

AGREEMENT

between

RAHWAY VALLEY SEWERAGE AUTHORITY

and

THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(USW), AFL-CIO, CLC, LOCAL 4-149

Effective:

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## **PREAMBLE**

This Agreement, made and entered into by and between the RAHWAY VALLEY SEWERAGE AUTHORITY, hereinafter referred to as the "Authority", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy Allied Industrial and Service Workers International Union (USW), AFL-CIO, CLC on behalf of its Local Union 4-149, hereinafter referred to as the "Union".

## ARTICLE 1

### RECOGNITION

- A. The Authority recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all regular and full-time, blue collar, hourly employees employed by the Authority, but excluding all clerical employees, professional employees, confidential employees, craft employees, managerial executives, police, supervisors within the meaning of the Act, and all other employees of the Authority.
  
- B. For the purpose of Paragraph A above, a "full-time" employee is one who works more than twenty-five (25) hours per week, and a "regular" employee is one who remains on the job for a period longer than ninety (90) calendar days. However, the ninety (90) calendar day period may be extended by the mutual agreement of the Union and the Authority, or in accordance with the provisions set forth in Article 2.

## **ARTICLE 2**

### **PROBATIONARY PERIOD**

During the first ninety (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. If any employee is out of work for five (5) or more days during the probationary period, the probationary period shall automatically be extended to make up for the time that the employee is absent. Notwithstanding the automatic extension herein referred to, upon mutual agreement of the parties, the probationary period may be extended for an additional ninety (90) days.

### ARTICLE 3

#### NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee because of race, creed, religion, color, age, marital status, sex, handicap, disability, affectional or sexual orientation, national origin, ancestry, nationality, gender identity or expression, familial status, or liability for service in the Armed Forces of the United States.

**ARTICLE 4**

**DUES CHECK-OFF AND AGENCY FEE**

- A. The Authority shall deduct from the wages of its employees Union dues in accordance with N.J.S.A. 52:14-15.9(e), as voluntarily authorized by the individual employee, in writing, in a form satisfactory to the Authority.
- B. Upon receiving said authorization, the Authority shall make the deduction from the first pay period of each month, and transmit the sum deducted directly to the Local before the end of the month.
- C. The employee may withdraw the above authorization, by filing a Notice of Withdrawal with the Authority, which filing shall be effective to halt deductions as of January 1st or July 1st next succeeding the following said filing.
- D. The authorization for deduction shall be as follows:

I certify that the United Steel Workers Local 4-149, is my designated collective bargaining representative and I hereby voluntarily authorize and direct the Rahway Valley Sewerage Authority to deduct from my earnings due me on the first payday in each month, my monthly Union dues for the preceding month, and 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 with the Authority, which would become effective on January 1st or July 1st following said filing. This authorization shall be subject to any limitation required by law or regulation of any authorized Governmental agency.

\_\_\_\_\_  
(Employee Signature)

- E. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Authority written notice thirty (30) days prior to the effective date of such change.
- F. 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.

Effective January 1, 2011 percentage dues for a member are equal to 1.45% of that member's total earnings (not including lump sum payments) during the month, subject to a minimum of \$5.00 and a maximum of 2.8 times the member's average hourly earnings.



Dues on lump sum payments such as profit sharing, grievance settlements and arbitration awards and other like payments are calculated separately. Dues on lump sum payments are equal to 1.45% of such payments for the month without consideration of a maximum.

Per hour dues are equal to \$.02 per hour for all full hours included in total earnings.

An individual member shall be entitled to exoneration from the payment of dues for any month for which the member has not become entitled to five days pay (40 hours) or its equivalent in wages and benefits in lieu of wages.

Subject to dues deduction:

Overtime, Incentive Payments, Shift Differential Payments, All Paid Holiday, Vacation Pay and Vacation Allowance, Signing Bonus, Service Bonus, Attendance Bonus, Employee Contribution to 401K, Profit Sharing, Classroom Instructor Fees, Jury and Witness Allowance Paid By Employer, Military Encampment Allowance For Annual Active Duty, Back Pay, Grievance Settlements, Arbitration Awards, Sick Pay Paid at 100% and Bereavement Pay.

