

**COLLECTIVE BARGAINING  
AGREEMENT**

**By and Between**

**SOUTH MONMOUTH REGIONAL  
SEWERAGE AUTHORITY**

**And**

**UNITED STEEL WORKERS  
AFL-CIO-CLS**

**On behalf of its**

**LOCAL # 4-406**

**Effective Date:  
January 1, 2019**

**Expiration Date:  
December 31, 2021**

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## PREAMBLE

THIS AGREEMENT made this 1st day of April, 2020 BETWEEN: South Monmouth Regional Sewerage Authority, having its principal office at 1235 18<sup>th</sup> Avenue, Belmar, New Jersey hereinafter referred to as “Authority” and/or “SMRSA”; and United Steel Workers AFL-CIO-CLS, on behalf of its Local Union # 4-406 herein after referred to as “U.S.W. or Union”,

## WITNESSETH

WHEREAS, as the result of collective bargaining, it is the intent and purpose of the parties hereto to promote and improve industrial and economic relations between the parties concerning benefits, wages, hours of work and working conditions of employment;

NOW THEREFORE, the parties hereto in accordance with the following covenants, conditions and agreements, mutually agree to and with each other as follows:

## ARTICLE I – RECOGNITION OF THE UNION

1. Authority recognizes the Union as the sole and exclusive collective bargaining agency for all employees except supervisors, office personnel, administrative personnel and confidential employees.
2. Pursuant to a certification by the New Jersey Public Employees Relations Commission dated 2/20/80, as the result of a referendum on 2/13/80 under the provisions of the New Jersey Employer-Employee Relations Act of 1968, the following is effective as to all employees in the bargaining unit covered by this agreement.
3. This agreement shall be binding upon the successors and assignees of the parties and no provision, term or obligation hereinafter shall be affected, modified, ordered or changed in any respect except by mutual agreement of the parties.

## ARTICLE II – NON-DISCRIMINATION

### Anti-Discrimination and Equal Employment Opportunity Policy:

The Authority does not discriminate when hiring and promoting on the basis of race, creed, color, national origin, ancestry, age, marital status, religion, affectional or sexual orientation, sex, or on the basis of a disability or perceived disability. It is the policy of the Authority to afford equal employment opportunity to all qualified individuals regardless of race, creed, color, national origin, ancestry, age, sex, marital status, political affiliation, affectional or sexual orientation, religion, or a disability that does not interfere with their ability to perform the work required by the position.

There shall be equal employment opportunity for all persons in, or applicants for, employment positions regardless of race, creed, color, national origin, ancestry, age, sex, marital status, political affiliation, affectional or sexual orientation, religion or disability, except where a particular qualification is specifically permitted and is essential to successful job performance.

Equal employment opportunity includes, but is not limited to, recruitment, selection, hiring, training, promotion, transfer, work environment, layoff, and return from layoff, compensation and fringe benefits. Equal employment opportunity further includes policies, procedures, and programs for recruitment, employment, training, promotion and retention of minority, women and disabled persons. Equal employment opportunity, but not affirmative action, is required with respect to persons identified solely by their affectional or sexual orientation.

Disabled persons shall include any person who has a physical or mental impairment which substantially limits one or more major life activities has a record of such an impairment; or is regarded as having such an impairment.

Americans With Disabilities Act Policy:

The Authority does not discriminate against qualified individuals with a disability. The Authority has performed the self-evaluation required by the 1990 Americans with Disabilities Act, and this plan is on file in the office of the Authority's Executive Director.

In accordance with the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., an appointing Authority may require a medical and/or psychological examination only after an offer of employment has been made, and prior to appointment, and may condition the offer of employment upon the results of such examinations if:

- All eligible for the title, to whom an offer of employment is made, are subjected to such examinations; and
- Information obtained regarding the medical condition, or history, of an employee shall be collected and maintained on separate forms and in separate medical files and treated as a “confidential” medical record.

Anti-Harassment Policy, Including Sexual Harassment:

The Authority is committed to a workplace free from harassment that is based on race, creed, color, religion, gender, national origin, ancestry, age, marital status, affectional or sexual orientation, handicap, or disability. Such harassment is a violation of federal and state discrimination laws. **THE AUTHORITY WILL NOT TOLERATE SUCH MISCONDUCT.** This policy applies to all employees, as well as to customers and others who come in contact with Authority employees. **REPRISALS AGAINST THOSE WHO MAKE COMPLAINTS UNDER THIS POLICY WILL NOT BE TOLERATED.** Violators of this policy will be subject to discipline, and may be subject to any other liability authorized under applicable law.

Definitions and Examples:

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, creed,

color, religion, gender, national origin, ancestry, age, marital status, affectional or sexual orientation, handicap, or disability, and that: (i) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

### ARTICLE III – DUES CHECK-OFF

1. The Authority shall deduct from the wages of its employees covered by the terms of this agreement union dues in accordance with N.J.S.A. 52:14-15, 9 (e) as voluntarily authorized by the individual employee, in writing, on a form satisfactory to the Authority.
2. Upon receiving said authorization, the Authority shall make the deductions from each pay period, and transmit the sum deducted directly to the Union the month following such deductions are made.
3. The employee may withdraw the above authorization by filing a Notice of Withdrawal in writing with the Authority, at any time in accordance with the Janus decision.
4. The Union will furnish the Authority a written statement of the Union dues to be deducted and if there is any change in the dues, the Union shall furnish to the Authority written notice 30 days prior to the effective date of such change.
5. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the salary deduction authorization forms submitted by the Union to the Authority.
6. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually withheld. The Authority or any of its officers and employees shall not be liable for any reasonable delays in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail, to the

Union's last known address, the Authority and its officers and employees shall be released from all liability to the Employee-Assignors and to the Union under such assignments.

7. The parties agree that the following form shall be the authorization for deduction of union dues:
8. Pursuant to the Workplace Democracy Enhancement Act, the Authority agrees to provide the Union 30 minutes to meet with new hires during the orientation process within 30 days of hire.

Date: \_\_\_\_\_

I certify that United Steel Workers AFL-CIO-CLC, on behalf of its Local Union # 4-406, is my designated collective bargaining representative and I hereby voluntarily authorize and direct the South Monmouth Regional Sewerage Authority to deduct from my earnings due me on each payday, my bi-weekly Union dues for the preceding weeks, and to pay the same to the Secretary-Treasurer of the Union.

This authorization may be revoked by me at any time by filing a Notice of Withdrawal in writing with the Authority, at any time in accordance with the Janus decision.

\_\_\_\_\_  
Employee's Signature

9. Agency Shop – Subsequent to the date of this agreement, any permanent employee employed by the Authority in a position covered under the terms of this agreement, who declines to become a member of the Union, may, in the employee's sole discretion, elect to pay to the Union a representative fee.

- (a) Said fee in lieu of dues shall be paid to the Union in the same manner as Union dues are paid to the Union pursuant to Article III of this agreement.

ARTICLE IV – MANAGEMENT

1. None of the terms of this agreement shall interfere with the rights of the Authority in carrying out its duties and functions in accordance with applicable law, rules and regulations relative to:
  - (a) Carrying out the statutory mandate and goals of the Authority pursuant to N.J.S.A. 40:14A-1, et seq. and the utilization of Authority personnel, method and means in the appropriate and effective manner possible. In the event that any Federal, State or Municipal legislation and/or Court of competent jurisdiction causes any portion of this agreement to become invalid it is agreed that all other portions of this agreement shall remain in full force and effect.
  - (b) Management of employees of the Authority including but not limited to hiring, promoting, transferring, assigning or retaining employees in positions within the Authority, and in that regard to establish reasonable working rules.
  - (c) Establishing new job classifications, job content, qualifications and wage rates for these classifications, to change or combine job content of any classification, to determine when and where overtime shall be worked, to establish and schedule the working hours of the employees, and to determine the minimum reasonable work pace and performance levels.
  - (d) Suspending, demoting, discharging or taking other appropriate disciplinary action against any employee for just cause; or laying off employees.
  - (e) It is recognized that the management of all operations, the control of its properties and the maintenance of order and efficiency, are the responsibility of the Authority.
  - (f) The Authority shall determine the number and location of its facilities and stations, determine the work to be performed therein, maintenance and repairs, the amount of supervision necessary, machinery, tools and equipment, methods, schedules of work together with selection, procurement, designing, engineering and the



control of the equipment and material; purchase service of others by contract.

- (g) The foregoing statements of the rights of management and of the Authority functions are not all-inclusive, but indicate the type of matters or rights which belong to, and are inherent in, management and shall not be construed in any way to exclude other Authority functions not specifically enumerated.

#### ARTICLE V – FUNCTION OF A SUPERVISOR

- 1. Supervisors shall act in a supervisory capacity, except that they may work for the purpose of instructing employees, to cover absent employees until a qualified replacement is obtained, experimental work, testing, and starting of new equipment and in the case of emergencies, however, they shall do no work for the purpose of replacing the employees or depriving them of overtime.

#### ARTICLE VI – GRIEVANCE PROCEDURE

- 1. The term “grievance” as used in this article shall mean a complaint by an employee against the Employer alleging failure to comply with the provisions of this agreement and/or concerning the meaning or application of any of the terms of this agreement. There shall be no suspension of the work by either party on account of a grievance, and an earnest effort shall be made to settle grievances at an early date. The grievance procedure shall operate as follows:

Step 1. The aggrieved employee shall, within five (5) employee working days of the first actual and/or constructive knowledge of the subject matter which gave rise to the grievance, present the grievance to the Superintendent. The Superintendent (or designee), Shop Steward and aggrieved will make every effort to remedy the grievance within five (5) employee working days of the Superintendent acknowledging the receipt of grievance.

Step 2. If a settlement is not reached within five (5) employee working days after presentation to the Superintendent, the aggrieved employee shall within five (5) days thereafter state his/her grievance, in writing, identifying the specific article and paragraph of noncompliance as well as the stating the perceived harm and presenting it to the Executive Director, or his/her designee. Upon acknowledgement by the Executive Director and/or his/her designee, a meeting with Management, the aggrieved and the Shop Steward will be held within five (5) employee days after which a decision will be rendered by Management within five (5) days thereafter.

Step 3. If no satisfactory settlement of the grievance is reached, then the Union may refer said grievance to the Sewerage Authority Grievance Committee within five (5) days of the decision of the Executive Director or his/her designee. The Sewerage Authority Grievance Committee shall within ten (10) days meet with the International Representative of the Union. Every reasonable effort towards a proper disposition and settlement of the grievance shall be made by the Sewerage Authority Grievance Committee.

