

AGREEMENT
BETWEEN
SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY
AND THE
PAPER, ALLIED-INDUSTRIAL, CHEMICAL, AND ENERGY WORKERS
INTERNATIONAL UNION
PACE LOCAL 1-149
FOR CALENDAR YEARS 2004, 2005 AND 2006

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PREAMBLE

THIS AGREEMENT made this 2nd day of October, 2003 BETWEEN: South Monmouth Regional Sewerage Authority, having its principal office at P.O. Box 42, Belmar, N.J. hereinafter referred to as “Authority”; AND: The Paper, Allied-Industrial, Chemical, and Energy Workers International Union, PACE Local 1-149, herein after referred to as “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, national origin, ancestry, age, sex, marital status, political affiliation, or a handicap 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, sex, affectional or sexual orientation, age, marital status, 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, 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 eligibles 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 affect of creating an intimidating, hostile, or offensive work environment; (ii) has the purpose or affect 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 the first pay period of each month, and transmit the sum deducted directly to the Union within 2 weeks after such deductions are made.

3. The employee may withdraw the above authorization, filing a Notice of Withdrawal in writing with the Authority, postmarked not earlier than five days prior to the anniversary date of the signing of the Authorization, or 5 days prior to the termination of the date of this Agreement, whichever is sooner.

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:

Date: _____

I certify that The Paper, Allied-Industrial, Chemical, and Energy Workers International Union, PACE Local 1-149, 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 the first payday of each month, my monthly Union dues for the preceding month, 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 written notice of withdrawal with the Authority postmarked not earlier than 5 days prior to the anniversary date of the signing of the authorization, or 5 days prior to the termination date of this agreement, whichever is sooner.

Employee's Signature

8. 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 shall pay to the Union a representative fee in lieu of dues pursuant to N.J.S.A. 34:13A-5.4.

(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.

2. 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.

3. 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.

4. 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 shift supervisor who was his or her immediate supervisor. Every reasonable effort to adjust the grievance will be made by the above-mentioned supervisor and the aggrieved employee and the shop steward.

Step 2. If a settlement is not reached within five (5) employee working days after presentation to the shift supervisor, the aggrieved employee shall within five (5) days thereafter state his/her grievance, in writing, giving the reasons therefore and said written grievance shall then be presented to the Executive Director, or his/her designee, who will have five (5) working days after the meeting held with the aggrieved employee and the Union steward to announce a decision.

Step 3. If no satisfactory settlement of the grievance is reached, then the Union may refer grievance to Sewerage Authority Grievance Committee within five (5) days of the decision of the Executive Director or his/her designee. 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 as above, 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 designee. The reference to working days shall mean Monday through Friday and shall not include Saturdays or Sundays or Holidays.

(e) The Grievance Committee composed of chief steward, and/or local Union President, and the Executive Director, or his/her designee, 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 designee 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 agree 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 work week 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 work day.

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 their supervisor 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 Supervisor involved, 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.

ARTICLE IX – SHIFT DIFFERENTIAL

1. When an employee is assigned to an eight-hour shift, he/she shall be paid one dollar (\$1) 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 one dollar and twenty-five cents (\$1.25) 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 which 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 90 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. During the probationary period, the Authority shall arrange for the physical examination of the probationary 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 90 days, 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:
 - (a) Voluntary quitting. 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 quitting.
 - (b) Discharge for cause.
 - (c) Failure to report to work within 10 working days when called back (after lay-off) after receipt of telegram and/or 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.
 - (d) Failure to be called back to work for a period of 24 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.
 - (e) Absence without leave in excess of three consecutive days without justifiable reason.

ARTICLE XIII – PROMOTIONS

1. In the event of a job vacancy, 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 chief 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 seniority 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) If no bids are received on the posted positions, the employer may fill the vacancy by hiring from outside the bargaining unit.

(f) 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 probation 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 Plant Maintenance Worker is receiving the salary as depicted on Schedule A (\$21.31) in the fourth year and is promoted to a Shift Operator he/she will receive the salary as depicted on Schedule B (\$21.85) in the second year.

