

original signed contract
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A G R E E M E N T

between

TEAMSTERS LOCAL UNION NO. 676

and

THE LANDIS SEWERAGE AUTHORITY
VINELAND , NEW JERSEY

Effective Dates:

January 1, 1992
up to and including
December 31, 1994

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INTRODUCTION

THIS AGREEMENT, made by and between THE LANDIS SEWERAGE AUTHORITY (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO, 676, affiliated with the international Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

MANAGEMENT RIGHTS

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

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

2. The Employer shall determine work schedules and shifts, decide the number of employees needed for any particular time. In its discretion, the Employer will offer weekend and shift employees the opportunity to change shifts or work schedules when another position becomes available and that employee requesting a change is determined qualified for that position, or when a new employee is hired in that employee's classification. Seniority shall apply in such a situation.

3. The Employer shall determine any different or improved procedures, techniques, equipment and machinery to be utilized in the management and operation of the Employer.

4. The Employer shall hire all employees and subject to the provisions of the law, shall determine the qualifications and conditions of continued employment, or assignment, and shall promote and transfer employees.

5. The Employer shall suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.

6. The Employer shall have the right to lay off employees in the event of lack of work or lack of funds or under conditions where continuance of such work would be inefficient and/or non-productive.

7. The Employer shall reserve the right to itself with regard to all other conditions of employment not so reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Employer.

8. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the 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 and express terms hereof are in conformance with the

Constitution and laws of the State of New Jersey and of the United States.

9. Nothing contained herein shall be construed to deny or restrict the Authority of any of its rights, responsibilities, and authority under N.J.S.A. 40:14B-1 et seq., or any other National, State or Local Laws or Regulations.

RULES AND REGULATIONS

1. The Employer has the right to establish reasonable and necessary rules and regulations governing the work and conduct of its employees.

2. These rules and regulations shall be applied equitably to all employees and a copy of such rules shall be provided at all times to the Union, effective within thirty (30) days.

3. Thirty (30) days prior to the effective date of any new rule and regulation or any changes in such rules and regulations shall be provided immediately to the Union and posted in a conspicuous place by the Employer.

Employer ARTICLE 1

RECOGNITION

The Employer recognizes and acknowledges that Teamsters Local Union No. 676, is the exclusive representative of the employees in the classifications of work covered by this Agreement, for the purpose of collective bargaining as may be provided by Chapter 303 of Laws of 1968, State of New Jersey.

ARTICLE 2

OPERATIONS COVERED

Section 1

The execution of this Agreement on the part of the Employer shall cover all operations of the employer and shall have application to the work performed within the classifications defined and set forth within the classifications defined and set forth in this Agreement or any Supplements hereto.

Section 2

Classifications Covered

This Agreement shall cover and govern the following classifications:

- A. Senior Sewerage System Employees
- B. Sewerage System Employees
- C. Security Employees

ARTICLE 3

UNION SECURITY - DEDUCTIONS FROM SALARY

Section 1

Employees have the right to join, not join, maintain or cancel membership in the Union at any time. Neither the Employer nor the Union shall exercise any pressure upon, or discriminate against, any employee to influence the employee to join or not join the Union.

Section 2

The Union is required to represent all employees in the bargaining unit fairly and equally.

Section 3

The Employer shall deduct regular monthly dues from the pay of any Union member covered by this Agreement upon receipt of individual written authorization cards executed by an employee and

bearing his signature. The Employer shall remit to the Union all deductions prior to the end of the month from which the deduction is made.

Section 4

(a) In accordance with the New Jersey Employer Employee Relations Act, Sec. 34:13A-5.5(b), upon receipt of proper individual authorization cards, the Employer agrees to deduct from the salary of employees who are not members of the Union an amount equal to 85 percent (85%) of the regular membership dues, fees and assessments as a representation fee. For present employees, such payments shall commence on the thirtieth day following July 1, 1980, or on the thirtieth day following the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the latter; for new employees, the payment shall start thirty (30) days following the commencement of employment. The Employer shall remit to the Union all such deductions prior to the end of the month for which such deductions are made.

(b) Any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Union & return of any part of the fee which represents the employee's

additional pro-rate share of the Union's expenditures in and of activities or causes of the partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any benefits available only to Union members. The pro-rata share subject to refund shall not reflect the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, or other conditions of employment in addition to those secured through collective bargaining with the Employer.

- (c) An employee requesting a partial refund of the representation fee shall notify the Union by certified or registered mail during the period between September 1 and September 30 of each Year. Such notice shall specify the type of expenditure to which the employee objects. The approximate proportion of the representation fee spent by the Union for such purposes shall be determined annually after each fiscal year of the Union by the Union's Secretary-Treasurer. Rebate of the pro-rated portion of

the employee's representation fee corresponding to such proportion shall thereafter be made to each individual who has timely filed a notice of objection.