Step 4. If the Sewerage Authority Grievance Committee fails to provide a written decision within the five (5) working days after the aforementioned meeting or if the grievance is not resolved by the decision of the Sewerage Authority Grievance Committee, a written request may be made by the Union that the grievance be presented to the Board of Commissioners within ten (10) working days of the receipt of the Sewerage Authority Grievance Committee's written decision, or failure to render such written decision. The Board of Commissioners shall schedule a hearing within fourteen (14) days of the receipt of the request for a hearing and render its decision in writing within fourteen (14) days after the hearing.

Step 5. Any grievance involving any disciplinary action, including reprimand against an employee not settled in Step 4, as set forth herein, may be referred to arbitration by either party within ten (10) working

days upon receipt of the decision of the Board of Commissioners. Either the Authority or Union may demand arbitration in writing with respect to a grievance involving the discharge of an employee as set forth in the within paragraph. Such arbitration shall be in accordance with the arbitration rules of the American Arbitration Association.

- (a) Each party shall bear its own expense for the presentation of its case, including costs of any witnesses. The arbitrator's fee shall be borne equally by the parties.
- (b) The decision of the arbitrator shall be final and binding on all parties. In case of arbitration, the arbitrator selected shall have the jurisdiction and authority to interpret the provisions of this agreement insofar as shall be necessary to the determination of such grievance but shall not have the jurisdiction or authority to alter the provisions of this agreement.
- (c) The shop steward shall have the right to be present at all steps of the grievance procedure.
- (d) The time limits referred to within this Article may be extended by mutual consent of the appropriate Union representatives and the Executive Director or his/her designee. The reference to working days shall mean Monday through Friday and shall not include Saturdays, Sundays or Holidays.
- (e) The Grievance Committee composed of Shop Steward, and/or local Union President, and the Executive Director, Director of Human Resources, and/or representatives from the Board of Commissioners can request a meeting. In the event that either the Union or the Authority requests a meeting, the other party shall be bound to attend such meeting.
- (f) The officers and Grievance Committee of the local union shall, upon notification to the Executive Director of the Authority, at an agreed upon appointment with the Executive Director, have access to the plant during any hours that the plant is working to handle grievances or essential union contract related business. The

International Representative of the Union, upon notification to the Executive Director of the Authority at an agreed upon appointment with the Executive Director, shall have access to the plant, if requested by the Union, and shall make his/her presence known to Management Representatives on entering the plant. For access to the working areas of the plant, the Authority reserves the right to have the Executive Director and/or his /her designees accompany the representative.

#### ARTICLE VII – NO STRIKE – NO LOCK – OUT

1. It is recognized that the need for continued and uninterrupted operation of the Authority’s business is of paramount importance to the users of the Authority system and the citizens of the municipalities located in the Authority region, and that there shall be no interference with said operation.
2. The Union, its officers, members, agents or principals agrees not to engage in, encourage, sanction or suggest strikes, work stoppages, slow downs, job actions, sick-outs, lock-outs, mass resignations, mass absenteeism or others which would involve suspension of, or interference with, normal working performance.
3. The Authority shall have the right to discipline or discharge any employee engaged in or causing a strike, slow down or other such interference.
4. The parties recognize that under New Jersey Law, public employees have no right to strike.

#### ARTICLE VIII – HOURS OF WORK

1. The normal workweek will consist of 5 days of 8 hours each. The daily hours of work shall consist of 8 hours per day, exclusive of a 30-minute lunch period. Those employees working other than from 7:00 AM to 3:30 PM shall be allowed a 30-minute lunch period during the daily 8-hour workday.

2. Any time not recorded shall be considered as time not worked.
3. If an employee is called back to work after working his/her normal shift after leaving the Sewerage Authority premises, he/she will be guaranteed 2 hours work or pay in lieu thereof.
4. All employees who are scheduled to work between Monday through Friday during the 7:00 a.m. to 3:30 p.m. shift shall notify the Authority by contacting the Superintendent or designee within the first hour of the scheduled shift if he/she is unable to work those hours, unless circumstances prevent him/her from calling.
5. All other employees scheduled to work shifts other than those indicated in paragraph 4, above, shall notify the Authority one hour prior to his/her scheduled shift if he/she is unable to work those hours, unless circumstances prevent him/her from calling.
6. A change in schedule of work hours will be allowed under the following conditions: approval by Superintendent or designee, based on good and sufficient reasons for the change in schedule of work hours; this will not be permitted if the change in schedule of work hours will result in added costs to the Sewerage Authority such as for overtime work; the employee must qualify to do the work and it must be in the same classification.
7. Employees are permitted on Authority property beginning one half hour before and ending one half hour after their regularly scheduled work hours or under any special authorization granted by the Superintendent or designee.
8. Should an employee need to enter upon the Authority premises for any other purpose other than paragraphs 1-7, above, he/she must first obtain authorization from the Superintendent or designee (and in the Superintendent's absence, the Operator responsible at the time). Despite not being on "payable time," on all such occasions, the employee is required to sign in, similar to all visitors and limit their visit to a minimum.

9. All employees are required to report to work for the scheduled shifts. Employees who fail to report to work and are without a pre-approved leave (sick, vacation, personal) shall be considered as being Absent Without Leave and shall not be paid until such time that they are permitted to return to work by the Authority and/or appropriate leave is granted.
10. Any employee commencing a calendar year either absent without leave, on an unapproved leave, or suspended without pay shall not be entitled to accrue any sick, vacation, or personal days until such time as the employee has either returned to full duty, or been placed on an approved leave.

#### ARTICLE IX – SHIFT DIFFERENTIAL

1. When an employee is assigned to an eight-hour shift, he/she shall be paid \$1.50 per hour shift differential for those hours between 3 PM and 11 PM.
2. When an employee is assigned to an eight-hour shift, he/she shall be paid \$2.00 per hour shift differential for those hours between 11 PM and 7 AM.

#### ARTICLE X – MEAL ALLOWANCES

1. An employee shall receive the sum of \$10.00 for meals when an employee works four hours beyond his/her regular quitting time.

#### ARTICLE XI – SENIORITY

1. Authority and Union affirm that seniority is a principle employment policy that gives preference to a senior employee based upon length of continuous service as hereinafter defined. This principle of seniority shall be applied in cases of lay-off, recall, promotion, demotion and transfer of employees, provided that the employee under consideration possesses the qualifications to perform the job in question. As used herein, the term “qualifications” is intended to take into consideration

- such factors relating to job performance as skill and ability; job knowledge, licenses where required.
2. During the first 150 days of continuous employment, an employee shall be considered a probationary employee and the Authority may terminate his/her employment within that time without challenge by either the employee or the Union, and without resort to any grievance procedure or any other hearing procedure. The probationary period may be extended upon mutual agreement of the Union and the Authority for an additional 30-day period. Subsequent to an employment offer but prior to employment, , the Authority shall arrange for a criminal background check, driver's license check and a physical examination of the anticipated employee to determine that he/she is fit for employment with the Authority. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After the end of the probationary period, the said new employee shall be placed on the seniority list from the first day of starting work.
  3. The seniority of an employee is defined as the length of continuous service with the Authority commencing with the date of hiring. The seniority of an employee in a particular job classification shall be defined as the length of continuous service within that job classification from the first date the employee is designated in the particular classification by the Authority.

#### ARTICLE XII – LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:
2. Voluntary resignation. Failure to report back to work no later than the beginning of the next work week following conclusion or termination of a leave of absence shall be deemed and constitute voluntary resignation.
3. Discharge for cause.

4. Failure to report to work within 10 working days when called back (after lay-off) after receipt of a certified letter, shall result in loss of seniority in employment in the sole discretion of the Authority, unless that failure is mutually agreed upon between the parties to be excusable.
5. Failure to be called back to work for a period of 36 months after a lay-off is at the sole discretion of the Authority, unless a greater period of time is established by agreement between the parties.
6. Absence without leave in excess of three consecutive days without justifiable reason.

### ARTICLE XIII – PROMOTIONS

1. In the event of a job vacancy for a position (that falls under this collective negotiations agreement), to be determined by the Authority, the Authority shall post the same for 7 calendar days. The job posting will show rate of pay, number of vacancies and job title. Applications for the posted job must be submitted in writing within the posted time limits to the Executive Director of the Authority. This job posting procedure will be plant-wide. The Authority will consider the award of bid within thirty (30) days of receipt of bids.
  - (a) The Authority will give to the Shop Steward a list of the applicants for the job opening, including the seniority dates and will later advise the Union of its selection.
  - (b) The Authority shall make such promotion from its regular employees with the consideration for such promotion based on job classification, seniority, and experience in this facility, and qualifications. If the qualifications of any two or more bidders are relatively equal, then the award shall be made on the basis of seniority. If there are no minimally qualified bidders, the Authority may hire from outside the bargaining unit. If no applications are received for the posted position, the Authority may fill the vacancy by hiring from outside the bargaining unit.



- (c) If any employee is so promoted, he/she shall be placed on probation for a period of 90 days. If the employee, in the sole discretion of the Authority is not qualified, the Authority may remove him/her and transfer him/her back to former position. The employee shall be given his/her old job back with no loss in seniority. If any time within the 90 days probationary period the Authority determines in its discretion that the employee is not qualified, the Authority may remove the employee and transfer him/her back to his/her former position. The employee in his/her discretion any time within the said ninety days probationary period may elect to return to his/her old position. In either of the events set forth in the within paragraph, the employee shall not lose seniority. The probationary period may be extended upon mutual agreement of the Union and the Authority on a case-by-case basis.
- (d) The Authority shall have the right to promote from the same list of bidders another employee in accordance with the provisions of this Article.
- (e) The Authority may fill a temporary vacancy for a period of up to sixty (60) days. An employee who is awarded the temporary vacancy under this section shall have his/her probationary period reduced by the time worked in the job if he/she is awarded a permanent position to the same job. The job is to be posted and the job bidding procedure is to be followed.
2. When an employee is temporarily transferred from a higher paid job to a lower paid job, he/she shall receive his/her regular rate of pay.
  3. When an employee is temporarily transferred from a lower paid job to a higher paid job for a minimum of two hours, he/she shall receive the next rate for the job that he/she is performing that is greater than his/her own.
  4. When an employee is permanently promoted to another job classification that is a lower paying position, then the employee shall

continue at his/her regular rate of pay (for the old classification). Upon his/her completion of the first year in the new classification, he/she shall receive the next highest rate of pay for the new classification.

5. When an employee is permanently promoted from a lower paying job to a higher paying job, he/she shall receive the next highest rate of pay for the new classification. For the purpose of clarification the following two examples are shown:

Example 1:

When a Journeyman is receiving the salary as depicted on Schedule A making \$32.50 and is promoted to an Operator he/she will receive the salary as depicted on Schedule A of \$32.55.

Example 2:

When a Floater is receiving a salary as depicted on Schedule A making \$30.00 and is promoted to a Journeyman he/she will receive the salary as depicted on Schedule A of \$31.10.