Example 2:

When a Systems Worker is receiving a salary as depicted on Schedule A (\$13.10) at 6 months and is promoted to a Shift Operator he/she will receive the salary as depicted on Schedule B (\$13.42) in the start column.

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.

(a) However, a senior employee with qualification will not be laid off the premises.

(b) 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 deemed necessary by the Authority. However, the Authority will also notify the employees eligible for recall by certified letter, return receipt requested, to the employee's last address on record with the Authority stating that the employee has five (5) calendar days to notify the Authority of his/hers 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>Three Working Days:</u>		<u>Five Working Days:</u>
Mother	Mother-in-Law	Husband or Wife
Father	Father-in-Law	Son
Brother	Step-Mother	Daughter
Sister	Step-Father	Step-child
Grandmother	Step-Sister	
Grandfather	Step-Brother	
Son-in-Law	Daughter-in-Law	

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 supervisor 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 their supervisor 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 work day, 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 work station 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 week-end 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.

(a) The following shall constitute the official holidays of the Authority:

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. (*Employees may request to utilize this holiday as an additional personal day subject to the Authority's approval.)

(b) 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 90 days employment with the Authority shall receive three (3) Personal Days.

- (a) The employee must make his/her request for a Personal Day at least 48 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 90-day probation period, he/she shall be entitled to one (1) Personal Day for each four-month period (including the 90 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 be entitled to 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:

- (a) During the first calendar year of employment a new employee shall earn 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 be entitled to 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 be entitled to 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 be entitled to 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 be entitled to 20 working days of paid vacation during said calendar year of employment.

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 each employee's respective supervisor by the thirtieth (30th) day of July in each calendar year 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

his/her respective supervisor by the thirtieth (30th) day of April in each calendar year 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 (15th) 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 approved 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.

Any employee choosing to transfer sick days into vacation days must do so in writing to their immediate supervisor prior to April 30th 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 work week shall be a holiday, vacation day, paid sick day, bereavement day and employee's absence from regularly scheduled work day 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 13th hour or more in one day and the 53rd 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 Sewerage Authority for tuition advanced by reasonable deductions from future weekly salary by Sewerage Authority.

2. Recognizing the benefit to both the Authority and the employee it has been agreed to establish an "Industrial Mechanics Apprenticeship 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 an Industrial Maintenance "Mechanic Any Industry Journeyman".

(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 an Industrial Maintenance Mechanic Any Industry, the employee may be entitled to incentive pays as provided for under Article XXXII of this Agreement.

ARTICLE XXIII – HEALTH INSURANCE BENEFITS

1. The Authority shall continue to provide, at its cost and expense, the following insurance coverages:

- (a) N.J. State Health Benefits – Traditional Plan (Hospitalization and Major Medical)
- (b) Employee may substitute to a Health Maintenance Organization (HMO) as approved by the N.J. State Division of Pensions
- (c) Blue Cross/Blue Shield Family Dental Plan
- (d) Medical Prescription Plan selected and arranged by the Authority
- (e) A Family Vision Care Program selected and arranged for by the Authority.

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.

ARTICLE XXIV – PUBLIC EMPLOYEES RETIREMENT SYSTEM

1. It is compulsory that all 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 are entitled to the retirement benefits as provided for in Chapter 88 of the Public Employee Retirement System, and adopted by the Authority by Resolution #18-94.

3. 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.

4. 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.

2. During the first calendar year of full time employment, the employee will accrue one sick day for every month of service. Thereafter, an employee will accrue twelve days of sick leave for each calendar year beginning the following January 1.

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 six 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 physicians 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. One-half of the accumulated unused sick leave time shall be paid upon retirement, permanent disability or death, up to one-half of one hundred (100) days maximum.

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 immediate supervisor.

ARTICLE XXVIII – CLOTHING AND SAFETY SHOES ALLOWANCES

This allowance shall be credited to each employee's account, upon completion of his/her initial 90 days of employment, at the rate of \$167.50 during the first six months of each year, and the balance of \$167.50 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 90 days of employment) an allowance of \$335.00 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 his/her supervisor 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.