(d) If an objector is dissatisfied with the proportional allocation that has been determined on the ground that does not accurately reflect the expenditure of the Union in the defined area, the objector may appeal to the Local Union Executive Board within thirty (30) days following receipt of the rebate. The Executive Board must act on this appeal within thirty (30) days.

(e) If an objector is dissatisfied with the Local Union Executive Board's determination, the objector may appeal to a panel appointed by the Governor pursuant to Sec. 34:13A-5.6 In this proceeding, the Union shall bear the burden of proof in demonstrating the accuracy of its computations.

ARTICLE 4

HIRING NEW EMPLOYEES

Section 1

The Employer shall notify the Union when any new employees are to be hired. The Union shall have the right to send applicants for the job or jobs, and the Employer agrees to interview such applicants, and give the same interview

consideration to the Union sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring applicants from other sources.

ARTICLE 4

Section 2 During the probationary period of ninety (90) days, the employee may be discharged without further recourse, provided that the Employer may not discharge or discipline for the purpose of evading this Agreement, or discriminating against Union members.

Section 3 After the probationary period, the employee shall be placed on the regular seniority list, and his seniority date shall revert back to his first day of hire. In case of discharge within the probationary period, the Employer shall notify the Union.

Section 4 Credit Union

The Employer agrees to make payroll deductions for Teamsters Local No. 676 Federal Credit Union purposes if the employee has provided the Employer with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

Section 5

DRIVE

The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the amount deducted from the employee's paycheck.

ARTICLE 5

NOTIFICATION AND DUES

The Employer shall immediately, upon employment, notify the Shop Steward or the Union if there is no Shop Steward, in writing of any new employee hired in the job classifications covered by this Agreement. The Employer agrees to notify the Union regarding any employee who has been employed for more than ninety (90) days who has failed to tender the initiation fees, periodic dues or representation fees provided for in Article 3, Section 3 of this Agreement. The Employer may not discharge or

discipline an employee for the purpose of evading this Agreement.

ARTICLE 6

WORK PERFORMED BY COVERED EMPLOYEES ONLY

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 representatives, such as managers, dispatchers, supervisors, foremen, etc. Work by Supervisory Plant personnel and independent contractors as presently utilized shall be permitted, anything to the contrary in this paragraph notwithstanding. The same shall not be utilized by the Employer as a subterfuge to deprive the employee of his regular employment.

ARTICLE 7

BLACKLIST

The Employer shall not establish or create a so-called "Blacklist," nor in any way become a party to the establishing of such a "Blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the Employer or other employers.

ARTICLE 8

SHOP STEWARDS

Section 1

The Employer recognizes the right of the Union to designate Shop stewards and alternates from the

Employer's seniority list. The authority of Shop stewards and alternates 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 Employer or the Employer's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
- (2) The transmission of such messages and information which shall originate with and are authorized by the Local Union; or its officers provided such messages and information:
 - (a) have been reduced to writing; or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Shop Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by law and by official action of the Union. The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts.

The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow-downs, or work stoppage in violation of this Agreement.

Section 2 Orders and Decisions Not to be Made

Shop Stewards or alternates shall not give orders to employees nor countermand orders of management. Further, they shall not be sole judge in determining whether a piece of equipment is unsafe. However, the Business Agent shall have the right to investigate and determine, along with management, disputes regarding unsafe equipment.

Section 3 Investigation of Grievances by Shop Steward

Shop Stewards, when directed by the Union, shall be permitted to investigate, present and process grievances on the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 4 Pay for Time

Whenever the Shop Steward is required to attend any grievance hearings, attended by representatives of the Employer and the Union, he shall be compensated by the Employer for all lost earning opportunities

or time lost. When a Business Agent and Employer agree to a meeting to be attended by the Shop Steward, the Steward shall be compensated by the Employer for all lost earning opportunities or time lost. Time lost shall be construed to mean that the Shop Steward shall be paid for all time spent while negotiating grievances with the Employer, during the employees regular working hours not in excess of eight (8) hours per day. Time is to be computed at the applicable hourly rate for the Steward's job classification.

ARTICLE 9

ABSENCE

Section 1

Personal Leave of Absence

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods. Permission for extension must be secured from both the Union and the Employer.

Section 2

During the personal leave of absence, the employee shall not engage in gainful employment of any industry. Failure to comply with the provision shall result in the complete loss of job and seniority rights for the employee(s) involved.

Section 3 Seniority

Inability to work because of proven illness or injury shall not result in the loss of seniority rights.

Section 4 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 5 Seniority

After an employee has worked for an Employer for at least ninety (90) days, an employee shall gain seniority status and his seniority date on the seniority list shall revert to the first day of his ninety (90) day qualification period. No Employer shall be permitted to deprive a qualified employee of the right to gain seniority status by any subterfuge or by any refusal to hire such qualified employee when work is available. This paragraph shall not preclude the operation of Article 6.