## ARTICLE XIV – LAY-OFF AND RECALL

### A. LAY-OFF

1. In the cases of lay-off, either temporary or permanent, all probationary employees shall be laid off first.
2. In the event of lay-offs, the person with the lowest grade within the job classification will be laid off first, regardless of Authority seniority. Employees with higher Authority seniority in one classification shall have the right to bump, if they qualify, employees in another classification. However, a senior employee with qualification will not be laid off from the Authority. The last employee to be laid off shall be the first to be recalled in accordance with seniority in their job classification. If an employee fails to report for work within 10 working days after notification by certified mail, return receipt requested, has been

sent to his/her last known address on file with the Authority, and similar notice of the same has been sent to the Union, that a position is open, said employee shall be considered terminated.

3. When it becomes necessary to reduce the number of employees the least employee(s) shall bump employees with less seniority provided that the bumping employees affected possess the minimum qualifications to perform the job. The rate of pay shall be the regular rate of pay for the job assumed.
4. The Authority shall notify the Union, in writing, at least one (1) week prior to any permanent lay off.
  - (a) This notification shall not apply for any layoff (permanent) where work is not available due to circumstances beyond the control of the Authority; i.e. such as fire, labor dispute, equipment, or power failure, which arose too suddenly to permit such notice. Nevertheless, such notice still shall be given as soon as possible. The Union shall be notified immediately of any recall.

**B. RECALL**

1. Employees to be recalled from layoff may be notified by phone whenever necessary by the Authority. The Authority will notify the employees eligible for recall by certified letter, return receipt requested, and telephone to the employee's last contact address on record with the Authority stating that the employee has five (5) calendar days to notify the Authority of his/her intent to return to work from the date of the letter is received. Upon completion of total recall and all laid-off employees are back to work, the recalled employees shall be moved back to the classification and shift held prior to the layoff. In the event employee fails to report back to work within ten (10) calendar days from the date of notification of recall, the employee shall be considered terminated.

2. No new employee shall be hired by the Authority to a job covered by this contract until all laid-off employees with seniority have been given the opportunity to return to work.
3. In the event of dismissal due to lack of work, a full-time employee who has completed his/her probationary period will receive two weeks' salary upon termination.

**ARTICLE XV – BEREAVEMENT PAY**

1. In the event of the death of a member of an employee's immediate family, the Authority will pay the employee's full salary from the date of the death to, and including the date of burial, (in accordance with the following schedules.) The following shall be considered to be part of the immediate family:

<u>Two Working Days</u>		<u>Three Working Days</u>	<u>Five Working Days</u>
Grandmother	Mother	Mother-in-Law	Husband
Grandfather	Father	Father-in-Law	Wife
Brother-in-Law	Brother	Step-Mother	Son
Sister-in-Law	Sister	Step-Father	Daughter
	Son-in-Law	Step-Sister	Step-Child
	Daughter-in-Law	Step-Brother	

The Authority reserves the right to request a reasonable proof of passing upon request.

**ARTICLE XVI – MILITARY LEAVE**

1. Any employee who is a member of any National Guard or any Military Unit of the United States of America shall be entitled to a leave of absence from his/her prospective duties on all days during which he/she is attending training or other duties ordered by the Governor of the State or Commanding Authority; provided, however, that the leave of absence shall not exceed thirty (30) days aggregate in any one year.

ARTICLE XVII – JURY DUTY

1. The following regulations will govern employees who serve as jurors on a jury: the employee will not be required to report for his/her regularly assigned work on any calendar day during which he/she is required to and does report for jury duty except as set forth below.
  - (a) Employees are expected to cooperate with Employer and report for work whenever possible. The employee will be required to notify the Superintendent or designee of the Authority in advance and report for work any day that he/she is not required to report for jury duty as well as to report promptly for work any day that he/she is released as a juror prior to 12 noon.
  - (b) Employees will be required to notify the Superintendent or designee in advance and report for their regularly assigned work on a calendar day immediately following their final discharge from jury duty.
  - (c) Employee will receive regular straight time rate for time lost while serving as juror. Employees reporting for, or performing jury service on an unscheduled workday, shall receive no compensation from the Authority.

ARTICLE XVIII – LUNCH AND REST PERIODS

1. Each employee shall be allowed a 30-minute lunch break without pay except for employees working from 3:00 PM to 7:00 AM in which case such employees may eat at their workstation as time permits during the 8-hour schedule of work.
2. All employees shall be guaranteed a paid rest period of 30 minutes per working day. Fifteen minutes shall be provided in the first four hours of scheduled work. Such rest periods may be scheduled according to the needs of the Sewerage Authority.
3. During evening, midnight, holiday and weekend shifts, the shift leader may, if working conditions permit, leave the premises in order to

obtain a meal for those employees who are working their second consecutive shift.

4. When employee works for four (4) hours beyond his/her regular quitting time, he/she shall be entitled to a thirty (30) minute meal break with pay.

## ARTICLE XIX – HOLIDAYS/PERSONAL DAYS

### HOLIDAYS:

1. Each employee affected by this agreement shall receive holiday pay for the days outlined below, provided that the employee is on the job and available for work on the employee's last scheduled work day before and, the employee's first scheduled work day after the holiday, even though in a different work week, unless excused by the Authority or absent because of illness. The Authority may, at its discretion, require a doctor's certificate as proof of illness. If a holiday falls during an employee's vacation period, the employee will receive an additional day's pay or an additional day of vacation.

The following shall constitute the official holidays of the Authority:

- (a.) For all employees hired by the SMRSA prior to January 1, 2011; New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- (b.) For all employees hired by the SMRSA either on or subsequent to January 1, 2011; New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Employees shall be compensated for the above-referenced holidays in the following manner:

1. Employees who work on the holiday will receive time and one-half for the hours worked plus an additional eight (8) hours regular pay for the holiday.
2. Employees who are given the holiday off will receive eight (8) hours' regular pay for that day.
3. Employees who are scheduled off shall receive an additional eight (8) hours regular pay in recognition of the holiday which will not be credited as time being worked for the purpose of computing overtime as outlined elsewhere in this Agreement.

**PERSONAL DAYS:**

Each employee with greater than 150 day's employment with the Authority shall receive three (3) Personal Days.

- (a) The employee must make his/her request for a Personal Day at least two (2) hours in advance of the day requested.
- (b) An employee shall not be allowed to take two (2) Personal Days during the period from Memorial Day to Labor Day.
- (c) Only one employee may be out on a Personal Day on any one particular day and selection of that employee getting the Personal Day will be based on the earlier day of request.
- (d) Personal Days cannot be used on any holidays for which the employee is scheduled to work.
- (e) Work schedules shall be posted at least two (2) weeks in advance.
- (f) After a new employee has completed his/her 150-day probation period, he/she shall be entitled to one (1) Personal Day for each four-month period (including the 150-day probation) during his/her first calendar year of employment.

ARTICLE XX – VACATIONS

1. Each employee who has had the length of continuous employment as specified below shall earn/accrue the working time set forth below, as vacation with pay at employee's regular rate of pay in effect at the start of such vacation. The maximum amount of vacation days earned/accrued is limited by the rate of accrual and calculated on a monthly basis. Employees are permitted to 'borrow' against unaccrued vacation to a maximum of two weeks with the understanding that it authorizes the Authority to deduct the amount of used but unaccrued vacation from the final paycheck, should that be necessary.
  - (a) During the first calendar year of employment a new employee shall earn/accrue one (1) vacation day per month, after the probationary period has been completed, but not to exceed nine (9) total vacation days in that calendar year.
  - (b) A permanent employee as of his/her second calendar year of employment to completion of fourth year of employment shall earn/accrue one (1) vacation day per month, but not to exceed twelve (12) working days of paid vacation during each calendar year of employment.
  - (c) A permanent employee as of his/her fifth calendar year of employment to completion of the sixth year of employment shall earn/accrue 1.083 vacation day per month, but not to exceed thirteen (13) working days of paid vacation during said calendar year of employment.
  - (d) A permanent employee as of his/her seventh calendar year of employment to the completion of his/her fourteenth year of employment shall earn/accrue 1.25 vacation day per month, but not to exceed fifteen (15) working days of paid vacation during said calendar year of employment.
  - (e) A permanent employee as of his/her fifteenth year of employment shall earn/accrue 1.67 vacation day per month, but not to exceed



twenty (20) working days of paid vacation during said calendar year of employment.

- (f) In order to provide the ability to take vacation early in the calendar year, a permanent employee may enter into a vacation day bank deficit up to the amount of days being owed for payment in any given pay period (currently two weeks of pay). In the event the permanent employee leaves the Authority, the employer will reconcile any vacation day bank deficit through the processing of the final paycheck.
2. Each employee shall be entitled to take both block and single vacation days throughout the calendar year.
- (a) Single vacation days are days taken in units of one day at a time. However, employees may request to take consecutive single days or utilize them as a continuation of scheduled block vacation days.
  - (b) Block vacation days are days that must be taken in consecutive order. Typically, a block of vacation days shall be in units of five days or more consistent with those days for which the employee is scheduled to work. Should a holiday fall within an employee's requested block, the employee can elect to either receive an additional day's pay for the holiday (as per Article XIX) or utilize that day as an additional block day.
  - (c) Each employee is entitled to five (5) single vacation days per year, to be subtracted from his or her total allotment, as described in paragraph one (1) above. A Vacation Request Form (provided by the Authority) must be submitted to the Superintendent or designee quarterly (first day of first month of each calendar quarter) for the scheduling of these days.
  - (d) All vacation days for which the employee is entitled to during the calendar year, other than single vacation days, are to be considered as block vacation days and must be requested accordingly. In the event that the employee's total of block

vacation days is not evenly divisible by five, the remainder shall be considered as a complete block. For example; if an employee has thirteen (13) block days to schedule, it must be done in two (2) blocks of five days each and one (1) block of three (3) days. A Vacation Request Form (provided by the Authority) must be submitted by each employee to the Superintendent or designee quarterly (first day of the first month of each calendar quarter) for the scheduling of these days.

