three (3) hour regular overtime pay for the 3:00 p.m. to 11:00 p.m. shift only, if they are called out during this shift.

ARTICLE VIII. LIFE, DISABILITY & HEALTH INSURANCE

Section 1. PERS

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

Section 2. Hospitalization and Prescription Plan

All Employees covered under this Agreement shall be provided with hospitalization and prescription coverage under New Jersey State Health Benefits Plan or equal. Each Employee to whom such coverage is provided shall pay a portion of the premiums for the coverage as follows: 2.25% for the period between the execution of this Agreement and December 31, 2003; 2.25% in 2004; and 2.5% for the remainder of this Agreement. The Employer has the right to change insurance carriers or institute a self-insurance program so long as the same or better benefits are provided, after written notification to the Union. In addition, after notification to the Union, the Employer reserves the right to institute programs of pre-certification and case management so long as the level and scope of benefits set forth in this section are not affected.

Section 3. Hospitalization Upon Retirement

The Employer shall continue to provide the benefit provided in Section 2 above to any Employee who has retired and is at least sixty two (62) years of age and has at least twenty-five (25) years of service with the Employer. The benefit provided by the Employer will be equal to the benefit provided to the Employee at the time of retirement. When a qualified retiree becomes Medicare-eligible, the Employer will be responsible to provide only supplemental health insurance. The Employer's responsibility for health care benefits under this section will terminate upon the death of the Employee.

Section 4. Dental

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

Section 5. Vision Plan

All Employees covered under this Agreement shall be provided and covered at the Employer's cost with the Vision Service Plan.

Section 6. New Jersey State Employee Disability Plan

All Employees covered under this Agreement shall be enrolled in the New Jersey State Employee Disability Plan. In addition each Employee shall be covered, at the Employer's expense, by a long-term disability plan to commence on the 26th week of disability leave.

Section 7. Life Insurance

All Employees covered under this Agreement shall be entitled to a \$15,000.00 life insurance policy provided at the Employer's expense.

ARTICLE IX. CLOTHING

Section 1. Uniforms

All Operations Employees covered by this Agreement shall be required to attend to their job duties dressed in appropriate uniforms provided by the Employer. If an Employee reports for duty out of uniform, he shall be required to return home to obtain the uniform and shall not be paid for that period of time consumed in this activity. The Employer shall provide, once every two (2) year period, the following: seven (7) pairs of pants, seven (7) shirts, six (6) T-shirts, one (1) light weight jacket, one (1) parka style jacket or insulated coverall.

Section 2. Safety Shoes

The Employer shall arrange for safety shoes to be provided for purchase by its Operations Employees. Each Employee will be provided a once yearly \$135.00 allowance for the purchase of said safety shoes. This allowance will be paid to the provider and seller of such shoes as selected by the Authority, or paid to the Employees as reimbursement provided that the Employee produces a paid receipt and allows the Employer to inspect the shoes. An Employee may select safety shoes for a cost in excess of \$135.00, however, the difference in cost shall be borne by the Employee. All Operations Employees shall be required to wear safety shoes at all times. In the event that an Employee reports to work without his safety shoes, he shall be required to return home to obtain their safety shoes and shall not be paid for the time used in this activity.

ARTICLE X. EDUCATION AND LICENSE INCENTIVE

Section 1. Education and Development

The Employer will require, as a condition of employment, that all Operations Employees will have taken and successfully completed an approved Waste Water Course that will include collection systems. New Employees will have a three (3) year period to successfully complete the course. The Employee will not be required to take the State licensing test. The Employer is committed to the continuing education and professional development of all its Employees. An Employee who obtains prior approval from the Employer to take courses which are related to employment requirements and who successfully completes any such course shall be reimbursed