ARTICLE 10 SENIORITY PRINCIPLE

Section 1 Lay-Off and Recall

Should it become necessary to lay employees off because of lack of business, the Employer shall resort to seniority, as long as the employee is qualified to do remaining work, which means the last employee hired shall be the first employee laid of

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 2

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 employee's records) and the employee shall have 7 days to respond to such recall notice. After the employee has notified the Employer that he will return to work, the employee shall have one (1) week to adjust any other personal matters he may have. If the employee fails to report within the one (1) week period, he shall lose all seniority rights under the contract, meaning discharge from employment.

Section 3

Notice of Lay-off

The Employer agrees to give one (1) week's notice, whenever making seasonal or permanent layoffs, to the Union and the Shop Steward. Notice must be given in writing. Where such required notice is not given, the Employer shall pay the employee one (1) week's wages in lieu thereof.

ARTICLE 11

MILITARY SERVICE

Section 1

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

- a) received a certificate of honorable discharge;
- b) is still qualified to perform the duties of his position; and
- c) 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 military forces.

Section 2

Summer Encampment

In the event any employee covered by this Agreement, who is a reservist in the Armed Forces of the United States, is required to go away on maneuvers or summer encampment, for a temporary period, the Employer agrees to supplement his military pay with an amount sufficient to equal his regular forty (40) hour weekly earnings at the straight time rate for

his job classification. This shall be limited to thirty (30) calendar days.

Section 3

Jury Duty

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

ARTICLE 12

PROMOTIONS

In promoting employees to jobs coming within this Agreement, the Employer shall have the right to select qualified persons, but as between qualified persons, preference shall be given according to seniority. All employees within this Agreement shall have equal opportunity to qualify for any promotion within the scope of this Agreement. If the Employer, in his opinion, feels that the employee is not qualified to fill such a promotion, the employee shall have a thirty (30) day trial period to qualify. In the event the Employer feels that the employee is not qualified after the thirty (30) day qualifying period, the Employer shall furnish reasonable proof to the Union that the employee is not qualified for such promotion.

ARTICLE 13

LEAVING BARGAINING UNIT

Any employee covered by this Agreement who elects to accept a position with the Employer not covered by any classification set forth under Article 2 Section 2 - shall lose all seniority rights after thirty (30) days if the employee elects to retain said new position. If the employee desires to return to the Bargaining Unit within thirty (30) days, he may do so without loss of seniority rights.

ARTICLE 14

EXTRA CONTRACT AGREEMENTS

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

ARTICLE 15

Grievance Procedure

Section 1

A grievance shall be any dispute arising under the express terms of this Agreement. Grievances must be presented and processed in accordance with the following steps:

- Step 1: An employee must first present his grievance to his immediate foreman and shop steward for their discussion and resolution.
- Step 2: If the grievance is not resolved in Step 1, the grievance shall be reduced to writing within seven

(7) days of the occurrence thereof, or when it becomes known to the aggrieved employee, and submitted to the Employer's Executive Director. The Executive Director shall then have seven (7) days to submit his answer in writing to the Union Steward.

Step 3: If the grievance is not resolved in Step 2, it shall be taken up within five (5) days of the Executive Director's Step 2 answer by the Union's business agent and the Employer's Executive Director. The Executive Director shall render his decision in writing within forty five (45) days.

Step 4: If the grievance is not resolved in Step 3, the Union shall have fourteen (14) days within which to submit the matter, in writing, to arbitration pursuant to the rules of the American Arbitration Association.

Section 2 Grievances involving the discharge of an employee may be referred at the request of either party directly to Step 2 of the above-described procedure.

Section 3 In the event the Union shall fail to take an appeal from the disposition by the Employer of a grievance in any of the Steps set out above within the time limits set forth above, then the last decision given in the immediately

preceding Step shall be final and conclusive, and the grievance shall not be reopened for further discussion.

Section 4 Time limits may be extended by written mutual consent of the Employer and the Union.

Section 5 Arbitration costs shall be borne equally by the parties. The Arbitrator shall not have the authority to alter or amend the terms of this Agreement, and the decision of the Arbitrator shall be final and binding.

Section 6 A grievance on behalf of the Employer may be presented initially at Step 3.

ARTICLE 16 GRIEVANCE

Section 1 Inspection Privileges - Access to Premises

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

Section 2 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 3 Separation of Employment

Upon final termination, the Employer shall pay all monies due to the employee.

ARTICLE 17 CONDITIONS OF WORK SAFETY

Section 1 Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person, or equipment. The term "dangerous condition of work" does not relate to the type of material hauled or handled.

Section 2 Defective Equipment

The Employer shall not ask or require any employee to operate any equipment that has been reported in an unsafe operating condition until same has been approved as being safe by management or the mechanical department.