- (e) Should an employee fail to submit a completed Vacation Request Form by the dates specified in 2(c), and 2(d), above, the employee will be given written notice of same and must submit his/her vacation request(s) by the fifteenth (15<sup>th</sup>) day of the calendar month subsequent to the deadline date. Should the employee fail to meet this submittal requirement then his/her manager will have an interview scheduled (with the Shop Steward present) as quickly as possible thereafter, at which time the Authority reserves the right to establish that employee's vacation schedule for the balance of his/her vacation days remaining, either in block or single days.
  - (f) Block and single vacation days' request(s) shall be granted on the basis of seniority. Any employee who fails to submit the required Vacation Request Form by April 30 and/or July 30 shall forfeit their seniority status with respect to vacation request(s) for those periods, respectively.
3. If prior to commencing a vacation an employee becomes incapacitated due to sickness or accident, the employee must notify the Sewerage Authority of his/her incapacity as soon as possible. When such incapacity due to accident or sickness has been substantiated, the scheduled time for the employee's vacation shall be rescheduled for a later time.
  4. All employees, at the time of retirement, resignation or lay-off, except for discharge for just cause or if an employee quits without two weeks'

- notice, shall receive payment for the period of vacation to which the employee may be entitled, but has not used as of that date for that year.
5. An employee may accrue vacation only to the extent that said employee shall have no more than one (1) accrued week (five working days) of vacation in any one calendar year. Said one (1) week (five working days) of accrued vacation must be taken in the following calendar year. The additional one (1) week (five working days) must be taken in consecutive working days.
  6. The scheduling of vacations and changes to previously approve vacations, shall be subject to the approval of the Management and shall be scheduled in a manner consistent with the operating needs of the Authority. As far as reasonably possible, vacation shall be granted in accordance with seniority.
  7. Single-day vacation requests between and including Memorial Day week and Labor Day weekend will be considered on a "special" or "case-by-case" basis only. However, it is agreed that employees are generally not entitled to utilize single vacation days during this time period.
  8. Requests for block or single vacation days that will be taken prior to April 30 shall be granted on a seniority basis provided that the senior employee has provided his/her supervisor with a reasonable (timely) notice of request.
  9. Upon the commencement of any employees twenty first (21) year of employment and each year thereafter, he/she shall be entitled to transfer up to five accumulated and unused sick days into vacation days, provided that the employee maintains a current balance of one hundred (100) unused and accumulated sick days at all times.
  10. Any employee choosing to transfer sick days into vacation days must do so in writing to their immediate supervisor prior to April 30<sup>th</sup> of each calendar year, and utilize same during that year. Once an employee transfers sick days to vacation days all of the transferred

days are subject to all of the provisions of Article XX, particularly with respect to notifications and scheduling.

#### ARTICLE XXI – OVERTIME

1. All work performed in excess of 40 hours in any one week shall be considered overtime, and compensated for at the rate of 1 ½ times the base rate. Included in the definition of 40-hour workweek shall be a holiday, vacation day, paid sick day, bereavement day and employee's absence from regularly scheduled workday because of occupational injury.
  - (a) All work performed in excess of eight hours per day shall be considered overtime and compensated for at the rate of 1 ½ times the base rate.
  - (b) All work performed in excess of 12 hours in one day and in excess of 52 hours in one week shall be considered overtime and shall be compensated at the rate of 2 times the base rate. The 13<sup>th</sup> hour or more in one day and the 53<sup>rd</sup> hour or more in one week shall be compensated at 2 times the base rate.
2. The Authority will, as far as practicable distribute the opportunity to work overtime uniformly within job classification on a rotating basis. The Authority shall have the right of assigning qualified personnel to do the overtime work. The Authority likewise has the exclusive right of distribution of overtime among qualified regular employees.
3. The Authority's need for the right to require reasonable amounts of overtime are recognized.
4. All hours worked on overtime shall be recorded on the overtime list and be kept current. All refusals to work overtime shall be charged on said list for the number of hours offered or actually worked by the employee accepting the overtime offer.
5. All probationary employees shall be offered overtime only after all permanent employees have been offered the opportunity to elect overtime.

ARTICLE XXII – TUITION REIMBURSEMENT

1. In order to improve the working knowledge of its employees, the Authority agrees to make reimbursements of reasonable tuition, books and standard fees to employees under the following circumstances:
  - (a) An employee shall first provide to the Executive Director of the Authority information about the course or courses desired to be taken, prior to registration. These courses must be job related and of a beneficial nature to the Authority. This information shall be submitted to the Executive Director for his/her approval or denial. The decision of the Executive Director shall not be the subject of a grievance.
  - (b) Thereafter, upon admission to the course, the employee shall bring receipts of payment or suitable proof of payment arrangements to the Executive Director. One-half (1/2) of these costs shall then be reimbursed to the employee.
  - (c) Upon satisfactory completion of the course or courses, the employee shall submit a transcript of his/her grades, the record of tuition and textbook payments with his/her request for reimbursement. The remaining one-half of the costs shall be reimbursed as soon as practicable thereafter. In the event the employee does not submit a transcript of his/her grades showing satisfactory completion of a course or courses, employee shall not be entitled to balance of costs and shall reimburse the Sewerage Authority for tuition advanced by reasonable deductions from future bi-weekly salary by Sewerage Authority.
2. Recognizing the benefit to both the Authority and the employee it has been agreed to establish a “Wastewater Maintenance Technician Program” in connection with the Monmouth County Vocational School District and the United States Department of Labor, hereinafter referred to as MCVSD and USDOL respectively.
  - (a) The apprenticeship program shall be a four-year cooperative effort between the aforementioned agencies, the Authority and

the selected employee(s), culminating with the successful employee(s) being certified as a Wastewater Maintenance Technician.

- (b) Employees interested in participating in the program shall submit a written request to the Superintendent for ultimate approval or denial by the Executive Director. The decision of the Executive Director shall be binding and not be the subject of a grievance. The Authority reserves the right to limit the number of employees participating in the program at any one time and to also have the final decision in the individual employee's course selection(s). Course selections shall be a minimum of four, as outlined by the USDOL guidelines, including but not limited to, Electrical, Mechanical, Welding, Tool and Die, H.V.A.C. and others.
- (c) Subsequent to receiving authorization to enter the program the employee shall be reimbursed for tuition cost as provided for in Article XXII, paragraph 1(b), and 1(c), of this Agreement.
- (d) Nothing contained in the USDOL and/or MCVSD procedures and/or guidelines shall be construed to be, by the Authority and/or the employee, an addendum to this contract, and that all of its provisions remain intact and enforceable.
- (e) Upon successful completion of the Apprenticeship Program and the employee providing proof of Certification as a Wastewater Maintenance Technician, the employee may be entitled to incentive pays as provided for under Article XXXII of this Agreement.

#### ARTICLE XXIII – HEALTH INSURANCE BENEFITS

1. All employees hired by the Authority shall be required to make premium co-payments in accordance with P.L. 2011, c. 78. Employees are entitled to:

- (a.) Participation in one of the medical health insurance plans as offered and administered through the New Jersey State Health Benefits Program;
  - (b.) Participation in the Medical Prescription Plan administered by the New Jersey State Health Benefit Program;
  - (c.) Participation in the Blue Cross/Blue Shield Family Dental Plan or equivalent as administered by the SMRSA
  - (d.) Participation in the Family Vision Service Plan or equivalent as administered by the SMRSA
2. The Authority will provide State of New Jersey temporary disability insurance to protect employees against sickness or disability not compensable under the Workers Compensation Law. The cost to provide such coverage shall be paid by the Authority and the Employees covered under the terms of this agreement in accordance with the terms of the State Plan.
  3. The Authority has established a cafeteria plan, premium conversion program which meets any and all specific requirements and regulations of section 125 of the Internal Revenue Code providing its participants an opportunity to have their portion of health, dental and/or vision insurance premiums deducted on a pretax basis.
  4. The Authority authorized a cafeteria plan flexible spending account which meets any and all specific requirements and regulations of section 125 of the Internal Revenue Code providing its participants an opportunity to have a portion of their earnings deducted on a pre-tax basis to pay for qualified medical or dental expenses not covered by a health benefit plan.
  5. The Authority complies with all relevant provisions of Chapter 92, P.L. 2007. All qualified full-time staff who meet New Jersey's "Active at Work" status and who voluntarily waive medical benefits as provided by the State Health Benefits Program will be compensated in an amount equal to the lesser of \$5,000.00 or 25% of the amount saved and as provided for in Resolution #48-08.

## ARTICLE XXIV – PUBLIC EMPLOYEES RETIREMENT SYSTEM

1. It is compulsory that all full time employees of the Authority enroll in the Public Employee Retirement System. The Authority shall continue to contribute the proper amounts for all eligible employees under said system.
2. All employees hired by the SMRSA prior to January 1, 2011 are entitled to the retirement benefits paid for by the Authority as provided for in Chapter 88 of the Public Employee Retirement System, and adopted by the Authority by Resolution #18-94 (or equivalent).
3. All employees hired by the SMRSA either on or subsequent to January 1, 2011 shall receive Chapter 88 post-retirement health care benefits with 80% of this premium cost being paid for by the Authority, the employee would be required to pay twenty per cent (20%) of the value of the annual cost of all Health Care benefits either provided to and/or selected by the retiree and or their beneficiaries.
4. Employees under this category must have a minimum of 15 years consecutive employment or service with the SMRSA to be eligible for Authority sponsored retirement health care benefits.
5. The Authority, by Resolution of the Board, may grant a temporary leave of absence in accordance with the regulations of the N.J. Division of Pensions and the State Health Benefits Program.
6. The Authority, by Resolution of the Board, may grant a temporary sick leave of absence for three months in accordance with the regulations of the N.J. Division of Pensions and the State Health Benefits Program.

## ARTICLE XXV – WORKERS’ COMPENSATION

The Authority shall provide worker’s compensation insurance as provided by law.

1. In the event a full time employee of the Authority is injured or becomes sick as a result of an accident arising in and out of his/her



employment with the Authority, and the said injury or sickness is determined to be compensable under N.J.S.A. 34:15-1, et seq., the Authority shall, during the period of disability not to exceed six weeks, commencing with the date of the injury or sickness, pay a sum of money which, together with the weekly temporary disability payments, will equal the salary of the employee, based on a 40-hour week.

- (a) “Temporary disability” shall be defined as the time between when the employee is first unable to continue work by reason of the accident or sickness, up to the first working day that the employee is able to resume work and continue permanently thereafter.
- (b) The Authority reserves the right to determine if the employee is fit to return to permanent full time employment.
- (c) In order to make this determination, the Authority shall rely on a medical examination by a medical doctor of the Authority’s choice.
- (d) The Authority may elect in its sole discretion, to continue payments as set forth in Section 1 thereof, after the aforesaid six-week period during the employee’s continued temporary disability.

#### ARTICLE XXVI – SICK LEAVE POLICY

- 1. Sick days are granted by the Authority for use by the employee for illness and are not to be considered vacation days. Permissible uses of earned sick time include when an employee or a family member is sick, for routine medical care, to deal with issues related to domestic or sexual violence, to attend a child’s school related meeting or event or when schools are closed due to a public health emergency.
- 2.
  - a) All employees hired by the SMRSA prior to January 1, 2011 shall accrue twelve days of sick leave for each calendar year.
  - b) All employees hired by the SMRSA either on or subsequent to January 1, 2011 shall during the employees first calendar year of

employment accrue/earn one sick day per month of service to a maximum of ten (10) total sick days. Thereafter any and all employees hired after January 1, 2011 but before July 1, 2017 shall accrue/earn ten days of sick leave on an annual basis.

c) All employees who commence employment on or after July 1, 2017 shall accrue/earn one sick day per month up to six (6) days during their first calendar year of employment. Thereafter, such employees shall accumulate 9 days per year (2018 and thereafter).

d) All part time employees shall earn paid time off at a rate of one hour of sick time for every 30 hours worked, up to a maximum of 40 earned sick leave hours per year.