- G. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.
- H. Prior to the beginning of each calendar year, the Union will notify the Authority in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that calendar year. The representation fee to be paid by nonmembers will no more than 85 percent of that amount. 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 for these representation fees. It is specifically agreed that the Authority assumes no obligation, financial or otherwise, arising out of the provisions of this article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the union.
- I.
  - 1. Once during each calendar year covered in whole or in part by this Agreement, the Union will submit to the Authority a list of those employees who have not become members of the Union for the current membership year. The Authority will deduct from the salaries of such employees, in accordance with Paragraph C.2, below, the full amount of the representation fee and will transmit the amount so deducted to the Union.
  - 2. The Authority will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid.

- a. Within thirty (30) days after receipt of the aforesaid list by the Authority;  
or
  - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Authority in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid thirty (30) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
  4. The Union will notify the Authority in writing of any changes in the list provided for in Paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Authority received said notice.
  5. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:14-5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Authority shall immediately cease making said deductions.
  6. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Authority prior to the institution of this Agreement.
- J. The Authority shall be relieved from making such representations fee deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unity, or (c) layoff from work, or (d) leave of absence, or (e) revocation of the Union's list in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Authority will resume the obligation of making said deductions in accordance with Paragraph C.2 hereof.
- K. The Authority shall not be obligated to make Agency Fee deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the deduction.

## ARTICLE 5

### MANAGEMENT RIGHTS

- A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment.
  3. To suspend, demote, discharge or take other disciplinary action as necessary.
  4. To establish a code of rules and regulations of the Authority for the operation of the Authority.
  5. To make all such decisions relating to the performance of the Authority's operations and maintenance activities.
  6. To establish any new job classifications and job content and qualifications.
  7. To determine the work performance, levels and standards of performance of the employee.
  8. To change, modify or promulgate rules and regulations.
  9. Progressive Disciplinary Policy – As a supplement to Article VIII of the Employee Handbook, the parties agree that the following policy will be adhered to for other infractions.

#### Progressive Discipline System

3 violations in 3 years	=	2-day suspension
4 violations in 3 years	=	5-day suspension
5 violations in 3 years	=	10-day suspension
6 violations in 3 years	=	potential termination

After three years has elapsed from the time of a disciplinary violation, that disciplinary violation shall be purged from the employee's progressive system. The employee assistance program ("EAP") remains a part of this disciplinary policy. Both the Union and the Authority agreed that in the future all matters requiring mandatory E.A.P. attendance would be discussed by the Union and

Management before being issued; however, Management would make the final decision.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this agreement provided those terms are in conformance with the Constitution of the State of New Jersey, the Constitution of the United States, the laws of the State of New Jersey and of the United States, and Court decisions of the State of New Jersey and of the United States.

## ARTICLE 6

### GRIEVANCE PROCEDURE

- A. Complaints not directed to the interpretation or application or violation of this Agreement must be presented to the Superintendent. If such complaints are not satisfactorily resolved within ten (10) calendar days, the complaints may then be presented to the Executive Director. The Executive Director will issue his decision within fifteen (15) calendar days after the complaint has been given to the Executive Director and the Union shall not be permitted to submit his decision to arbitration.
- B. Grievance The term grievance as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, and may be raised by an individual, a group of individuals, or the Union on behalf of an individual.
- C. In no event may a grievance related to discipline be submitted at any Step in the grievance or arbitration procedure. It is understood and agreed that if the Supreme Court of the State of New Jersey restores the right of an employee to grieve and/or arbitrate a discipline case such right shall be considered as part of the grievance and arbitration procedure.
- D. If the grievance involves a controversy over the interpretation, application or alleged violation of this Agreement, then in that event, the following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement:

#### STEP ONE:

Within five (5) workdays after the event giving rise to the grievance, an employee shall meet with his/her immediate Supervisor to discuss the grievance and if he/she so requests he/she may be accompanied by his/her Chief Steward. This meeting shall be within three (3) work days from the time the employee and/or Chief Steward notify the immediate Supervisor of the alleged grievance. If the meeting does not take place or if the alleged grievance is not resolved at this meeting it must be reduced to writing by the grievant if it is to proceed to Step Two.