for tuition and course materials required by the Employer. No Employee shall be eligible for reimbursement unless the Employee has first gained the permission of the Employer to attend the class. The Employer shall pay for all tuition, books and registration fees for all courses taken by Employees which are approved in advance by the Employer. These courses shall be taken, whenever practicable, in the evening hours or on weekends so as not to conflict with regular working schedules. In the event that a certain course can only be taken during the regular working day, and the Employer agrees that the Employee should take the course, then the Employee and the Employer shall attempt to rearrange the working schedule of the Employee so that he may still work a full work week. Whenever an Employee receives approval to attend a seminar conducted during the work day, he shall receive his normal compensation. An Employee shall not be compensated for any time spent in taking courses or in study for preparation for course work. The Employer, however, shall compensate the Employee for any time spent in taking examination for licenses, if those examinations are offered only during the regular work day and in addition, only if the Employee passes the examination. If the Employee prefers to take an examination during the work day which is offered at night or fails an examination taken during the day, the Employee shall not be compensated for that time. Any Employee who takes any course related to their employment shall submit to the Employer satisfactory evidence of his completion of the course requirements. In the event that an Employee fails to provide such notification or evidence, then he shall not be eligible for reimbursement and shall pay back to the Employer any and all such sums previously advanced by the Employer for such course work.

Section 2. License/Bonus Program

PSA recognizes a benefit of the continuous improvement in the professional skills and knowledge of its Operations Employees. The desire is to encourage Employees to obtain a collection system license. Any Employee who obtains a collection system license shall be paid by separate check to the Employee during the first week of December of each year and in the event that an Employee obtains a license within that calendar year, the amount shall be pro-rated from the time of obtaining the license. In the event that the Employee voluntarily leaves his employment prior to the end of any fiscal year, he shall not be eligible to participate in the year-end license bonus. In the event that an Employee holds more than one license, he shall be paid a bonus based upon the highest license held only. The bonus to be paid on an annual basis shall be \$700.00 per year for a C1 License and an additional \$200.00 for each additional license obtained above a C1.

ARTICLE XI. TIME OFF

Section 1. Vacations

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

1 year - 5 days

2 years - 10 days

5 years - 15 days

11th year - 16 days

12th year - 17 days

13th year - 18 days

14th year - 19 days

15th year - 20 days

20th year - 22 days

25th year - 25 days

Subsequent to the 25th year, an Employee shall earn one (1) additional day of vacation for each year worked up to a maximum of thirty (30) days.

- B. Vacation Pay - Each full week of vacation pay shall consist of forty (40) hours of straight pay. Vacation pay shall be paid to the eligible Employee before they start their vacation period.
- C. Scheduling - The Employer shall have the right to schedule the number of Employees who shall receive vacations at a particular time, according to their seniority. Vacation requests shall be submitted to the Employer on or before April 1 of each calendar year. The vacation period of each qualified Employee shall be set with due regard to the desire and preference of the Employees and their seniority. The Executive Director shall notify all Employees within five (5) working days as to the acceptance or rejection of any vacation requests. An Employee may elect to sellback or carryover into the next year a maximum of one week vacation time.
- D. Holiday During - If an Employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the Employee shall receive an additional day's vacation or a day's pay.
- E. Forfeiture - An Employee who is discharged for cause or who resigns without giving two (2) weeks written notice of their intent to resign shall not be eligible for

proportionate vacation pay earned by them since the beginning of that credit year. Employees who resign and who have given two (2) weeks notice to the Employer of such intent or who are laid off, or who are released by the Employer for other reasons than discharge for cause, shall be eligible for proportionate vacation pay earned to date during that credit year on the basis of one twelfth (1/12) of their normal vacation to which they would have been entitled the following February 1st for each calendar month worked.

Section 2. Holidays

A. Holidays Recognized - The parties recognize the following holidays:

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

B. Personal Holiday - In addition to the above listed holidays, each Employee shall have the right to take four (4) personal holidays on a day of their choosing. The Employee shall make every effort to give as much notice to the Employer as is possible of the date they intend to take their personal holiday and shall in no event give the Employer less than a full two (2) days prior notice. The Employer shall make every effort to afford personal holidays on the date of an Employee's choosing, however, the parties recognize that continued proper operation of the Employer's business and facilities is of paramount importance and due regard shall be given to the Superintendent's or Office Manager's discretion regarding same.