Section 3 Reporting Accidents

Any employee involved in an accident shall immediately report said accident to his Employer.

Section 4 Any employee sustaining injuries which are compensable under the Workers' Compensation Act,

which prevent him from performing all work available to him, at Employer's place, shall sustain no loss of pay for the balance of the day on which he was injured.

(a) Ability to perform work shall be determined by doctor and/or hospital report.

Section 5 The Sewerage System Employee may be required to remain at the plant, on-site, until his relief reports for work, if he is to be relieved, due to safety reasons.

ARTICLE 18 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. Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended, except when the provisions of this section provide for immediate dismissal or suspension. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement

with pay, the Employer shall receive credits for wages or compensation earned by the employee while he was out of the Employer's employ. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings, and shall be promptly heard. Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense, but shall receive at least one (1) written warning for each different offense. The parties agree that causes for dismissal without first discussing the matter with the Business Agent shall be the following:

- (1) Calling or participating in any unauthorized strike, work stoppage or walk-out.
- (2) Drunkenness, proven during working hours, or being under the influence of alcohol or drugs during working hours.
- (3) Proven theft or dishonesty or malicious mischief.
- (4) Unprovoked assault on his fellow employees or his Employer's representative during working hours.

(5) Failure to report for work without a valid excuse when work is available for ten (10) days in any calendar year.

(6) Loss of driver's license but subject to protection of re-employment in accordance with the provisions of Article 31 - Section 2 (H).

(7) Insubordination.

Section 2

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. The parties recognize that in interpreting previous Agreements, there have been difficulties over whether or not the Employer may dismiss employees for slowdowns. The parties agree that this matter is cause for suspension pending the grievance procedure, but not for immediate dismissal.

Section 3

Warning Notices

The warning notice shall remain in effect for a period of no more than six (6) months from the date of such warning notice. If no additional warning

is given during the six (6) month period, then the employee's record shall be wiped clean.

ARTICLE 19

DISCRIMINATION

There shall be no discrimination by the Employer against his 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.

ARTICLE 20

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, or non-unit employees unless otherwise provided in this Agreement.

ARTICLE 21

WORK ASSIGNMENTS

The Employer shall not direct, require or permit employees other than the employees within the bargaining unit here involved to perform work which is recognized as the work of the employees falling within the scope of this Agreement, or direct,

require or permit employees who are covered within this Agreement to perform work which does not fall within the scope of this Agreement, unless otherwise provided in this Agreement.

ARTICLE 22

DEATH IN FAMILY

Section 1

In case of death in the employee's family, which shall consist of:

- A. Spouse
- B. Mother
- C. Father
- D. Sisters
- E. Brothers
- F. Children
- G. Mother-in-Law
- H. Father-in-Law
- I. Grandparents
- J. Grandparents-in-Law

The Employer shall grant such employee affected, a maximum of three (3) days off with pay, at the regular straight time pay rate, for the purpose of attending services for the deceased. The three (3) days pay is to compensate the employee for any time loss, Monday through Sunday, because of such death. The employee must submit a death certificate as proof of such death to the Employer. All employees must be on the seniority list for a period of three (3) months before becoming effective. An employee shall be permitted to take two (2) sick days, in addition to the bereavement leave described above, for deaths in an employee's immediate family (parents, siblings, children and spouse only). An

employee shall be permitted to take up to one (1) sick day for the death of an aunt, uncle or cousin.

Section 2 Time Clocks

The Employer who employs five (5) or more people at any operation, shall have time clocks installed at such operations.

Section 3 Break Periods

All employees shall have a ten (10) minute break period in the A.M. and a ten (10) minute break period in the P.M., without loss of pay, as in past practice.

Section 4 Holidays

The parties recognize the following holidays:

- 1) New Year's Day
- 2) Labor Day
- 3) Christmas Day
- 4) Washington's Birthday
- 5) Lincoln's Birthday
- 6) General Election Day
- 7) Martin Luther King's Birthday
- 8) Decoration Day
- 9) Columbus Day
- 10) Good Friday
- 11) Thanksgiving Day
- 12) Fourth of July
- 13) Veteran's Day
- 14) Three (3) Personal Days

Section 5 Each employee on the seniority list shall be paid at his ordinary wage rate for eight (8) hours for each of the above-listed thirteen (13) holidays, except if a holiday falls on a scheduled day off; an additional eight (8) hours at ordinary wage rate

shall be added to such employee's salary for that week.

Section 6

An official holiday shall be the period from Twelve O'Clock (12:00) Midnight of the day of official observance, with the exception of Christmas, December 25th, for rotating employees. Christmas Day will always be celebrated on December 25th. Holiday pay shall not be allowed an employee unless he is working during the week in which the holiday falls, and is on the job and available for work his last scheduled work day before, and his first scheduled work day after the holiday, even though in different work weeks, except in the case of approved vacation or leave or proven illness or injury substantiated by a medical certificate. All rotating shift workers shall be paid as day workers if the holiday falls on their first or second day of rest.