3. Any absence of three consecutive days or longer shall be substantiated by a physician's certificate without request by management. Sick leave may be utilized only for bona fide illness, accident or exposure to contagious disease which necessitate absence from work. A certificate by the attending physician shall be required at the discretion of the Executive Director. (An employee may utilize a sick day to care for a family member who is under physicians' care. Said employee must provide physicians' certificate that the employee is administering the prescribed care.)
4. Any employee who accumulates up to four (4) sick days which are uncertified by a physician in any calendar year must have all subsequent sick days in that calendar year certified by a physician. Failure to provide these required certifications upon the employees' return to work will result in the employee not being paid for that day.
5. During the course of each calendar year, should an employee call in sick either prior to or immediately after the employees normally scheduled days off from work on more than three separate occasions than for the balance of that calendar year all subsequent sick days taken either prior to or immediately after the employees already scheduled days off from work by that employee must be certified by a physician. Failure of the employee to provide this certification upon

his or her return to work will result in the employee not being paid for that day and all subsequent uncertified days.

6. Any employee who calls in sick without a physician's certificate either prior to or immediately after the employees normally scheduled days off from work shall be automatically rotated to the bottom of the overtime rotation list.
7. Sick leave may be utilized only for bona-fide illnesses, accidents or exposure to contagious diseases, which necessitate absences from work. Should sick leave usage of an individual employee be suspect or demonstrate a pattern of abuse to the Authority, then at the discretion of the Executive Director a physician certification may be required.
8. Unused sick leave days can be accumulated from year to year. Sick leave is to be used only for any extended absence due to sickness or accident and will not be granted as credit towards early retirement.
9. For all employees hired prior to January 1, 2015, upon retirement through the PERS retirement system, job related permanent disability or death, shall be paid for accrued and unused sick leave in an amount not to exceed \$15,000.00, and up to a maximum of 100 days in accordance with the following schedule:

Total Number of Days Accrued	Eligible Days	Reimbursement Value
100	50	100%
Between 90-99	45	90%
Between 80-89	40	80%
Between 70-79	35	70%
Between 60-69	30	60%
Between 50-59	25	50%

Employees with less than fifty days accrued are not entitled to reimbursement.

*Example:*

*The entitlement for a Journeyman earning \$32.50 per hour who is retiring with 69 total accrued days of sick time would be calculated as follows:*

*69 total accrued days of sick time equals 30 eligible days*

$$\begin{array}{rcccl} \underline{30} & \times & \underline{260.00} & \times & \underline{60\%} & = & \$4,680.00 \\ \text{Eligible} & & \text{Current Daily} & & \text{Reimbursement} & & \\ \text{Days} & & \text{Rate} & & \text{Value} & & \end{array}$$

ARTICLE XXVII – SAFETY

1. The Authority shall provide safety shoes, as described in ARTICLE XXVIII, for all employees covered under the terms of this agreement. It is the opinion of both the Authority and the Union that it be mandatory as a necessary safety procedure for each such employee to wear safety shoes.
2. The Authority agrees to provide each permanent employee who is required to wear prescription eyeglasses, with one pair of prescription safety glasses (frames and lenses only) annually. The Authority reserves the right to select the eyeglass vendor and the type/style of frames and lenses made available to the employee. Each employee eligible for the prescription safety glasses will be responsible for his or her individual arrangements to receive same through their Superintendent.

ARTICLE XXVIII – CLOTHING AND SAFETY SHOES ALLOWANCES

This allowance shall be credited to each employee’s account, upon completion of his/her initial 150 days of employment, at the rate of \$225.00 during the first six months of each year, and the balance of \$225.00 during the second six months of each year. This allowance shall be credited to each employee’s account, and the uniform and safety shoes shall be purchased through South Monmouth Regional Sewerage Authority.

The Authority shall provide to each permanent employee (after 150 days of employment) an allowance of \$450.00 per calendar year for the purpose of purchasing uniforms and/or safety shoes. During an employee's probationary period, he/she will be required to wear safety shoes and may purchase same utilizing the respective portion of the annual allowance as indicated. In such a case, the remaining balance left in the individual employee's account will be available for the purchase of clothing, after the completion of the probationary period.

The Authority reserves the right to establish clothing issue standards and vendor purchase agreements to facilitate the above, such that all uniforms and safety shoes shall be purchased through the Authority.

In the event an employee cannot purchase a suitable safety shoe from the Authority's prescribed vendor, he or she will be allowed to purchase a safety shoe from a vendor of the employees' choice, and be reimbursed for 100% of the cost for same provided that the conditions are adhered to.

1. The employee must notify the Superintendent of the non-availability of suitable safety shoes from the Authority vendor.
2. All safety shoes must be steel toed (certified by either OSHA and or ANSI) and must be worn at work.
3. The employee must provide the Authority with a receipt of payment for the said safety shoes and complete the necessary requisition and voucher forms.
4. All reimbursements will be paid to the respective employee(s) subsequent to a regular meeting of the Authority and in accordance with its bill payment and vouchering procedures.
5. Employees are entitled to reimbursement for a maximum of two pairs of safety shoes per calendar year from their respective annual clothing allowance. In the event of unusual and unforeseeable circumstances an employee may request from the Superintendent and/or Executive Director special consideration for purchasing one additional pair of safety shoes (payable from their allowance) on a case-by-case basis. Note, that the Authority is under no obligation to grant said request.

6. Employees shall be prohibited from the unauthorized altering of Authority issued clothing such as the removal of sleeves from shirts, jackets and alike, and/or the attachment of a non-uniform embroidery's etc. Said clothing is expected to be kept neat and clean and must be discarded when no longer presentable. Note that the washing and drying machines provided by the Authority for the cleaning of uniforms are to be utilized for that purpose only, the washing of personal clothing, garments linens, etc. is strictly prohibited.

ARTICLE XXIX – UNION ACTIVITIES AND RESPONSIBILITIES -  
WORKPLACE DEMOCRACY ENHANCEMENT ACT

In general, the Union shall not engage in any Union business, discussion or activities during regular working hours, except as set forth under Article VI entitled GRIEVANCE PROCEDURE.

- (a) Members of the Union Negotiating Committee, limited to three (3) in number, shall be paid the regular wage during the time the employee is scheduled to perform normal, assigned duties while negotiating the terms of the collective bargaining agreement with the Authority or the Authority's Negotiating Committee.
- (b) Pursuant to the Workplace Democracy Enhancement Act, the Authority shall provide the Union 30 minutes to meet with the new hire during the orientation process, within 30 days of hire.

ARTICLE XXX – JOB CLASSIFICATIONS

The outline of duties for each job classification is set forth on pages 43 through 69.

ARTICLE XXXI – WAGES

Attached hereto and made a part hereof is the Schedule A "Wage Rate List," which illustrates, by job classification, and length of service, hourly wages for the entire term of this agreement and made retroactive to January 1, 2019.

ARTICLE XXXII – LICENSING PROGRAM/INCENTIVE PAY

To encourage employees to become more qualified in the operation/maintenance of the treatment plant and/or systems, the Authority agrees to maintain an ongoing Licensing Program and Incentive Pay. Employees shall continue to receive the license incentive so long as the employee continues in good faith to study and take the examination for the next higher license. Should an employee cease to study and take the test for the next higher examination, the Employee shall no longer be entitled for the license incentive. Notwithstanding the forgoing, Employees shall remain entitled to receive the incentive for maintaining an S-1/C-1 license regardless of continuing to study/sit for the examination of any higher license.

(a) Licensing Program:

In accordance with NJAC 7:10A each license holder shall be required to meet the continuing education requirements for license renewal, wherein based upon an individual's license classification certain Training Contact Hours (TCH) must be completed every three NJ State fiscal years. The Authority agrees to maintain adequate funds in its budget to provide for all employees who are eligible to receive License Incentive Pay. It shall be incumbent upon the employee to arrange an interview with the Superintendent, annually, to discuss and arrange a training schedule that will meet the individual's TCH objective. The Authority reserves the right to select each licensee's training needs and schedules, disputes over same shall be non-grievable. Additionally, a licensee's failure to schedule Superintendent interviews on a timely basis that may result in not reaching the TCH objectives and the possibility of license revocation shall be non-grievable.

(b) Incentive Pay:

Incentive pay shall be paid to each employee who meets the eligibility requirements established above and possesses one or more of the licenses or certifications outlined below, in four equal payments (at

the conclusion of each fiscal quarter) during any given calendar year, except during the year a particular license or certification has been obtained. In that case, the employee will receive the full annual incentive, paid in equal payments, based upon the remaining quarters of that particular calendar year. Employees shall only be entitled to incentive pay for either one license or one certification in any calendar year, with the annual incentive pay being commensurate with the superior license or certification held.

Annual Incentive

S-4 & C-4, N.J. State Sewerage Operator’s License	\$ 2,500
S-3 & C-3, N.J. State Sewerage Operator’s License	\$ 1,700
S-2 & C-2, N.J. State Sewerage Operator’s License	\$ 1,000
S-1 & C-1, N.J. State Sewerage Operator’s License	\$ 500
Certified Wastewater Maintenance Technician	\$ 2,000

(c) Alternate Licensed Operator(s) Pay:

The designated “Alternate Licensed Operator(s)” shall be paid a \$75/day/license (S3 and/or C3) stipend during the period of out of state unavailability of the Licensed Operator(s) of Record.

ARTICLE XXXIII – LONGEVITY PAY

After an employee has completed his/her fifth year of employment with the Authority, the employee shall be entitled to longevity pay for each year of employment thereafter as follows:

	Employees Hired prior to <u>January 1, 2001</u>	All other <u>employees</u>
6 <sup>th</sup> yr. through the completion of the 9th yr.	\$ 650	\$ 550
10 <sup>th</sup> yr. through the completion of the 14th yr.	\$ 900	\$ 750
15th yr. through the completion of the 20th yr.	\$1,200	\$1,050
20 <sup>th</sup> year and beyond	\$1,500	\$1,500



1. The Authority shall pay longevity to each employee so entitled, as set forth herein, on the first pay period following the anniversary date of employment in of each year.
2. For an employee to be entitled to longevity pay for the year, he/she must be employed by the Authority through their anniversary date of employment.

#### ARTICLE XXXIV – DISCRIMINATION

The Authority will not discriminate against any officer, representative, or steward of the Union because or by reason of any lawful, orderly action taken by him/her, or them in good faith, under or pursuant to the provisions of this agreement and the Authority agrees not to discriminate or coerce any member of the bargaining unit because of his/her union affiliation.