ARTICLE XXIX – UNION ACTIVITIES AND RESPONSIBILITIES

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 GRIEVANCES.

(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.

ARTICLE XXX – JOB CLASSIFICATIONS

The outline of duties for each job classification is set forth in Schedule A, which is attached hereto and made a part of hereof.

ARTICLE XXXI – WAGES

(a) For the entire term of this Agreement, employees who are hired prior to January 1, 2004 will receive wages based on "Schedule A – Wage Rate List" which illustrates hourly wages according to job classification and length of service.

(b) For the entire term of this Agreement, employees who are either hired and/or promoted subsequent to January 1, 2004 will receive wages based on "Schedule B – Wage Rate List" which illustrates hourly wages according to job classification and length of service.

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.

(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 same. It shall be incumbent upon the employee to arrange an interview with his supervisor, 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 supervisor 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 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.

	<u>Contract Year</u>
	<u>Annual Incentive</u>
(a) S-4 & C-4, N.J. State Sewerage Operator's License	\$1,150
(b) S-3 & C-3, N.J. State Sewerage Operator's License	\$ 900
(c) S-2 & C-2, N.J. State Sewerage Operator's License	\$ 650
(d) S-1 & C-1, N.J. State Sewerage Operator's License	\$ 400
(e) Certified Industrial Maintenance Mechanic Any Trade	\$1,150

ARTICLE XXXIII – LONGEVITY PAY

1. 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	All other
<u>2004</u>	<u>January 1, 2001</u>	<u>employees</u>
6 th year through the completion of the 9th year	\$ 550	\$ 450
10 th year through the completion of the 14th year	\$ 800	\$ 650
15th year through the completion of the 20th year	\$1,100	\$ 950
20 th year and beyond	\$1,400	\$1,400

	Employees	
	hired prior to	All other
<u>2005</u>	<u>January 1, 2001</u>	<u>employees</u>
6 th year through the completion of the 9th year	\$ 600	\$ 500
10 th year through the completion of the 14th year	\$ 850	\$ 700
15th year through the completion of the 20th year	\$1,150	\$1,000
20 th year and beyond	\$1,450	\$1,450

<u>2006</u>	Employees	
	hired prior to <u>January 1, 2001</u>	All other <u>employees</u>
6 th year through the completion of the 9th year	\$ 650	\$ 550
10 th year through the completion of the 14th year	\$ 900	\$ 750
15th year through the completion of the 20th year	\$1,200	\$1,050
20 th year and beyond	\$1,500	\$1,500

2. 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.

3. 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, 2004 to December 31, 2006.

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.

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

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY

By: _____

Chairman

ATTEST:

By: _____

Assistant Secretary of South Monmouth Regional Sewerage Authority

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL, AND ENERGY WORKERS
INTERNATIONAL UNION, PACE LOCAL 1-149**

By: _____

President

ATTEST:

By: _____

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL, AND ENERGY WORKERS
INTERNATIONAL UNION, PACE LOCAL 1-149**

By: _____

Shop Steward

ATTEST:

By: _____

Schedule A

A-1

JOB DESCRIPTION

PLANT MAINTENANCE WORKER

Principal Duties and Responsibilities:

Responsible to assist Shift Operators in the performance of their duties.

The duties of a Plant Maintenance Worker shall include, but shall not be limited to, the following:

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 Mechanic.

The assistance contemplated is, more or less, labor related and is intended to provide unskilled help to the Mechanic. Except when he/she is sent to another location to pick up materials or supplies, he/she will be under the direction of the Mechanic. During such time as he/she is so assigned, the Plant Maintenance Worker will be instructed by the Mechanic in the project being undertaken.

Qualifications:

Ability to work with hand and power tools. Should be able to drive all types and sizes of Authority vehicles and operate all types of portable equipment. High School diploma preferred.

Supervisory Control:

Reports to the Shift Operator for his/her assignments.

Approved: September 14, 2000

Revised: September 30, 2003

JOB DESCRIPTION
SYSTEMS WORKER

Principal Duties and Responsibilities

Responsible to assist System Foreman in the proper operation and maintenance of the Authority's pumping stations, force mains and gravity sewers.