Section 7

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.

Section 8

Request for personal days require twenty-four (24) hour notice, and written approval at the sole discretion of the authority; approval will not be unreasonably denied.

ARTICLE 23

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."

Section 2

Work Week

The work week will consist of seven (7) consecutive days, beginning at 12:01 A.M. Monday and ending at 12:00 Midnight Sunday. The work day shall be the period of twenty-four (24) hours, starting and ending at Midnight.

Section 3

Any employee who is called in to work, or who starts to work on any day, shall be paid for a full day's work at eight (8) hours; or eight (8) hours pay in lieu thereof. Guarantee 40 hour work week.

Section 4

Days of Rest

For rotating personnel, the first day of rest will be the first day the employee is scheduled to be off during the week between Sunday Midnight and the following Sunday Midnight, and the second day of rest will be the second day an employee is scheduled to be off during the same period. For all other employees, Saturday will be considered the first day of rest, and Sunday the second day of rest.

Section 5

Day Light Savings

Rotating shift employees on the night shift who lose one (1) hour of work due to change from standard to daylight savings time shall be given the opportunity to make up that hour by remaining one (1) hour at the end of the shift, or one (1) hour at the beginning of the next shift.

Section 6

If an employee is thirty (30) minutes late without notice, the shift manager has the option to call in a replacement at his discretion, and the late employee may be sent home without pay for that respective shift.

Section 7

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 8

Pay Day

When the regular pay day occurs on a Holiday, the Employer shall pay the employee on the regular work day immediately preceding the Holiday.

Section 9

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 10

Call In

(a) When an employee is called in for emergency work, he shall be compensated at one and one-half (1 1/2) times his applicable hourly rate of pay, with a guarantee of three (3) hours at the aforesaid, and one and one-half (1 1/2) times his hourly rate for regularly scheduled work days or the first day of rest, two (2) times his hourly rate on the second day of rest, and two (2) times his hourly rate on holidays, with a guarantee of three (3) hours at the aforesaid, and two (2) times his applicable hourly rate for Sundays and Holidays. This is intended for call-in purposes.

(b) If an employee is called in prior to his scheduled shift and told it is not considered an emergency call-in, he will not be paid the call-in rate as described above, but will be paid in accordance with other provisions of this Agreement. This does not apply to an employee who is called in and not scheduled for that day. When there is an emergency call-in, as determined by the Landis Sewerage Authority management, the employee will be paid in accordance with the above provisions of Article 23, Section 10.

Section 11

Overtime

- (A) Any employee who satisfactorily completes his ninety (90) day probation period shall be eligible to work overtime.
- (B) Time and one-half shall be paid for all over time in excess of eight (8) hours on any work day or (40) hours in any work week.
- (C) If an employee works on the first unscheduled day, the rate shall be at one and one-half (1-1/2).
- (D) If an employee works on the second unscheduled day, the rate shall be at double time.
- (E) Holidays

Any employee regularly scheduled to work on any of the Holidays stipulated in this Agreement, during his regular work week (Article 23 - Section 1) shall receive double time (or two (2) times) his regular rate of pay. As indicated previously, all Holidays will be celebrated on the official observance days. If a Holiday falls on a Sunday and is celebrated on Monday, Monday shall be considered as the Holiday.

ARTICLE 24

MANAGEMENT SECURITY

The Union recognizes that the Employer covered by this Agreement must complete and keep abreast of

developments in methods of distribution, and must operate efficiently and economically, if he is to be able to meet rising costs of operation, including rates of pay and working conditions to members of the Union. Accordingly, the Union agrees that it will cooperate with the Employer to the end that his business may be operated efficiently, and further agrees that it will not interfere in any way with the Employer's right to operate and manage his business, provided that nothing herein will permit the Employer to violate any of the terms and/or conditions of this Agreement. If the Shop Steward or employees feel that the Employer in any way violates this Agreement, the matter shall be handled in the manner outlined by the Grievance Procedure in this Agreement.

ARTICLE 25

(A) SAVINGS AND SEPARABILITY CLAUSE

The parties to this Agreement believe it complies with Chapter 303, Laws of 1968, State of New Jersey. Accordingly, it is agreed that nothing contained in this Agreement shall require Union or Employer to do anything which violates the law. The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited

by, invalid under, or in contravention of any operable Federal or State Law, or under which Employer or Union is required to do any act which is in contravention of any Federal or State Law, shall be null and void, but in such an event, the remaining clauses shall continue in full force and effect for the term of this Agreement and any renewal thereof. The parties agree, in good faith, to attempt to replace any such null and void clause with a clause which conforms with the law. The parties further agree that if during the term of this Agreement or any renewal thereof any such null and void clause shall become legal or permissible by legislative enactment, a subsequent decision of the courts or otherwise, such null and void clause shall again become part of this Agreement. Any disagreement shall be submitted to the Grievance Procedure.