#### ARTICLE XXXV – TERMINATION OR EXTENSION OF AGREEMENT

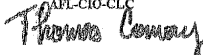
1. The terms of this agreement shall continue for a period of three (3) years from January 1, 2019 to December 31, 2021.
2. In the absence of written notice given at least 60 days prior to the expiration date by either party to the other of the intention to terminate, this agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as 60 days' notice is given prior to the annual expiration date.
3. In the event that any Federal, State or Municipal legislation and/or Court of competent jurisdiction causes any portion of this agreement to become invalid, it is agreed that all other portions of this agreement shall remain in full force and effect.
4. The parties hereto agree that nothing herein contained shall be construed to prevent either party hereto from pursuing each and every remedy available to it either at law, in equity or by statute, either now existing or hereafter to exist, and the execution of this agreement shall in no way effect a limitation of those remedies to either party.
5. This contract constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the

employment of employees. The parties acknowledge that they have had opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

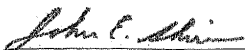
6. This Agreement shall not, however, become effective until countersigned by all duly authorized representative of the United Steel Workers AFL-CIO-CLS on behalf of its Local # 4-406, and South Monmouth Regional Sewerage Authority, hereinafter referred to as the (Employer).

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, or caused those presents to signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

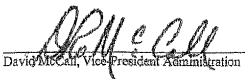
UNITED STEEL WORKERS  
AFL-CIO-CLC



Thomas Conway, International President



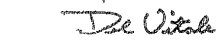
John Shitun, Secretary/Treasurer



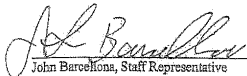
David McCull, Vice President Administration



Fred Redmond, Vice President  
Human Affairs



Fred Redmond, Director, District #4



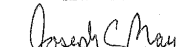
John Berzella, Staff Representative



Cary Brand, President, LU-#4-406

Approved this 1st day of April 2020

SOUTH MONMOUTH REGIONAL  
SEWERAGE AUTHORITY



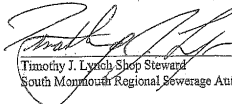
Joseph C. May, Chairman  
South Monmouth Regional Sewerage Authority



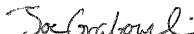
Ryan R. Kraus, Executive Director  
South Monmouth Regional Sewerage Authority



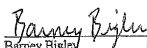
Bernard J. Bujak, Director of Human Resources  
South Monmouth Regional Sewerage Authority



Timothy J. Lynch, Shop Steward  
South Monmouth Regional Sewerage Authority



Joseph Grabowski  
South Monmouth Regional Sewerage Authority



Barney Bigley  
South Monmouth Regional Sewerage Authority

ATTEST:



Ken Farrell, Secretary  
South Monmouth Regional Sewerage Authority

## JOB DESCRIPTION

### Senior Operator

**Background:** This position falls under the Authority's Operations Division which provides for the direct oversight of the day-to-day Authority wide operational requirements, both at the Treatment Plant and in the Collection and Conveyance Systems. Integral to this position is providing support in the form of mechanical, building and grounds maintenance, collection systems operation, analytical services, record keeping as well as any and all other support services as required by the Authority. Reports directly to the Plant Superintendent and assists the Support Services Manager in the supervision of the Operations Division staff and Support Services Workers. Will act as Operations and or Support Services Manager on all occasions when and as directed.

Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide a model and mentorship for others to follow, therein promoting the growth and advancement of other subordinate employees in their respective positions. Persons working in this position shall take direction from management including the Plant Superintendent and Systems Support Management in carrying out workloads, goals and objectives and shall act as a liaison to other subordinate positions in accomplishing the Authority mission, as required.

This classification is distinguished from all other Support System classifications by the level of responsibility and the handling of complex issues that require advanced expertise.

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#### **Principal Duties and Responsibilities:**

Will assist the Plant Superintendent and Support Services Manager(s) with shift schedules and in overall training, both for the Plant Operations and Support Services personnel.

Senior Operator (Continued)

The duties of a Senior Operator shall include, but not be limited to, the following:

In the absence of the Licensed Operator of Record, a Senior Operator may be required to act as “Alternate Licensed Operator” in order to cover the system during the out of state unavailability of the Licensed Operator of Record. During this period, the designated “Alternate Licensed Operator” will be paid a stipend in accordance with Article XXXII Licensing Program/Incentive Pay.

Operating all process equipment, regulating flows, valves, pumps controllers and any related equipment necessary to control the process  
Ensures compliance with all NJDEP operating requirements of the Authority

Maintain proper legible records and prepare Maintenance reports

Largely responsible for scheduling coordinating and implementation of all required sampling and analytical work

Check all equipment for proper operations and monitor all mechanical and operation support systems Authority wide

Assist in the direct day-to-day operation of the Authority Treatment Plant

Responsible to ensure that subordinates practice proper housekeeping

Must work shift work including weekends and holidays as required

Ensures that subordinate staff complies with all safety standards and take immediate corrective measures should a safety hazard occur

Must report all equipment malfunctions and operational irregularities to the Plant Superintendent and/or Support Services Manager

**Qualifications:**

1. Successful completion of the Introductory and the advanced courses in Water and Wastewater (rated by the State of New Jersey to require an S-4 license at that facility).
2. A Minimum of 6 years’ experience as an Operator at the Authority, or other equivalent Experience.

### Senior Operator (Continued)

3. Must have as a minimum an S-3 & C-3 license and be working towards additional and higher grade S and C licensing
4. Demonstrate the knowledge and understanding of mechanical maintenance and systems, ability to troubleshoot problems and communicate well with others
5. Must have proven leadership qualities, and actively pursue continued industry related training and self-development as it relates to this position and the Authority's overall goals and objectives
6. Ability to work with hand and power tools
7. Must possess a valid New Jersey Driver's license
8. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves the right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles
9. Capable of receiving and carrying out both oral and written instructions
10. Capable of providing instructions both oral and written to others
11. High School diploma

### **Supervisory Control:**

The Senior Operator will work under the supervision of the Plant Superintendent and System Support Manager from whom he/she will receive his/her general direction.

## JOB DESCRIPTION

### Operator

**Background:** This position falls under the Authority's Operations Division which provides for the direct oversight of the day-to-day Authority wide operational requirements, both at the Treatment Plant and in the Collection and Conveyance Systems. Integral to this position is providing support in the form of mechanical, building and grounds maintenance, collection systems operation, analytical services, record keeping as well as any and all other support services as required by the Authority. Reports directly to the Plant Superintendent and Support Services Manager in the supervision of the Operations Division staff and Support Services Workers. Will act as Operations and or Support Services Manager on all occasions when and as directed.

Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide a model and mentorship for others to follow, therein promoting the growth and advancement of other subordinate employees in their respective positions. Persons working in this position shall take direction from management including the Plant Superintendent and Systems Support Manager, in carrying out workloads, goals and objectives and shall act as a liaison to other subordinate positions in accomplishing the Authority mission, as required.

This classification is distinguished from all other Support System classifications by the level of responsibility and the handling of complex issues that require advanced expertise.

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#### **Principal Duties and Responsibilities:**

Will assist the Plant Superintendent and Support Services Manager(s) with shift schedules and in overall training, both for the Plant Operations and Support Services personnel.

Operator (Continued)

The duties of an Operator shall include, but not be limited to, the following:

In the absence of the Licensed Operator of Record, an Operator may be required to act as “Alternate Licensed Operator” in order to cover the system during the out of state unavailability of the Licensed Operator of Record. During this period, the designated “Alternate Licensed Operator” will be paid a stipend in accordance with Article XXXII Licensing Program/Incentive Pay.

Operating all process equipment, regulating flows, valves, pumps controllers and any related equipment necessary to control the process ensures compliance with all NJDEP operating requirements of the Authority

Maintain proper legible records and prepare Maintenance reports

Largely responsible for scheduling coordinating and implementation of all required sampling and analytical work

Check all equipment for proper operations and monitor all mechanical and operation support systems Authority wide

Assist in the direct day-to-day operation of the Authority Treatment Plant

Responsible to ensure that subordinates practice proper housekeeping

Must work shift work including weekends and holidays as required

Ensures that subordinate staff complies with all safety standards and take immediate corrective measures should a safety hazard occur

Must report all equipment malfunctions and operational irregularities to the Plant Superintendent and/or Support Services Manager

**Qualifications:**

1. Successful completion of the Introductory and the advanced courses in Water and Wastewater
2. Must have as a minimum an S-1, license and be working towards additional and higher grade S and C licensing



Operator (Continued)

3. Demonstrate the knowledge and understanding of mechanical maintenance and systems, ability to troubleshoot problems and communicate well with others
4. Must have proven leadership qualities, and actively pursue continued industry related training and self-development as it relates to this position and the Authority's overall goals and objectives
5. Ability to work with hand and power tools
6. Must possess a valid New Jersey Driver's license
7. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves the right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles
8. Capable of receiving and carrying out both oral and written instructions
9. Capable of providing instructions both oral and written to others
10. High School diploma

**Supervisory Control:**

The Operator will work under the supervision of the Plant Superintendent and Systems Support Manager from whom he/she will receive his/her general direction.

## JOB DESCRIPTION

### Operator Journeyman

**Background:** This position falls under the Authority's Operations Division which provides for the direct oversight of the day-to-day Authority wide operational requirements, both at the Treatment Plant and in the Collection and Conveyance Systems. Integral to this position is providing support in the form of mechanical, building and grounds maintenance, collection systems operation, analytical services, record keeping as well as any and all other support services as required by the Authority.

Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide a model and mentorship for others to follow, therein promoting the growth and advancement of other subordinate employees in their respective positions. Reports directly to the Plant Superintendent and Operators, in carrying out workloads, goals and objectives and shall act as a liaison to other subordinate positions in accomplishing the Authority mission. Individuals in this position are expected to be refining their individual skills and abilities in anticipation of advancement in either the Operations and/or Support Divisions of the Authority as positions become available.

### **Principal Duties and Responsibilities:**

The duties of an Operator Journeyman shall include, but shall not be limited to the principal duties and responsibilities below. Moreover, persons in this position are expected to demonstrate upward mobility potential through personal development. Operator Journeyman shall be continuing to understand the specifics of the Authority's treatment plant and conveyance systems operations. They will be assigned increased responsibility and job assignments related thereto as they develop with time in grade with the intent of their becoming Operators as positions become available.

Operator Journeyman (Continued)

1. Yard work including all maintenance of grounds and tanks
2. General housekeeping including all janitorial type work necessary to maintain clean areas and vehicles
3. General maintenance of plant units and piping including cleaning, scraping, sanding, sandblasting and painting to properly preserve and maintain such units
4. Provide general assistance to the Shift Operator
5. Must report process irregularities and safety hazards to the Shift Operator
6. When assigned by the Shift Operator or Plant Superintendent, to assist the Support Division
7. Must be able to work shift work including weekends and holidays as required

The assistance contemplated is, more or less, operations related and is intended to provide skilled help to the Operator.