#### STEP TWO:

The written grievance must be submitted to the Superintendent within five (5) workdays from the date of the meeting with the immediate Supervisor. The Superintendent shall meet with the aggrieved employee and/or the Chief Steward at the employee's request within three (3) work days from his receipt of the written grievance and if the Superintendent is absent then the aforesaid meeting shall be automatically extended until his return, but in no event greater than ten (10) days. The Superintendent shall issue his answer within five (5) workdays from the date of his meeting with the grievant and/or his Chief Steward. If the meeting or answer is not given within the time period provided or if the Superintendent's answer is unsatisfactory to the grievant he/she may process the grievance to the Third Step.

### STEP THREE:

If the grievant processes the grievance to the Third Step he/she must do so by notifying the Executive Director of his intention within five (5) work days from the date the Superintendent issues his written answer. The Executive Director and/or his designees shall meet with the grievant within five (5) work days from the date of the grievant's notification of his intention to process the grievance to the Third Step. The grievant may have in attendance in addition to himself, such members of the Local Union, as may be necessary, however, in no event shall the maximum number of Union members be greater than four (4), including the grievant, Chief Steward and two committee members. This meeting shall not take place until or unless an International Representative shall be present. There shall be no penalty charged to either party if this meeting is mutually adjourned to another date. The Executive Director shall issue his answer, in writing, within seven (7) workdays following the Third Step meeting. The parties hereto may extend the time periods provided herein by mutual agreement.

### STEP FOUR: ARBITRATION

1. If the grievance is not settled through Steps One through Three, the grievant may refer the matter to the New Jersey State Board of Mediation within five (5) calendar days after the determination by the Executive Director, or his designee. An Arbitrator shall be selected and shall serve pursuant to the rules of the New Jersey State Board of Mediation.
2. The Arbitrator shall be bound by the express provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall set forth his findings of fact and conclusions of law and the reasons for making his award in a written decision which shall be rendered not later than thirty (30) days after the close of the hearing. The decision of the Arbitrator shall be final and binding upon the parties.
3. The cost for the services of the Arbitrator shall be borne by the party who loses the arbitration proceeding. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

#### E. Miscellaneous Provisions:

1. Any and all grievance settlements under this Article shall be in writing and signed by the authorized parties.
2. At any Step of the procedure, if the grieving party fails to move the grievance within the time allowed, it shall be deemed to be an abandonment of the grievance.
3. Time limits hereunder may be extended by the mutual agreement of the parties.

## ARTICLE 7

### STRIKES AND LOCKOUTS

- A. The Union and the employees or either of them shall not call or engage in a strike or threats thereof for any cause whatsoever nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage, sick-outs, or interference of any kind with Authority operations, and the Authority shall not institute a lockout.
- B. The Union and its representatives shall take every reasonable action within the law to prevent and to stop the types of employee activities referred to in Paragraph A above.
- C. The Authority shall not be required to discuss or negotiate, or hear or file on any problem or grievance related to any strike or other work stoppage or slow down until such time as such prohibited acts are discontinued.
- D. Any employee who engages in any of the above prohibited acts shall be subject to discharge.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity.

## ARTICLE 8

### SENIORITY

- A. Plant Seniority will be based on continuous service at the Rahway Valley Sewerage Authority, based on the last date of hire.
- B. Seniority Termination: Any employee shall be considered discharged and terminated from his/her employment effective when: (1) the employee resigns; (2) the employee is discharged; (3) the employee is laid off for a period in excess of one (1) year; (4) upon a leave of absence (not caused by accident or illness) being extended without approval beyond one hundred twenty (120) days; (5) upon absence without leave in excess of three (3) consecutive working days without calling in and without justifiable reasons for not calling in; and (6) upon failure of an employee to accept a recall, in writing, from a lay off within one (1) working week after receiving notice of recall from the Authority.
- C. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Authority record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.