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

1. Yard work including all maintenance of pumping station grounds.
2. General housekeeping including all janitorial type work necessary to maintain clean areas.
3. General maintenance of pumping stations units and piping including cleaning, scraping, sanding, sand blasting and painting to properly preserve and maintain such units.
4. Record, on forms approved by the Systems Foreman, all operating data as is normally required for the proper operation of pumping stations.
5. Report all malfunctions and safety hazards to the systems Foreman.
6. When assigned by the Systems Foreman, or his/her designee, to assist the Mechanic in the performance of his/her duties.

The assistance contemplated is, more or less, labor related and is intended to provide unskilled help to the Mechanic. Except when he/she is sent to another location to pick up materials or supplies, he/she will be under the direction of the Mechanic. During such time as he/she is so assigned, the Systems Worker will be instructed by the Mechanic in the project being undertaken.

7. Minimal operations functions, under the direction of the Systems Foreman, such as, but no limited to, changing the sequence of pumps, comminutors, and bubbler system compressors; changing charts which record flow data; running generators; visual observation of equipment; respond to Caution Alarms, diagnose problem and correct same or, if unable to determine, switch sequence to alternate equipment pending correction by normal shift; etc.

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JOB DESCRIPTION
SYSTEMS WORKER

(Cont.)

Qualifications:

Ability to work with hand and power tools. Must have, and maintain at all times during his employment, a valid N.J. driver's license.

Supervisory Control:

Reports to the Systems Foreperson, or his/her designee, for his/her assignments.

JOB DESCRIPTION

SHIFT OPERATOR

Principal Duties and Responsibilities:

Is responsible for operating the treatment facility under the supervision of the Plant Superintendent or the Chief Operator.

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

1. Operating all process equipment, regulating flows, valves and any related equipment necessary to control the process.
2. Maintain proper legible records and assist in the preparation of Operating report.
3. Check all equipment for proper operations and monitor all gauges, meters and control panels.
4. Responsible for good housekeeping.
5. Proper communication with Superintendent or Chief Shift Operator.
6. Must adhere to all safety standards and exhibit the ability to take corrective measures should a safety hazard occur.
7. Must report all equipment malfunctions and operational irregularities to the Superintendent or his/her designee.
8. Must adhere to all directives issued by the Superintendent or Chief Shift Operator.

Qualifications:

Minimum of three years of experience in a treatment facility rated by the State of New Jersey to require an S-4 license and successful completion of the introductory course in Water and Wastewater.

Supervisor Control

The Shift Operator will work under the supervision of the Superintendent or Chief Operator from whom he/she will receive his/her general direction.

JOB DESCRIPTION
CHIEF SHIFT OPERATOR

Reports directly to the Plant Superintendent and assist the Superintendent in the supervision of the Shift Operators and Maintenance Workers. Will act as Plant Superintendent on all occasions when the Superintendent is not at the facility for reason of: vacation, illness, professional training, leave-of-absence or other such activity.

Will assist the Superintendent with shift schedules and in overall training, both for the Plant and Systems personnel.

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

1. Operating all process equipment, regulating flows, valves and any related equipment necessary to control the process.
2. Maintain proper legible records and assist in the preparation of Operating report.
3. Check all equipment for proper operations and monitor all gauges, meters and control panels.
4. Responsible for good housekeeping.
5. Proper communication with Superintendent.
6. Must adhere to all safety standards and exhibit the ability to take corrective measures should a safety hazard occur.
7. Must report all equipment malfunctions and operational irregularities to the Superintendent.
8. Must adhere to all directives issued by the Superintendent.

Qualifications:

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) and successful completion of the Introductory and the Advanced courses in Water and Wastewater. Will have as a minimum an S-2 license and be working towards an S-3 license.

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JOB DESCRIPTION

CHIEF SHIFT OPERATOR

(Cont.)

Supervisory Control:

The Chief Shift Operator will work under the supervision of the Superintendent from whom he/she will receive his/her general direction.