(B) TERMS AND PROVISIONS BINDING

The parties to this Agreement agree to be bound by all of the terms and provisions of this Agreement and the interpretations and enforcement thereof, and do further agree to

participate in negotiations of any modification or renewal of the contract.

ARTICLE 26

GENERAL

Section 1

Posting of Notices

The Employer agrees to the posting, within his business premises, of notices of Union meetings, etc. The Company shall install a Bulletin Board for Union notices.

Section 2

Wage Executions

No employee shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution, or assignment of his wages, whether voluntary or involuntary.

Section 3

Uniforms

Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. If the Employer is now furnishing uniforms, he will continue to do so. The employees shall receive an allowance of \$150.00 per year for work shoes approved by the Plant Manager. The Employer also agrees to provide a clothing allowance of \$75.00 per year. Coveralls or jackets must be approved by the Plant Manager.

Section 4 Sanitary Conditions

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

ARTICLE 27 VACATIONS

Section 1 Employees who have been actively and continuously employed by the Employer for the periods specified herein shall be eligible for the following vacations so long as they are actively employed on their anniversary date of hire:

1 Year of Active Continuous Service	1 Day Each Month
2 Years of Active Continuous Service	12 Working Days
6 Years of Active Continuous Service	15 Working Days
10 Years of Active Continuous Service	20 Working Days
15 Years of Active Continuous Service	25 Working Days

Section 2 Each full week of vacation pay shall consist of forty (40) hours of pay at the employee's straight time hourly rate.

Section 3 (a) The Employer shall have the right to schedule the number of men who shall receive vacations at a particular time, according to their seniority. Except as provided below in subsection (b), no employee shall be permitted to use more than two (2) weeks vacation consecutively. Additional

vacation time may be approved at the sole discretion of the Authority. The vacation period of each qualified employee shall be set with due regard to the desire and preference of the employees and by seniority. Vacations shall be scheduled on a year-round basis. A vacation period must be at least one (1) week duration, however, the employer may approve a one (1) day vacation with twenty-four (24) hour written notification. Where requested by and approved by his Employer, an employee may continue to work during his vacation period and be paid in lieu of vacation. Vacations are to be scheduled by May 1.

(b) Employees who qualify for the maximum vacation allotment as described in Section 1 above shall be permitted to use up to three (3) weeks vacation consecutively. The Employer retains the discretion to approve or deny requests for such extended vacation periods; however, such permission shall not be withheld unreasonably.

Section 4

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 at the straight time rate in lieu thereof to be determined by the Employer.

Section 5 Vacation pay shall be paid the eligible employee before he starts his vacation.

Section 6 An employee who is discharged for cause or who designs without giving one (1) week written notice of his intent to resign shall not be eligible for proportionate vacation pay earned by him since January 1st of that credit year. Employees who resign and who have given one (1) weeks notice to the Company 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 vacation year on the basis of one-twelfth (1/12) of their normal vacation to which they would have been entitled the following January 1st, for each calendar month worked.

ARTICLE 28 LIFE INSURANCE AND PENSION

To be covered as provided by Law, under the New Jersey Public Employees Retirement System.

ARTICLE 29 HOSPITALIZATION

Section 1 (A) All Employees covered under this Agreement shall be covered by New Jersey Blue Cross, Blue Shield PACE Plan, including Rider J, with the cost of the entire family plan to be paid by the Employer. The employees have the

option of the H.M.O. Plan in lieu of New Jersey Blue Cross/Blue Shield PACE Plan.

- (B) Employees shall receive the foregoing Insurance Coverage upon completion of their probationary period and any service waiting period prescribed by the Insurance Carrier.
- (C) Employees shall receive the foregoing Dental and Prescription coverage upon completion of their probationary period and any service waiting period prescribed by the Insurance Carrier. Dental coverage maximum is \$1,000.00 per year/per family. Additional coverage to a maximum of \$500.00 per individual case for orthodontics work is provided by this contract. Prescription coverage maximum is \$500.00 per year/per family. Vision coverage up to \$100.00 per year/per family is included in this contract. All reimbursement will occur on a monthly basis.

The Authority shall be enrolled in a New Jersey Disability Insurance Program.

Section 2

The Employer agrees to continue the above-described health insurance benefits provided to employees, or the reasonable equivalent or better of such benefits. The Employer retains the sole discretion to change insurance

carriers and/or plans so long as the requirements of this Section are met. Before any change in carriers and/or plans is made, the Employer agrees to notify the Union and to discuss same with Union. For the purposes of this Section, the fact that an insurance plan may require that certain medical procedures be approved in advance by the plan administrator, in order to be covered by the insurance, will not be a factor in considering whether such plan constitutes the "reasonable equivalent or better" of the above-described insurance benefits.