**Qualifications:**

1. Ability to work with hand and power tools
2. Must possess a valid New Jersey Driver's license
3. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves the right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles
4. Capable of receiving and carrying out both oral and written instructions
5. Capable of providing instructions both oral and written to others
6. High School diploma preferred

**Supervisory Control:**

Reports to the Shift Operator for his/her assignments

## JOB DESCRIPTION

### Operations/Lab Support Technician

**Background:** This position falls under the Authority's Operations Services Department which provides support in the form of laboratory, operations, permitting as well as any and all other support services as required by the Authority. Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide personalized instruction, guidance as well as to mentor subordinate positions within the Authority and promote the growth and advancement of other employees in those positions. Persons working in this position shall take direction from management, Lab Technician and Authority Engineer in establishing workloads, goals and objectives and shall act as a liaison to other subordinate positions in accomplishing the Authority mission.

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### **Principal Duties and Responsibilities:**

The Operations/Lab Support Technician is responsible for support of laboratory routine and "special" wastewater tests which are designed to help achieve the desired effluent goal. All tests shall be performed in accordance with the rules and regulations governing laboratory certification and standards of performance established by the New Jersey Department of Environmental Protection. In addition the Operations/Lab Support Technician is responsible for support of the Authority's permitting and reporting requirements to Federal, State, and Local authorities. In addition the Operations/Lab Support Technician will support the Authority's efforts in Computerized Maintenance Management Programs (CMMPs) and Asset Management. Individuals in this position are expected to develop skills and abilities with time in grade to facilitate the sampling/reporting requirements of the Authority. Individuals in this position are expected to be refining their individual skills and abilities in anticipation of becoming Lab Technician when position(s) becomes available.

Operations/Lab Support Technician (Continued)

The duties of the Operations/Lab Support Technician shall include, but not be limited to, the following:

Assist Laboratory, Operations and Engineering staff in carrying out duties as assigned

Assist Operators with their duties and assignments

Identify and/or develop strategies to help the Authority to more efficiently meet its mission

Perform other job-related duties as assigned.

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**Qualifications:**

1. Bachelor's Degree in Biology or related science(s)
2. Required to demonstrate general skills and/or qualifications with good written and oral communications skills
3. General understanding of laboratory procedures quality control, asset management planning and the associated software programs of same.
4. Experience in a Laboratory setting with specific knowledge/ experience of sampling and analysis of wastewater parameters including but not limited to CBOD, TSS, TS and TVS.
5. Must possess a valid New Jersey Driver's license
6. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves the right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles.

**Supervisory Control:**

Reports to Lab Technician and Authority Engineer under the direction of the Plant Superintendent

## JOB DESCRIPTION

### Support Services Leader

**Background:** This position falls under the Authority's Support Services Department which provides support in the form of mechanical, building and grounds maintenance, collection systems operation, vehicle maintenance and repair as well as any and all other support services as required by the Authority. Reports directly to the Plant Superintendent and Support Services Manager and assists the Superintendent and Support Services Manager in the supervision of the Shift Operators and Support Services Workers. Will act as Plant Superintendent and/or Support Services Manager on all occasions when the Plant Superintendent and/or Support Services Manager are not at the facility.

Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide a model and mentorship for others to follow, therein promoting the growth and advancement of other subordinate employees in their respective positions. Persons working in this position shall take direction from management, in carrying out workloads, goals and objectives and shall act as a liaison and be in a position of direct general charge and supervisory control to all other subordinate positions in accomplishing the Authority mission.

This classification is distinguished from all other Support System classifications by the level of responsibility and the handling of complex issues that require advanced expertise.

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#### **Principal Duties and Responsibilities:**

Will assist the Plant Superintendent and Support Services Manager with shift schedules and in overall training, both for the Plant Operations and Support Services personnel

### Support Services Leader (Continued)

The duties of a Support Services Leader shall include, but not be limited to, the following:

Operating all process equipment, regulating flows, valves and any related equipment necessary to control the process

Maintain proper legible records and prepare Maintenance reports. Largely responsible for the continued use and expansion of the existing CMMP

Check all equipment for proper operations and monitor all mechanical and operation support systems Authority wide

Assist in the direct day-to-day operation of the Authority collection and conveyance system

Ensure that subordinates practice proper housekeeping

Ensures that subordinate staff complies with all safety standards and to take immediate corrective measures should a safety hazard occur

Must report all equipment malfunctions and operational irregularities to the Plant Superintendent and/or Support Services Manager

Adhere to all directives issued by the Plant Superintendent and or Support Services Manager

Must be able to work shift work including weekends as holidays as required

### **Qualifications:**

1. Minimum of six years of experience in a treatment facility (rated by the State of New Jersey to require an S-4 license at that facility)
2. Successful completion of the Introductory and Advanced courses in Water and Wastewater
3. Must have as a minimum an C-2, and preferably a S-2 license and be working towards an C-3 and S-3 licensing
4. Demonstrate the knowledge and understanding of Mechanical maintenance and systems, ability to troubleshoot problems and communicate well with others

### Support Services Leader (Continued)

5. Must have proven leadership qualities, and actively pursue continued industry related training and self-development as it relates to this position and the Authorities overall goals and objectives
6. Ability to work with hand and power tools
7. Must possess a valid New Jersey Driver's license
8. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves its right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles
9. Capable of receiving and providing out both oral and written instructions
10. High School diploma

### **Supervisory Control:**

The Support Services Leader will work under the supervision of the Superintendent and/or Support Services Manager from whom he/she will receive his/her general direction.



## JOB DESCRIPTION

### Support Services - Mechanic

**Background:** This position falls under the Authority's Support Services Department which provides support in the form of mechanical, building and grounds maintenance, vehicle maintenance and repair as well as any and all other support services as required by the Authority, including but not limited to the maintenance and operation of the Authorities entire collection systems (pumping stations, force mains, interceptors etc.). Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide limited personalized instruction, guidance as well as to mentor subordinate positions within the Authority and promote the growth and advancement of other employees in those positions. Persons working in this position shall take direction from management and leaders in carrying out workloads, goals and objectives and shall act as a liaison in supervising or supporting other subordinate positions in accomplishing the Authority mission. This classification is distinguished from all other Support System classifications by the level of responsibility and the handling of complex issues that require advanced expertise.

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### **Principal Duties and Responsibilities:**

The Mechanic is responsible for the repair and maintenance of all the Authority's machinery, control equipment and vehicles, with extremely limited supervision. Persons filling this position are assumed to be proficient in the positions, duties and responsibilities and to be developing or refining individual skill sets in anticipation of potential upward career mobility as a Leader should position vacancies develop.

The duties of the Mechanic shall include, but not be limited to, the following:

### Support Services – Mechanic (Continued)

Visually inspect all equipment to determine irregularities, malfunctions, deterioration or obsolescence of same and report to the Superintendent and/or Systems Support Leader

Repair, maintain, install and overhaul all mechanical equipment Instruct other relevant Authority staff on all aspects of the department in terms of policies, standard operating and maintenance procedures, and safety as assigned

Maintain supporting tool and equipment inventories and report needed spare parts and equipment to the Superintendent and/or Systems Support Leader

Perform all preventative maintenance as outlined in manufacturer's O&M Manuals, CMMP's etc.

Responsible for tracking and logging work order data in CMMP

Implement and monitor safety procedures when working on equipment

Responsible for electrical repairs and connecting and disconnecting electrical equipment Responsible for all piping and other plumbing repairs as required with decreasing supervision over time in grade

Operate, Control and Maintain the Authorities Conveyance and Collection System

### **Qualifications:**

This is a position where employees are expected to be continually self-developing and gaining knowledge and skill sets from the Leader and management.

1. Minimum of five years' experience on pumps and/or related machinery and equipment, or in the alternative, minimum of four (4) years' experience with SMRSA as an Journeyman I, or equivalent experience.
2. Must be able to troubleshoot equipment malfunctions with testing equipment

Support Services – Mechanic (Continued)

3. Must have adequate knowledge of approved methods, practices, code requirements and safety standards.
4. Must be able to read blueprints
5. Must possess job-related skills such as metals cutting, pipe threading, pipefitting, pipe sweating, welding, electronic diagnosis and troubleshooting, etc.
6. Must have successfully undergone Basic Introduction to Water and Wastewater Training
7. Must be a good communicator, familiar with computerized maintenance management programs and demonstrate the ability to interact and work well with others
8. Ability to work with hand and power tools
9. Must possess a valid New Jersey Driver’s license
10. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves the right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles
11. Capable of receiving and carrying out both oral and written instructions
12. Capable of providing instructions both oral and written to others
13. High School diploma
14. Possess or be able to obtain a C-1 license and preferably in pursuit of all other S and C licenses in order
15. Must have completed the “Certified Wastewater Maintenance Program” or demonstrate other equivalent experience and training.

**Supervisory Control:**

Reports directly to the Systems Support Manager. The Mechanic shall from time to time perform duties and assume the responsibility of the Leader as determined by the Superintendent and or Support Services Manager.

JOB DESCRIPTION  
Support Services Journeyman I

**Background:** This position falls under the Authority’s Support Services Department which provides support in the form of mechanical, building and grounds maintenance, collection systems operation, vehicle maintenance and repair as well as any and all other support services as required by the Authority. Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide personalized instruction, guidance as well as to mentor subordinate positions within the Authority and promote the growth and advancement of other employees in those positions. Persons working in this position shall take direction from management, leaders and mechanics in establishing workloads, goals and objectives and shall act as a liaison to other subordinate positions in accomplishing the Authority mission.

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**Principal Duties and Responsibilities:**

The Journeyman is responsible for the overhaul, installation and maintenance and repair of the Authority’s mechanical equipment under the supervision of the Mechanic.