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

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

Section 3. Holiday Pay

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

Section 4. Sick Leave

- A. All Employees shall receive, after completion of their probationary period, one and one quarter days sick leave per month credit for each month of service to be accumulated from year to year, with accumulation of sick time permitted to a maximum of seventy (70) days. An employee not utilizing any sick leave for a four month period shall earn an additional days sick leave. An Employee shall be entitled to sell-back accumulated sick leave at the rate of one hundred percent (100%). The requests for sell-back must be made by October 1, and will be paid on the first pay day in November of each year. In addition, an Employee must retain a minimum of fifteen (15) days of sick leave except upon termination. If Employees are off more than three (3) consecutive days they must bring a doctor's certificate. If the Employer feels that an Employee is abusing their sick leave, then the Employer may request a doctor's certificate if that Employee is off sick less than three days. Employees shall be permitted to use up to three (3) of their credited sick days per year to care for a sick spouse or child who reside in the Employee's home.
- B. Sick Call - If Employees cannot report to work, they are to call one (1) hour prior to their starting time.

Section 5. Leave of Absence

- A. Personal Leave of Absence - An Employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods.
- B. No Gainful Employment - During the personal leave of absence, the Employee shall not engage in gainful employment of any industry. Failure to comply with this provision shall result in the complete loss of job and seniority rights for the Employee involved.
- C. No Loss of Seniority - Inability to work because of proven illness or injury shall not result in the loss of seniority rights.

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

Section 6. Military Service

- A. Active Military Service - In the event that any regular Employee volunteers for or is called to active military service in the Armed Forces of the United States, such Employee shall not, during the period of such service, lose their seniority rights as herein provided. Upon their discharge from such service, they shall be offered their former position, or one of like status, provided they:
1. Receive a certificate of honorable discharge;
 2. Is still qualified to perform the duties of their position, and;
 3. Applied for reinstatement within ninety (90) days after such discharge.
- Employees shall receive a written leave of absence from the Employer when leaving to enter into the military forces.
- B. Summer Encampment - In the event any Employee covered by this Agreement, who is a reserve in the Armed Forces of the United States, is required to go away on maneuvers or summer encampment, for a temporary period, the Employer agrees to supplement their military pay with an amount sufficient to equal their regular forty (40) hour weekly earnings at the straight time rate for their job classification. This shall be limited to ninety (90) calendar days.

Section 7. Jury Duty

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

Section 8. Death in Family

In the case of death in the Employee's family, the Employer shall grant such Employee effected, on the day of death, the following time off with pay at the regular straight time pay rate in accordance with the following schedule: for the death of spouse, mother, father, child or grandchild, five (5) working days leave; for the death of a brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew, aunt or uncle, three (3) working days leave. The paid time off is to compensate the Employee for any time lost Monday through Sunday because of such death. Specifically, they must submit a death certificate as proof of such death to the Employer. All Employees must be on the seniority list for a period of three (3) months before this provision becomes effective as to that Employee.

ARTICLE XII. BAN ON STRIKES

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

ARTICLE XIII. HIGHER CLASSIFICATION

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

ARTICLE XIV. DISCIPLINARY ACTION

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

1. Possession or use on the Employer's property of intoxicating liquors, narcotics or other controlled substances for which you do not have a prescription or reporting for work under the influence of any of these substances;
2. Theft or unauthorized or willful destruction of Employer's property;
3. Fighting with, threatening, intimidating other Employees;
4. Walking off the job in defiance of orders;
5. Unauthorized removal, copying, or divulgence of confidential information;
6. Falsification of records, including information on employment application and time cards;
7. Insubordination;
8. Possession of weapons or firearms on the Employer's property.

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

1. Sleeping while on duty;
2. Failure to report to work without a bona fide reason;

3. Leaving the work station without being properly relieved or receiving permission or notifying the supervisor;
4. Willfully interfering with the work performance of other Employees;
5. Unsatisfactory work performance;
6. Disorderly conduct.

ARTICLE XV. AGREEMENT APPLICABLE TO ALL PLACES OF WORK

The parties to this Agreement recognize that the Employer is obligated pursuant to contract to provide certain services to and within other municipalities than the Township of Pennsauken. The provisions of this contract are complete as to the terms and conditions of employment for those Employees covered hereunder. It shall specifically apply and there shall be no additional compensation or other consideration given to Employees who are required to work outside of the Township of Pennsauken.