## ARTICLE 9

### POSTING OF JOB VACANCIES

- A. Openings included within the bargaining unit shall be posted on the bulletin board for a period of seven (7) days and any employee in same or lower classification may apply for such job opening(s).
- B. Employees covered by this Agreement who apply for such jobs shall have their applications reviewed in terms of (a) seniority, (b) capacity for the work, (c) demonstrated performance, and (d) attendance, which shall not be deemed to include approved worker's compensation, disability and/or State or Federal Family and Medical Leave Act absences. However, awards to "training positions" only will be made on the basis of seniority. "Training Positions" shall be defined as only the following:

#### Utility Worker

All other positions are not considered "Training Positions"; however, if the Union disagrees with management's determination it shall have the right to challenge the same through the grievance procedure; however, the grievance shall commence at the Superintendent's level.

- C. If the present employees are qualified for a job opening, as determined by the Authority, such employees shall be given priority before any outside non-employees are considered for the position.
- D. If an employee is promoted, he/she shall be placed on probation in accordance with Article 2, Probationary Period (90 days). If an employee is removed from a job from which he was promoted to during his/her probationary period, or requests a return to his/her old position, the employee shall be given his/her old job with no loss in seniority.
  - (i) New employees must complete his/her probationary period prior to bidding for a promotional position; and
  - (ii) An employee who is promoted to a new position must remain in the new position for at least six (6) months before they shall become eligible to bid for another promotional position.
- E. If the Authority determines that a test will be given to bidders to determine their qualifications to successfully fill a job vacancy it shall post the general requirements of the test together with the notice of the job vacancy. The test will be given not sooner than five (5) nor more than fourteen (14) days after the posting has been removed. Any employee who takes a test must be notified of the results of that test in writing.

## ARTICLE 10

### TEMPORARY TRANSFERS

A temporary transfer is one where an employee is transferred from either a higher paying job to a lower paying job or from a lower paying job to a higher paying job.

- A. 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.
- B. When an employee is temporarily transferred from a lower paid job to a higher paid job for less than two (2) hours he/she shall receive the lower paid job rate for that period of time. If the employee who is transferred from a lower paid job to a higher paid job performs the same for two (2) hours or more, he/she shall receive the following rate of pay, retroactive to the time when he/she was assigned to the higher rated job. Temporary transfers will be no longer than ninety (90) work days.

Utility Worker doing Operator work - receives Operator rate of pay;

Utility Worker doing BioSolids Operator work received Biosolids Operator rate of pay.

Operator who works as Lead Operator will receive the Lead Operator rate of pay.

In no event, however, shall any employee under this Section exceed the maximum rate of the job to which he/she is temporarily transferred.

When a shift worker attends school to obtain an "S" license, a qualified Utility Worker may be temporarily transferred for the Operator's afternoon shift so he/she doesn't have to call out sick or use a personal day.

- C. Reduction of Probationary Period: Regular full-time employees who are temporarily transferred to a higher paying job for seven (7) consecutive days or longer will have the time during which they were temporarily transferred applied to reduce the probationary period if the employee is successful in bidding into the job when a vacancy occurs.

This is subject to the following conditions:

1. Only temporary transfer time is used.
2. Probation credit is only for higher paying jobs.
3. Only the 365 day period prior to the start of the probationary period is applicable.
4. The employee must be temporarily transferred for a minimum of seven (7) consecutive working days in the higher paying job.