Section 3

The Union acknowledges that rising health insurance costs are a concern of both parties and agrees that the above-described PACE Plan shall have an annual deductible of up to \$200.00 for individuals and up to \$400.00 for families, the full amount to be paid by the employee.

ARTICLE 30 SICK LEAVE

Section 1 (A) All employees shall receive, after completion of their probationary period, one and one-quarter (1-1/4) days sick leave per month credit for each month of service, to be accumulated year-to-year, commencing January 1, 1970.

(B) Any employee shall be entitled upon termination of employment, except for termination resulting for

discharge, for cause, to a sum equal to one hundred percent (100%) accumulated sick leave pay.

Section 2

Call-Out for Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor or his designated representative shall be notified a minimum of one (1) hour prior to the employee's starting time. Failure to so notify his Supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing. Abuse of sick leave may be cause for disciplinary action. If an employee is off sick for more than three (3) consecutive days, they must present a doctor's certificate if requested by the Employer. If the Employer feels that the employees are abusing their sick leave, the Employer may request a doctor's certificate for less than three (3) days.

Section 3

Lunch Periods

(A) All employees shall receive a lunch period. The lunch period shall be one (1) hour, unless the Employer has established a one-half(1/2) hour lunch period. Employees on the road

shall have an additional ten (10) minutes to wash up for lunch.

- (B) The rotating employee shall be paid for the thirty (30) minute lunch period.
- (C) Employees on the road may send one (1) employee for coffee both in the morning and afternoon.
- (D) Employees will use designated facilities at the treatment plant area for a lunch area and lockers with medicated soap to wash up, provided by the Employer.

Section 4

Loss of Seniority and Job

Seniority shall be broken and name removed from the seniority list for the following reasons:

- (A) Discharge for just cause;
- (B) Voluntary quit;
- (C) Lay-off for one (1) year or more;
- (D) Failure to respond to notice of recall;
- (E) Unauthorized leave of absence;
- (F) Any employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his place on the seniority list;
- (G) Loss of seniority shall result in immediate automatic dismissal for cause; and

- (H) In the event a driver should suffer a revocation of his drivers license, due to his own negligence, his job and seniority shall be protected for a period not to exceed six (6) months in a one (1) year period.

ARTICLE 31

CLASSIFICATION AND DUTIES

- (A) Lead Man: Synonymous with Leader, and is defined as an employee who takes the lead and gives directions to other employees while he may be performing the same duties as these employees. Does all sewerage system work, including plant operations and pumping stations. He may explain tasks to other employees.
- (B) Senior Sewerage System Employees: Does all sewerage system work, including plant operation and pumping stations.
- (C) Sewerage System Employee: Does all sewerage system work, including plant operation and pumping stations.
- (1) After one (1) year of satisfactory performance in this classification, employee will advance to classification in (B) above.
- (D) Security Employees: Provide security for LSA facilities.

ARTICLE 32

LIE DETECTOR TEST

The Employer shall not require, request or suggest that an employee take a polygraph or any other form of lie detector test, unless by voluntary consent.

ARTICLE 33

SICK CALL (SEE SECTION 2)

If employees cannot report for work, they are to call in by their starting time, if off sick more than three (3) consecutive days, they must bring in a doctor's certificate if requested by the Employer. If Employer feels that the employees are abusing their sick leave, then the Employer may request a doctor's certificate if employee is off sick less than three (3) days but must first discuss this with the Shop Steward.

ARTICLE 34

SENIORITY AND OVERTIME

Section 1

For emergencies which occur off the plant site, the Employer will make every effort to oversee that all overtime be shared equally among those employees who have completed the ninety (90) day probationary period. The work schedule will be made so that all such employees shall share equally in overtime, and the Employer agrees that the work schedule will not be changed as a subterfuge to deprive such employee of his overtime on his regular schedule unless mutually agreed to by the Union and Employer. For other situations, seniority shall apply.

Section 2 The Employer shall not employ, in any capacity, any person who is otherwise regularly employed (moonlighting). Employees may work part-time for other employers as long as it does not interfere with their regular employer under this Agreement.

Section 3 All employees shall rotate on the second and third shifts in the event such shifts are established.

ARTICLE 35 CLASSIFICATION AND DUTIES

Section 1. The following rates shall apply to the following classifications:

Wages

CLASSIFICATIONS

		<u>Effective</u> <u>01/01/92</u>	<u>Effective</u> <u>01/01/93</u>	<u>Effective</u> <u>01/01/94</u>
A.	Senior Sewerage System Employees	\$ 13.86	\$ 14.55	\$ 15.28
B.	Sewer System Employees			
	1. Starting Rate (Minimum)	10.68	11.21	11.77
	2. After 30 Days (Minimum)	10.99	11.54	12.12
	3. After 60 Days (Minimum)	11.62	12.20	12.81
	4. After 90 Days (Minimum)	11.94	12.54	13.17

(The above rates are retroactive to January 1, 1992)

C.	Security Employees	\$ 7.88	\$ 8.27	\$ 8.68
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Section 2 Any second and third shift employee shall receive the following compensation above his hourly rate:

Second Shift - \$.20

Third Shift - \$.35

Section 3

The Employer shall adjust salaries as above.