ARTICLE XVI. SAVINGS AND SEVERABILITY CLAUSE

The parties to this Agreement believe it complies with the applicable laws of the State of New Jersey. Accordingly, it is agreed that nothing contained in this Agreement shall require Union or Employer to do anything which violates the law. The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under, or in contravention of any federal or State Law, shall be null and void, but in such event that remaining clauses shall continue in full force and effect for the term of this Agreement, and any renewal thereof. The parties agree, in good faith, to attempt to replace any such null and void clause with a clause which conforms with the law. The parties further agree that if, during the term of this Agreement, or an renewal thereof, any such null and void clause shall become legal or permissible by legislative enactment, a subsequent decision of the Court or otherwise, such null and void clause shall again become part of this Agreement. A disagreement shall be submitted to the grievance procedure.

ARTICLE XVII. BINDING EFFECT

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

ARTICLE XVIII. TERM OF AGREEMENT

This Agreement shall be in effect in full force and effect from the first day of February 2003 and shall remain in effect until and including the thirty-first day of January 2006.

ARTICLE XIX. RETROACTIVITY

This Agreement, including all economic and noneconomic terms (except the premium payment provision of Article VIII, Section 2), applies retroactively to February 1, 2003.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on this 17 day of June, 2003.

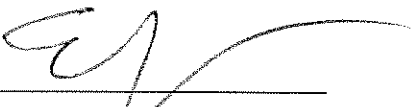
Teamster's Local Union 676

By: 

WITNESS: _____

Pennsauken Sewerage Authority

By: 

ATTEST: 

Edward J. McBride, Jr., Solicitor

Edward Grochowski, Vice Chairman

JOB DESCRIPTION

CLASS I - MAINTENANCE MECHANIC

The Maintenance Mechanic is responsible for the general maintenance of all PSA vehicles, equipment and facilities. These responsibilities include but are not limited to the following: performing regular preventive maintenance on all PSA vehicles and equipment and performing minor repairs on vehicles, equipment and facilities. The Maintenance Mechanic will also effect minor repairs to the sanitary sewage collection system. The Maintenance Mechanic will have direct responsibility of the tool room and its contents. In addition to the duties specified above, the Maintenance Mechanic will perform other duties as assigned.

JOB DESCRIPTION

CLASS II - SENIOR MAINTENANCE OPERATOR

Responsible for performing the day to day maintenance on the sanitary sewage collection system. These responsibilities include, but are not limited to the following: All the responsibilities of a Class III Maintenance Operator. The Senior Maintenance Operator will operate the factor, jetter, rodder and TV Inspection Equipment, as well as any other maintenance equipment owned by the Authority. Under the direction of the Maintenance Mechanic the Senior Maintenance Operator will make minor repairs to Authority vehicles and equipment; diagnose problems with Authority vehicles and equipment; locate and raise manholes, which may be buried; be familiar with the operation of the Authority's portable emergency generator; and operate the Authority's snowplow equipment. In addition to the duties specified above, the Senior Maintenance Operator will perform other related duties as assigned.

An employee promoted to this position will serve a ninety (90) day probationary period during which time he will show his ability to perform the duties required in this new position.

JOB DESCRIPTION

CLASS III - MAINTENANCE OPERATOR

The Maintenance Operator is responsible for performing the day to day maintenance on the sanitary sewerage collection system. These responsibilities include but are not limited to the following: responding to a rate payer's request for service; maintaining pump stations; cleaning bar screens; checking float wells, float switches, and bubbler systems; lubricating all equipment and packing pumps as needed; performing all general maintenance on all sewer lines; and removing stoppages as they occur. The Maintenance Operator will operate the vactor, jetter, rodder, TV inspection equipment, as well as any other line maintenance equipment. The Maintenance Operator will report any unusual conditions, safety hazards, or needs for repair or replacement to PSA management. The Maintenance Operator will perform maintenance of PSA buildings, structures and facilities as needed. This maintenance will include grass cutting, painting and minor repairs. The Maintenance Operator will effect minor repairs to the sewer collection system as directed. In addition to the duties specified above, the Maintenance Operator will perform other related duties as assigned.