5. One (1) day temporary transfer offsets one (1) day from the probationary period.
- D. Whenever practicable, the Authority shall give twenty-four (24) hours' notice of intent to temporarily transfer an employee. RVSA will provide seventy-two (72) hours' notice of transfer, provided that RVSA has seventy-two (72) hours' notice of the need to make transfer. The Authority is expressly excused from giving any notice to an employee who is temporarily transferred when such transfer is necessitated by a request for an emergency vacation only.

## ARTICLE 11

### UNION BUSINESS

- A. The Authority's sole responsibility in the administration of all Union matters shall be with the Chief Steward. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Chief Steward shall be the designated representative of the Union for such matters, which take place at the work place.
- B. The Union shall designate not in excess of two (2) Chief Stewards, one (1) of whom may be designated as Chief Steward and one (1) as alternative Chief Steward. The Union shall notify the Authority immediately following the selection of Chief Stewards.
- C. Chief Stewards shall be given an opportunity to engage in the adjustment of grievances as provided for under the Grievance Procedure herein with Authority representatives.
- D. A Chief Steward shall not leave his job without the permission of his Supervisor, and shall not contact another employee on Union business without prior permission of that employee's Supervisor or his own. However, it is understood that a reasonable amount of time during the regularly scheduled working hours shall be provided to the Chief Steward for such purposes.
- E. Under no conditions shall Chief Stewards interfere with the performance of the work of others.
- F. A Chief Steward has no authority to give orders regarding work to any person employed by the Authority, by virtue of his position as Chief Steward.
- G. In the event that both Chief Stewards are unavailable to the Authority for a period of three (3) consecutive weekdays, the Union shall designate an emergency Chief Steward who shall be the designated representative of the Union for administrative matters with the Authority until such time that one of the two Chief Stewards is available. The temporary steward will not be allowed to enter into any agreement, or sign any document that changes or modifies the working conditions or contract.

## ARTICLE 12

### PLANT VISITATION

An officer or duly accredited representative of the Union may be permitted to visit the plant provided the officer or accredited representative has given at least twenty-four (24) hours notice of the intended visit and then only after prior authorization from the Superintendent, or his designee, has been given. An escort may be provided at the discretion of the Superintendent, or his designee. The foregoing notice shall not be required if the officer or accredited representative comes to the office of the Executive Director for the presentation or discussion of grievance, or for a meeting, which has been previously scheduled and agreed upon and/or in case of emergency. Any plant visitation, as hereinabove provided, shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.

**ARTICLE 13**

**SAFETY COMMITTEE**

- A. The Union will appoint a Committee, not to exceed two (2) people, to meet with the Health, Safety and Security Coordinator, or his designee, as needs arise to discuss and make recommendations relating to the safety of the employees and the public.
  
- B. The Committee and the Health, Safety & Security Coordinator shall meet as the need arises. No such meeting shall take place unless an agenda is supplied by the Union one week in advance of the scheduled meeting. The agenda shall only contain safety items. A meeting shall be scheduled for one (1) hour and any incomplete items on the agenda at the conclusion of the one (1) hour shall be adjourned to another meeting to be scheduled within thirty (30) days of the adjourned meeting.
  
- C. In addition, there will be a monthly meeting set up for those employees available, for the purpose of training in the areas of safety and/or equipment operation.

## ARTICLE 14

### FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations.
- B. The parties acknowledge that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Authority and the Union, for the life of this Agreement only, each voluntarily waive any rights to bargain or negotiate with respect to any subject matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

## ARTICLE 15

### JOB EVALUATION

- A. If the Authority furnishes job descriptions or modifications of the same to the Union it is with the understanding that the content thereof is not subject to the Negotiations and Arbitration Procedure and the furnishing of the same is for informational purposes only.
  
- B. If a new job or substantial modification of a job is put into effect by the Authority, which sets a rate therefore, and the rate set is in dispute, the matter shall be subject by either party to the Grievance Procedure. Whether or not the dispute relates to a new job or a substantial modification of an existing job the employee will be obligated to perform the job and receive the rate set therefore pending the outcome of a grievance. Any grievance settled in favor of the grievant shall be retroactive to the date a new job was first performed and if the dispute relates to a rate set for a substantially modified existing job then any rate settled in favor of the grievant shall be retroactive to the filing of the grievance. If any of the aforesaid grievances are settled in favor of the Authority the rate set will be effective as of the time the job was first performed, whether a new job or a substantially modified existing job.