JOB DESCRIPTION

MECHANIC I

Principal Duties and Responsibilities:

The Mechanic I is responsible for the repair and maintenance of all the Authority's machinery, control equipment and vehicles.

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

1. Responsibility to visually inspect all equipment to determine irregularities, malfunctions, deterioration or obsolescence of same and report to the Chief Mechanic.
2. To repair, maintain, install and overhaul all mechanical equipment.
3. Instruct Plant Maintenance Workers and/or Systems Workers as assigned.
4. Responsible to report needed spare parts and equipment to the Chief Mechanic.
5. Perform preventative maintenance as outlined in manufacturer's O&M Manuals.
6. Implement safety procedures when working on equipment.
7. Responsible for minor electrical repairs and connecting and disconnecting electrical equipment.
8. Responsible for all piping and other plumbing repairs as required.
9. Responsible for the maintenance of control panels.

Qualifications:

Minimum of ten years' experience on pumps and related machinery and equipment or, in the alternative, minimum of five years' experience with SMRSA as Mechanic II. Must be able to troubleshoot equipment malfunctions with testing equipment. Must have adequate knowledge of approved methods, practices, code requirements and safety standards. Must be able to read blueprints. Must possess job-related skills such as pipe cutting, pipe threading, pipe fitting, pipe sweating, etc.

Supervisory Control:

Reports directly to the Chief Mechanic. The Mechanic I shall perform all duties and assume the responsibility of the Chief Mechanic when the Chief Mechanic is absent.

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JOB DESCRIPTION

MECHANIC II

Principal Duties and Responsibilities:

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

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

1. Assist the Mechanic I in carrying out duties as assigned by the Chief Mechanic.
2. Perform other job-related duties as assigned by the Chief Mechanic, or in his/her absence, the Mechanic I.
3. To repair, maintain, install and overhaul mechanical equipment.
4. Instruct Plant Maintenance Workers and/or Systems Workers as assigned.
5. Implement safety procedures when working on equipment.
6. Responsible for minor electrical repair and connection/disconnecting electrical equipment.
7. Responsible for reporting needed spare parts and equipment to the Mechanic I or Chief Mechanic.

Qualifications:

Minimum of five years of experience with SMRSA as Plant Maintenance Worker or Systems Worker with demonstrated mechanical ability and be recommended by the Chief Mechanic and the Mechanic I. For a newly hired mechanic, seven years of experience as a mechanic on pumps, machinery and related equipment.

Supervisory Control:

Reports to Mechanic I and the Chief Mechanic.

JOB DESCRIPTION
ASSISTANT MECHANIC

Principal Duties and Responsibilities:

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

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

1. Assist the Mechanic in carrying out duties as assigned by the Chief Mechanic.
2. Perform other job-related duties as assigned by the Chief Mechanic, or in his/her absence, the Mechanic.
3. To repair, maintain, and overhaul mechanical equipment.
4. Instruct Plant Maintenance Workers and/or Systems Workers as assigned.

Qualifications:

Minimum of three years of experience with SMRSA as Plant Maintenance Worker or Systems Worker with demonstrated mechanical ability, or, for newly hired, five years of experience as a mechanic on pumps and related equipment.

Supervisory Control

Reports to Mechanic or Chief Mechanic.

SCHEDULE A

WAGE RATE LIST

Contract for: 2004	New Employee	After 6 mo.	After 18 mo.	After 2nd yr.	After 3rd yr.	After 4th yr.
Plant Maint. Worker	10.87	12.82	15.03	17.68	19.52	21.31
System Worker	11.15	13.10	15.43	18.13	19.95	21.72
System Mechanic	12.31	14.50	17.02	20.02	21.54	22.94
Shift Operator	13.42	15.78	18.55	21.85	23.05	24.25
Assistant Mechanic	12.88	15.15	17.83	21.11	22.29	23.52
Mechanic 1	15.08	17.73	20.86	24.54	26.38	26.38
Mechanic 2	14.50	17.02	20.02	23.56	23.74	24.22
Chief Shift Operator	14.92	17.57	20.68	24.30	24.82	25.46