JOB DESCRIPTION
BILLING COORDINATOR

The Billing Coordinator is responsible for the proper billing of all units in the Pennsauken Sewerage Authority's service area. These responsibilities include, but are limited to, the following: properly bills residential, commercial and parts of Cherry Hill accounts; maintains accurate information of accounts to insure proper billing; handles calls from title companies; handles inhouse inspection reports for new connections and verifying number of units in a dwelling; activates permits after certificate of occupancy is received and reviews permit book monthly; handles tax sale accounts usually held in June and December; reconciles payroll account monthly; has full knowledge of computer system; and maintains reports of asset account. In addition to the duties listed above the Billing Coordinator works on special projects where needed and is trained in all other areas to fill in when necessary.

JOB DESCRIPTION

ADMINISTRATIVE SECRETARY

The Administrative Secretary is responsible for all secretarial services of the Authority. These duties included, but are not limited to, the following: types all documents; maintains filing system of documents; prepares monthly meeting packets, agenda, supervisors reports, resolutions and minutes; handles worker's compensation and disability claims; handles all health benefits; prepares weekly payroll, biweekly taxes, monthly taxes/deduction payments, quarterly reports, and year end reports; issues purchase orders and matches them with invoices; prepares weekly voucher packages; assists Executive Director with commercial permit applications, developers' escrow accounts, and communications with applicant and engineer; assists Maintenance Supervisor with safety program; reconciles general checking account monthly; and has full knowledge of computer system. In addition to the duties listed above the Administrative Secretary works on special projects when needed and is trained in another areas to fill in when necessary.

JOB DESCRIPTION

ACCOUNTS PAYABLE/COLLECTIONS CLERK

The Accounts Payable/Collections Clerk is responsible for the payables and collections of the Authority. These duties include, but are not limited to, the following: enters purchase orders and voucher packets; prepares general account checks; relays information regarding assets and developers escrow accounts to proper department; coordinates the collections program according to PSA policies; prepares monthly delinquent notices for past due accounts and monthly water shut-off notices; communicates information with MPWC and NJAW on water shut off day; maintains bankruptcy and vacant property lists; completes bankruptcy forms and forwards to Solicitor for filing; sets up installment plan at customer's request; and maintains daily cash log. In addition to the duties listed above the Accounts Payable/Collections Clerk works on special projects when needed and is trained in all other areas to fill in when necessary.

JOB DESCRIPTION

GENERAL CLERICAL/ACCOUNTS RECEIVABLE CLERK

The General Clerical/Accounts Receivable Clerk is responsible for the daily receivables of the Authority. These duties include, but are not limited to, the following: opens all mail and distributes to proper department; extracts mail from envelopes and posts to proper account; makes daily deposit; waits on customers at the counter and handles customers phone calls; keeps counter organized; maintains log on bad checks; answers incoming phone calls and directs to proper department or takes message obtaining as much information as possible; dispatches service calls to maintenance crew; reviews delinquent commercial accounts; sends form letters and communicates problem areas to Treasurer; sends introduction letter to all new homeowners; and provides information for tax searches. In addition to the duties listed above the General Clerical/Accounts Receivable Clerk works on special projects when needed and is trained in other areas to fill in when necessary.

JOB DESCRIPTION

ADMINISTRATIVE/ACCOUNTS/COLLECTIONS ASSISTANT

The administrative duties of this position include, but are not limited to, the following: types all documents; maintains filing system of documents; prepares monthly meeting packets, agenda, supervisors reports, resolutions and minutes; handles worker's compensation and disability claims; handles all health benefits; prepares weekly payroll, biweekly taxes, monthly taxes/deduction payments, quarterly reports, and year end reports; issues purchase orders and matches them with invoices; prepares weekly voucher packages; assists Executive Director with commercial permit applications, developers' escrow accounts, and communications with applicant and engineer; assists Maintenance Supervisor with safety program; reconciles general checking account monthly; and has full knowledge of computer system.

The accounts and collections duties of this position include, but are not limited to, the following: enters purchase orders and voucher packets; prepares general account checks; relays information regarding assets and developers escrow accounts to proper department; coordinates the collections program according to PSA policies; prepares monthly delinquent notices for past due accounts and monthly water shut-off notices; communicates information with MPWC and NJAW on water shut off day; maintains bankruptcy and vacant property lists; completes bankruptcy forms and forwards to Solicitor for filing; sets up installment plan at customer's request; and maintains daily cash log.

In addition to the duties listed above, the Administrative/Accounts/Collections Assistant works on special projects when needed and is trained in all other areas to fill in when necessary.