## ARTICLE 16

### BULLETIN BOARD PRIVILEGES

- A. Space Availability: The Authority shall supply a bulletin board in the lunchroom for the use of the Union to post announcements.
  
- B. Authorization: All notices are to be signed by the Chief Steward, Secretary or duly authorized representatives, and there shall be no posting of any notices other than as described in Paragraph C, below, except after such notice has been approved in writing by the Superintendent and the Union.
  
- C. Material: The Union may use the bulletin board to post the following Union announcements:
  - 1. Notice of Union recreation or social affairs.
  - 2. Notice of Union elections and results of such elections.
  - 3. Notice of Union meetings.
  - 4. Notice of Union appointments.
  - 5. Union minutes of joint conferences or of general meetings.

The material posted by the Union shall be of a non-controversial nature.

## ARTICLE 17

### LEAVE OF ABSENCE

- A. Any employee may request a leave of absence without pay, not to exceed 120 days, by submitting, in writing, all facts bearing on the request (including the reason for the leave and its likely duration) by submitting a "Leave of Absence Request" form to the Superintendent, who will append his recommendations and forward the request to the Executive Director. The Executive Director will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for an extension of time shall be at the discretion of the Authority. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence and the employee will not receive pay. All employees shall be advised, in writing, as to whether his/her request for leave has been granted and the period of leave approved. Any request to extend the period of approved leave, must be submitted to the Executive Director by completing the "Request for Extension of Previously Approved Leave of Absence" form along with note from doctor no less than 10 days before previously approved leave expires and under no circumstances shall the leave exceed 120 days in total.
- B. If the leave is granted, the employee will be entitled to a comparable position provided he is capable of performing the work upon return from leave. Medical verification of fitness to return to work shall be required before returning to work. During a leave, no sick leave, vacation days or seniority shall accumulate or be earned.
- C. Family Leave of Absence – An employee may request leave under this Article pursuant to the Family Leave Acts as set forth in N.J.S.A. 34:11B-1 et seq. and 29 U.S.C. 2601 et seq. Such leaves shall be governed by applicable law. Paid New Jersey Family Leave will be provided to all eligible employees in accordance with law.
- D. Coverage for health benefits of the employee and his/her dependents will be continued during the leave for a period of up to ninety (90) days, provided the employee makes prior arrangements before leaving.
- E. Employees shall be eligible for Workers' Compensation leave as provided elsewhere in the Contract and according to the law.

## ARTICLE 18

### LEAVE FOR UNION BUSINESS

- A. The Authority agrees to allow the Chief Steward of the Local Union to attend the International Union's Convention for a period of not longer than two (2) weeks provided the Chief Steward of the Local Union gives notice of such Convention to the Authority at least three (3) months in advance of the requested leave. Such leave shall be without pay.
  
- B. Up to two (2) shop stewards shall be granted unpaid release time in order to attend up to four (4) union meetings per year. Such meetings will not be longer than one (1) day each. In addition, in the discretion of the Authority, stewards may be released for additional union meetings. A minimum of seven (7) days' notice will be provided for all release time referred to in this paragraph.

**ARTICLE 19**

**SHIFT SWAP**

A Shift Swap will be allowed under the following conditions: approval by supervisors involved, based on a good and sufficient reason for the shift swap; this will not be permitted if the swap would result in added costs to the Authority such as when working where overtime would result; the employees involved must be qualified within the same job classification. The aforesaid provision shall also be construed to mean that the Authority has the right to reject a request for an employee to swap a shift with another employee for less than eight (8) hours.