The duties of the Journeyman shall include, but not be limited to, the following:

- Assist the Mechanic in carrying out duties as assigned
- Perform other job-related duties as assigned by the Leader or in his/her absence, the mechanic
- To repair, maintain, install and overhaul mechanical equipment
- Instruct apprentices and/or workers as assigned
- Implement safety procedures when working on equipment
- Responsible for minor electrical repair and connection/disconnecting electrical equipment
- Responsible for reporting needed spare parts and equipment to the mechanic or Leader

## Support Services Journeyman I (Continued)

### Qualifications:

1. Persons in this position must possess a minimum of four(4) years of experience with SMRSA as a Support Services Journeyman II (or equivalent experience) with demonstrated mechanical ability and be recommended by the Superintendent and Systems Support Manager, for consideration of filling the position.
2. Persons in this position must be capable of working independently as well as with other Support Services team members. They are expected to be capable of conducting all routine/regular and cyclical mechanical maintenance activities with a minimum of direct supervision.
3. Possess or be able to obtain a C-1 license and preferably in pursuit of all other S and C licenses in order.
4. Must be working towards and have achieved a minimum of 60% of the Related Instruction requirements of the “Certified Wastewater Maintenance” program.
5. Ability to work with hand and power tools
6. Must possess a valid New Jersey Driver’s license
7. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves the right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles
8. Capable of receiving and carrying out both oral and written instructions
9. High School diploma preferred

### Supervisory Control:

Reports to System Support Manager, Leader and Mechanic

## JOB DESCRIPTION

### Support Services Journeyman II

**Background:** This position falls under the Authority's Support Services Department which provides support in the form of mechanical, building and grounds maintenance, collection systems operation, vehicle maintenance and repair as well as any and all other support services as required by the Authority. Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide personalized instruction, guidance as well as to mentor subordinate positions within the Authority and promote the growth and advancement of other employees in those positions. Persons working in this position shall take direction from management, leaders and mechanics in establishing workloads, goals and objectives and shall act as a liaison to other subordinate positions in accomplishing the Authority mission.

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#### **Principal Duties and Responsibilities:**

The Journeyman II is responsible for the overhaul, installation and maintenance and repair of the Authority's mechanical equipment under the supervision of the Mechanic.

The duties of the Journeyman II shall include, but not be limited to, the following:

Assist the Mechanic in carrying out duties as assigned

Perform other job-related duties as assigned by the Leader or in his/her absence, the mechanic

To repair, maintain, install and overhaul mechanical equipment

Instruct apprentices and/or workers as assigned

Implement safety procedures when working on equipment

Responsible for minor electrical repair and connection/disconnecting electrical equipment

Responsible for reporting needed spare parts and equipment to the mechanic or Leader

Support Services Journeyman II (Continued)

Qualifications:

1. Persons in this position must possess a minimum of four(4) years of experience with SMRSA as a Support Services Apprentice II (or equivalent experience) with demonstrated mechanical ability and be recommended by the Superintendent and Systems Support Manager for consideration of filling the position.
2. Persons in this position must be capable of working independently as well as with other Support Services team members. They are expected to be capable of conducting all routine/regular and cyclical mechanical maintenance activities with a minimum of direct supervision.
3. Possess or be able to obtain a C-1 license and preferably in pursuit of all other S and C licenses in order.
4. Must be working towards and have achieved a minimum of 30% of the “Related Instruction” requirements of the “Certified Wastewater Maintenance” program.
5. Ability to work with hand and power tools.
6. Must possess a valid New Jersey Driver’s license.
7. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves the right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles
8. Capable of receiving and carrying out both oral and written instructions
9. High School diploma preferred

Supervisory Control:

Reports to Leader and the Mechanic

## JOB DESCRIPTION

### Support Services Apprentice II

**Background:** This position falls under the Authority's Support Services Department which provides support in the form of mechanical, building and grounds maintenance, collection systems operation, vehicle maintenance and repair as well as any and all other support services as required by the Authority. Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide personalized instruction, guidance as well as to mentor subordinate positions within the Authority and promote the growth and advancement of other employees in those positions. Persons working in this position shall take direction from management, leaders and mechanics in establishing workloads, goals and objectives and shall act as a liaison to other subordinate positions in accomplishing the Authority mission.

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#### **Principal Duties and Responsibilities:**

The Apprentice is responsible for first echelon maintenance and repair tasks and the operation of the Authority's collection and conveyance system. Individuals in this position are expected to develop skills and abilities with time in grade to facilitate the overhaul, installation, maintenance and repair of the Authority's mechanical equipment with decreasing levels of supervision. Individuals in this position are expected to be refining their individual skills and abilities in anticipation of becoming Support System Journeyman as those positions become available.

The duties of the Apprentice shall include, but not be limited to, the following:

Assist other Support System staff in carrying out duties as assigned

Perform other job-related duties as assigned

To repair, maintain, install and overhaul mechanical equipment

Implement safety procedures when working on equipment



Support Services Apprentice II Continued)

Responsible for minor electrical repair and connection/disconnecting electrical equipment, with supervision

**Qualifications:**

1. Required to demonstrate general skills and/or qualifications
2. General understanding of maintaining mechanical equipment and systems
3. Experience in wastewater collections and conveyance systems
4. Ability to work with hand and power tools
5. Must possess a valid New Jersey Driver's license
6. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves the right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles
7. Capable of receiving both oral and written instructions

**Supervisory Control:**

Reports to System Support Manager, Leader, Mechanic

## JOB DESCRIPTION

### General Floater (prior to 1/1/19)

**Background:** This position falls under the Authority's Operations Division which provides for the direct oversight of the day-to-day Authority wide operational requirements, both at the Treatment Plant and in the Collection and Conveyance Systems. Integral to this position is providing support in the form of mechanical, building and grounds maintenance, collection systems operation, analytical services, record keeping as well as any and all other support services as required by the Authority.

Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide a model and mentorship for others to follow, therein promoting the growth and advancement of other employees in their respective positions. Reports directly to the Plant Superintendent and Operators assisting them and the Support Services Manager in carrying out workloads, goals and objectives in accomplishing the Authority mission. Individuals in this position will on a routine and regular basis cross train and support all Divisions of the Authority and are expected to develop a well-rounded understanding of the first echelon requirements of all Authority Division activities and begin to develop their individual skills and abilities in anticipation of working more independently and with less supervision. In general the Authority anticipates and encourages all holders of this position to be in pursuit of advanced skills certifications such as Operations licensing, Mechanical Apprenticeship training or other similar programs.

Responsible to assist Shift Operators in the performance of their duties

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### **Principal Duties and Responsibilities:**

The duties of a Floater shall include, but shall not be limited to the principal duties and responsibilities, below. Moreover, persons in this

General Floater (prior to 1/1/19 – Continued)

position are expected to demonstrate upward mobility potential through personal development. The Floater shall be continuing to understand the specifics of the Authority's treatment plant and conveyance systems operations and will be assigned increasing responsibility and job assignments related thereto as they develop with time in grade with the intent of their developing a more specific career path in either of the Authority Divisions as positions become available.

Yard work including all maintenance of grounds and tanks

General housekeeping including all janitorial type work necessary to maintain clean areas and vehicles

General maintenance of plant units and piping including cleaning, scraping, sanding, sandblasting and painting to properly preserve and maintain such units

Provide general assistance to the Shift Operator

Must report process irregularities and safety hazards to the Shift Operator

When assigned by the Shift Operator or Plant Superintendent, to assist the Support Division

Must be able to work shift work including weekends and holidays as required

The assistance contemplated is, more or less, labor related and is intended to provide rudimentary help when assigned. Except when he/she is sent to another location to pick up materials or supplies, he/she will be under direct and or in-direct supervision.

**Qualifications:**

1. Ability to work with hand and power tools
2. Must possess a valid New Jersey Driver's license

General Floater (prior to 1/1/19 – Continued)

3. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. The Authority reserves the right to require this position to obtain and maintain New Jersey CDL Endorsements for any and all vehicles
4. Capable of receiving and carrying out both oral and written instructions
5. High School diploma preferred

**Supervisory Control:**

Reports to the Shift Operator for his/her assignments

## JOB DESCRIPTION

### Custodian (prior to 1/1/19 only)

**Background:** This position falls under the Authority's Operations Division which provides for the direct oversight of the day to day Authority wide operational requirements, both at the Treatment Plant and in the Collection and Conveyance Systems. Integral to this position is providing support in the form of mechanical, building and grounds maintenance, as well as any and all other support services as required by the Authority.

Persons holding this position are expected to demonstrate skills, abilities and work ethics that will serve to provide a model and mentorship for others to follow. Reports directly to the Plant Superintendent and Operators assisting them and the Support Services Manager in carrying out workloads, goals and objectives in accomplishing the Authority mission. Individuals in this position will on a routine and regular basis cross train and support all Divisions of the Authority and are expected to develop a well-rounded understanding of the first echelon requirements of all Authority Division activities and begin to develop their individual skills and abilities in anticipation of advancement. In general this position is designed to be an entry level position and the Authority anticipates and encourages all holders of this position to be in pursuit of advanced skills certifications such as Operations licensing, Mechanical Apprenticeship training or other similar programs.

The assistance contemplated is, more or less, labor related and is intended to provide unskilled help to the Operations and Support divisions of the Authority.

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#### **Principal Duties and Responsibilities:**

Yard work including all maintenance of grounds and tanks

General housekeeping including all janitorial type work necessary to maintain clean areas and vehicles

Custodian (prior to 1/1/19 only - Continued)

General maintenance of plant units and piping including cleaning, scraping, sanding, sandblasting and painting to properly preserve and maintain such units

Provide general assistance to the Shift Operator

Must work shift work including weekends and holidays as required

**Qualifications:**

1. Ability to work with hand and power tools
2. Must possess a valid New Jersey Driver's license
3. Be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment
4. Capable of receiving and carrying out both oral and written instructions
5. High School diploma preferred

**Supervisory Control:**

Reports to the Shift Operator for his/her assignments

**SCHEDULE A**  
**Wage Rate List**  
**For the contract year 2019-2021**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Sr. Operator	\$ 35.04	\$ 35.75	\$ 36.92	\$ 37.65	\$ 38.41	\$ 39.18
Operator	\$ 32.55	\$ 33.21	\$ 33.85	\$ 34.75	\$ 35.45	\$ 36.15
Operational Journeyman Operations/Lab Support Technician	\$ 31.10	\$ 31.73	\$ 31.73	\$ 32.50	\$ 33.15	\$ 33.81
	\$ 22.54	\$ 23.00	\$ 23.46	\$ 23.93	\$ 24.41	\$ 24.90
Support Services -- Leader	\$ 35.04	\$ 35.75	\$ 36.92	\$ 38.10	\$ 38.86	\$ 39.64
Support Services -- Mechanic	\$ 34.89	\$ 35.60	\$ 36.05	\$ 36.45	\$ 36.45	\$ 36.45
Support Services -- Journeyman I	\$ 31.10	\$ 31.73	\$ 31.73	\$ 32.50	\$ 32.50	\$ 32.50
Support Services -- Journeyman II (after 1/1/14 only)	\$ 27.00	\$ 28.00	\$ 28.50	\$ 29.00	\$ 29.00	\$ 29.00
Support Services -- Apprentice II (after 1/1/14 only)	\$ 21.25	\$ 22.10	\$ 22.54	\$ 23.00	\$ 23.00	\$ 23.00
Floater (prior to 1/1/19 only)	\$ 28.70	\$ 29.29	\$ 29.65	\$ 30.00	\$ 30.00	\$ 30.00
Custodian (prior to 1/1/19 only)	\$ 28.18	\$ 28.75	\$ 29.10	\$ 29.45	\$ 29.45	\$ 29.45

Salary adjustment made on anniversary date in position

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