Section 4

Shift Premium

A shift premium shall be paid to any employee who is regularly scheduled for work on afternoon or night shifts. For the purpose of applying shift premium, shifts shall be identified as follows:

(A) The Day Shift shall consist of those hours worked between 8:00 A.M. and 4:00 P.M.

(B) The Afternoon Shift (second shift) shall consist of those hours worked between 4:00 P.M. and 12:00 Midnight.

(C) The Night Shift (third shift) shall consist of those hours worked between 12:00 Midnight and 8:00 A.M.

Section 5

Wages

Section A

Increase effective January 1, 1992 5%

Increase effective January 1, 1993 5%

Increase Effective January 1, 1994 5%

Section B

Second Shift - \$.20

Third Shift \$.35

N E W I T E M S

ARTICLE 36 LONGEVITY

In addition to any other compensation, all employees shall receive, in accordance with the following schedule, an annual longevity payment for years of service with the Employer. Payment shall be made in lump sum payment the first full calendar week of December of each year:

<u>Years of Service</u>	<u>Annual Payment</u>
0-5 Years	-0-
5 Years	2% of Annual Base
Over 5 Years	2% Plus 1/4% for Each Year Over 5 Years
Maximum Longevity	6%

Any employee whose employment is terminated (either by voluntary quit, retirement, death or discharge) shall be entitled to a pro-rata longevity payment for the period up to the time of termination. In the case of death, the employee's estate shall receive the pro-rata longevity payments.

ARTICLE 37 EDUCATIONAL ASSISTANCE

The Authority shall reimburse employees for the cost of tuition, books and supplies for courses of continuing education where the course provides: work status improvement, lead to a degree or certificate used in the work place, a general course of

study providing educational credits in work-related courses of studies. Reimbursement shall be made to the employee upon completion of the course with a passing grade and upon submission of receipts for such payments.

Section 1 The Employer is committed to the continuing education and professional development of its employees. The Union recognizes, accepts and agrees with the concept of continuing education and professional development of employees.

Section 2 An employee who obtains prior approval from the Employer to take courses which are related to employment requirements, and who complete the course, shall be reimbursed for the tuition and course materials required by the Employer. No employee shall be eligible for reimbursement unless the employee has first obtained the permission of the Employer to attend the class.

Section 3 The Employer shall pay for all tuition, course, books and registration fees for all courses taken by the employees which are approved in advance by the Employer. These courses shall be taken, so as not to conflict with regular working schedules.

Section 4 An employee shall not be compensated for any time spent in, taking courses or in study or preparation for course work. The Employer,

however, shall compensate the employees for any time spent in taking examinations for licenses, if those examinations are offered only during the regular workday and in addition, only if the employee passes the regular 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.

Section 5

Where an employee has obtained a license relative to Waste Water Treatment and/or collection, he shall be entitled to incur an additional twenty-five cent (\$0.25) increment on the hourly base rate for each license obtained as follows (i.e.):

S1 <u>and/or</u> C1	\$.25 Per Hour
S2 <u>and/or</u> C2	\$.50 Per Hour
S3 <u>and/or</u> C3	\$.75 Per Hour
S4 <u>and/or</u> C4	\$1.00 Per Hour

ARTICLE 38

TERM OF AGREEMENT

Section 1

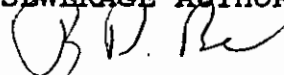
This Agreement shall be in full force and effect from the 1st day of January, 1992 and shall remain in effect until and including December 31, 1994,

and shall continue in force from year-to-year thereafter unless and until either of the parties hereto shall give to the other party sixty (60) days written notice prior to the end of the original term in 1994, or sixty (60) days written notice prior to the end of any subsequent year of an intention to terminate at the end of the original term of the then current year.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as below:

FOR THE COMPANY:

THE LANDIS SEWERAGE AUTHORITY



CHAIRMAN

ATTEST:

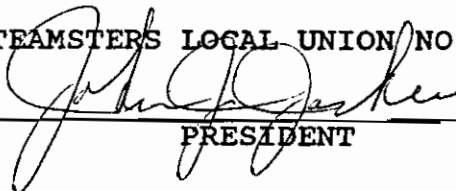

JOHN TALLARIDO, SECRETARY

January 21, 1992

DATED

FOR THE UNION:

TEAMSTERS LOCAL UNION NO. 676



PRESIDENT

WITNESS:


DATED

A: \LANDIS3.AGR
12/23/91