## ARTICLE 20

### SAFETY EQUIPMENT AND CLOTHING

- A. All safety equipment deemed necessary by the Authority shall be provided at the expense of the Authority. All employees shall utilize safety equipment when it is designated as necessary by the Authority in a work area. If the safety equipment is not available, it should be reported to the Health, Safety & Security Coordinator and/or Manager of Plant Maintenance. Safety equipment and clothing, winter jackets, rain gear and boots are Authority property and must be turned in upon request, except as provided in Article 20, Paragraph C.
- B. It is the opinion of both the Authority and the Union that the mandatory requirement of employees to wear safety shoes is a good safety procedure, and shall continue. The Authority shall reimburse employees for the purchase of standard safety shoes up to a maximum of \$125.00 per calendar year, per employee, upon presentation of the new pair(s) and a receipted bill.
- C. The Authority shall provide employees with twelve (12) sets of uniforms, of which six (6) sets of clean uniforms per week will be provided through a uniform service beginning January 1, 2006. The uniforms so provided are the property of the uniform service and must remain on Authority property at all times and are not to be taken home for any reason. The type of uniform shall be determined in the sole discretion of the Authority and in keeping with safety regulations. Uniforms provided by the Authority are to be worn while on duty subject to disciplinary action. Once each summer, the Authority will also supply seven (7) summer tee shirts for each employee. The type of tee shirts will be as determined by the Authority.
- D. The Authority shall provide winter jackets, rain gear, boots and two (2) pairs of coveralls. The winter jacket shall be a Carhartt jacket. Rain gear and coverall will be supplied as needed. In addition, employees may elect to receive the choice of cotton or poly coveralls; choice of Carhartt insulated coveralls (which has attached hood) or Carhartt insulated bib along with a hood to attach to your Carhartt jacket. Winter jackets and all coveralls will be replaced as needed and old winter jackets and all coveralls must be turned in for a new one. The Authority shall also provide employees with a longer version of the Ike jacket on an "as-needed basis" upon return of the old jacket.
- E. The wearing of non-Authority issued jackets, coats, sweatshirts, etc., as outerwear while on duty is prohibited and subject to disciplinary action, except while on probation.
- F. The deliberate destruction, alteration or use of safety equipment in a manner not consistent with its design is prohibited and subject to disciplinary action.

## ARTICLE 21

### HOURS OF WORK

- A. The normal "workweek" as used in this Agreement means the period of seven (7) days extending from Saturday at 10:30 p.m. (preceding Sunday) to the following Saturday at 10:30 p.m. (preceding Sunday).
- B. The normal weekly work schedule for employees, other than those working on continuous operations, (shift employees) and those working a rotating day shift operation (Lab Analyst's) shall be the period of five (5) days extending from Saturday at 11:00 p.m. (preceding Sunday) to the following Saturday at 11:00 p.m. (preceding Sunday). The hours of work for non-shift workers within this schedule shall be changed to 7:00 a.m. to 3:00 p.m., and shall normally be Monday through Friday.
- C. Shift employees shall work a five (5) day rotating shift covering all seven (7) days of a week as follows:
- |              |                         |
|--------------|-------------------------|
| First Shift  | 10:30 p.m. to 6:30 a.m. |
| Second Shift | 6:30 a.m. to 2:30 p.m.  |
| Third Shift  | 2:30 p.m. to 10:30 p.m. |
- D. Employees will be obliged to hand swipe their time prior to the start of the regular or rotating shift and shall be required to hand swipe their time when leaving the plant at the end of the work shift. Any time not recorded shall be considered as time not worked, and if employees swipe their time prior to the scheduled shift commencement, this shall not entitle them to any overtime; and if time is swiped after the work day has ended this shall not entitle the employee to overtime unless the employee was specifically authorized to work on an overtime basis prior to or after the scheduled shift and approved by the Superintendent.
- E. The Authority will utilize the gate card system for entry into the premises and the hand swipe system to record employee's time. If the employee fails to utilize the hand swipe, the Authority will add ten minutes to the gate swipe time in order to ensure that the employee is at his/her work area and ready to work. That gate swipe time will be used as the employee's start time. If that time is after the employee's scheduled start time, the employee will be charged with a tardy and docked the amount of time tardy. It is the responsibility of the employee to swipe the computerized gate card as well as the hand swipe.
- F. The hand swipe is required for punching in and out each shift, and disciplinary action will result for failure to adhere to this procedure. If the employee does not swipe the gate card or the gate card system is not operable and the employee fails to hand swipe two (2) times, within a four (4) month period, such failure will result in disciplinary action.