Contract for: 2005	New Employee	After 6 mo.	After 18 mo.	After 2nd yr.	After 3rd yr.	After 4th yr.
Plant Maint. Worker	11.30	13.33	15.63	18.39	20.30	22.16
System Worker	11.60	13.62	16.05	18.86	20.75	22.59
System Mechanic	12.80	15.08	17.70	20.82	22.40	23.86
Shift Operator	13.96	16.41	19.29	22.72	23.97	25.22
Assistant Mechanic	13.40	15.76	18.54	21.95	23.18	24.46
Mechanic 1	15.68	18.44	21.69	25.52	27.44	27.44
Mechanic 2	15.08	17.70	20.82	24.50	24.69	25.19
Chief Shift Operator	15.52	18.27	21.51	25.27	25.81	26.48

Contract for: 2006	New Employee	After 6 mo.	After 18 mo.	After 2nd yr.	After 3rd yr.	After 4th yr.
Plant Maint. Worker	11.75	13.86	16.26	19.13	21.11	23.05
System Worker	12.06	14.16	16.69	19.61	21.58	23.49
System Mechanic	13.31	15.68	18.41	21.65	23.30	24.81
Shift Operator	14.52	17.07	20.06	23.63	24.93	26.23
Assistant Mechanic	13.94	16.39	19.28	22.83	24.11	25.44
Mechanic 1	16.31	19.18	22.56	26.54	28.54	28.54
Mechanic 2	15.68	18.41	21.65	25.48	25.68	26.20
Chief Shift Operator	16.14	19.00	22.37	26.28	26.84	27.54

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SCHEDULE B
WAGE RATE LIST

Contract for: 2004	New Employee	After 6 mo.	After 12 mo.	After 2nd yr.	After 3rd yr.	After 4th yr.
Plant Maint. Worker	10.87	12.82	15.03	17.68	19.52	21.31
System Worker	11.15	13.10	15.43	18.13	19.95	21.72
System Mechanic	12.31	14.50	17.02	20.02	21.54	22.94
Shift Operator	13.42	15.78	18.55	21.85	23.05	24.25
Assistant Mechanic	12.88	15.15	17.83	21.11	22.29	23.52
Mechanic 1	15.08	17.73	20.86	24.54	26.38	26.38
Mechanic 2	14.50	17.02	20.02	23.56	23.74	24.22
Chief Shift Operator	14.92	17.57	20.68	24.30	24.82	25.46

Contract for: 2005	New Employee	After 6 mo.	After 12 mo.	After 2nd yr.	After 3rd yr.	After 4th yr.
Plant Maint. Worker	11.30	13.33	15.63	18.39	20.30	22.16
System Worker	11.60	13.62	16.05	18.86	20.75	22.59
System Mechanic	12.80	15.08	17.70	20.82	22.40	23.86
Shift Operator	13.96	16.41	19.29	22.72	23.97	25.22
Assistant Mechanic	13.40	15.76	18.54	21.95	23.18	24.46
Mechanic 1	15.68	18.44	21.69	25.52	27.44	27.44
Mechanic 2	15.08	17.70	20.82	24.50	24.69	25.19
Chief Shift Operator	15.52	18.27	21.51	25.27	25.81	26.48

Contract for: 2006	New Employee	After 6 mo.	After 12 mo.	After 2nd yr.	After 3rd yr.	After 4th yr.
Plant Maint. Worker	11.75	13.86	16.26	19.13	21.11	23.05
System Worker	12.06	14.16	16.69	19.61	21.58	23.49
System Mechanic	13.31	15.68	18.41	21.65	23.30	24.81
Shift Operator	14.52	17.07	20.06	23.63	24.93	26.23
Assistant Mechanic	13.94	16.39	19.28	22.83	24.11	25.44
Mechanic 1	16.31	19.18	22.56	26.54	28.54	28.54
Mechanic 2	15.68	18.41	21.65	25.48	25.68	26.20
Chief Shift Operator	16.14	19.00	22.37	26.28	26.84	27.54