G. Call Back Time/On-Call Time:

Section 1. Any employee who is called back to work after having completed his or her regular scheduled shift shall be compensated at time and one-half the straight-time hourly rate of pay for time worked. The employee shall be guaranteed three (3) hours of work on call-back as set forth in this Article. The Authority agrees that the "call back" work will be of an emergent nature and fill work will not be issued.

Section 2. In the event an employee of the Mechanical Maintenance Department or a Utility Services employee is "on-call", he or she shall receive three (3) hours of pay, at straight time, for each full day (24 hours) he or she is "on-call." In the event that the employee is "on call" during the 16 hours or 2 shifts between his/her normal shift, he/she shall receive two (2) hours of pay, at straight time. In the event that the employee is called back on any day, he or she shall be guaranteed a minimum of three (3) hours at time and one-half in addition to the "on call" pay as set forth above. The need for "on call" duty will be determined by the Authority.

Section 3. Employees will be subject to "on call" based upon a list, which will be generated and given to the Union in advance. The list will be generated on a start off basis using the overtime list for the week immediately after this Agreement is ratified. Members will be placed on the list for one (1) week durations. The Executive Director will make all reasonable efforts to resolve any problems with the on-call process in a joint fashion with the Union.

H. Notwithstanding any other contract provision, the Authority shall have the right to require Laboratory Analysts to work a five (5) day rotating shift schedule covering all seven (7) days of the week with the normal hours of work within this schedule being 7:00 a.m. to 3:00 p.m.

Overtime shall only be paid in accordance with Article 23 (C) and (D) and Article 24.

## ARTICLE 22

### LUNCH, REST AND WASH UP PERIODS

- A. Wash Up and Lunch Period - Normally taken from 11:50 a.m. to 12:30 p.m. In addition, there will be a fifteen (15) minute wash up period prior to the end of the regular day shift. This normally will begin at 2:45 p.m.
- B. Lunch Period (Closed Lunch) - A period of twenty-five (25) minutes shall be allowed for employees working the regular day shift during the scheduled workweek. The lunch period will normally begin at 12:05 p.m. However, the lunch period may be adjusted due to emergent conditions. The lunch and wash-up periods will be counted as time worked. Employees will not be required to punch in and punch out and will not leave the plant premises during these periods except when assigned duties off the premises during these periods.
- C. Employees who, because of their work assignment, cannot take their regular lunch period may eat at their work stations as time permits.
- D. All day shift employees shall be guaranteed a maximum rest period of ten (10) minutes per workday, which shall be, provided during the first half of the shift. This rest period is paid time and may be re-scheduled due to the needs of the Authority.
- E. The rest period shall be taken not later than 9:00 a.m.; and the lunch break shall be taken not later than 12:35 p.m.
- F. Meal allowance - Each worker who works more than twelve (12) consecutive hours shall be paid a meal allowance of \$9.00. Those employees who are due this allowance will be issued the appropriate amount in their weekly payroll check. This paragraph will not apply when Operators swap shifts.



## ARTICLE 23

### OVERTIME

- A. The Authority undertakes to maintain staffing and work schedule patterns, which are adequate to accomplish its work without excessive demands upon its people. However, when necessary, in order to meet the Authority's operating requirements, an employee must be available to work overtime except for extraordinary reasons. This shall include work on holidays.
- B. Overtime work must be authorized in advance by the management.
- C. Overtime shall be paid at the rate of time and one-half the base rate of pay for all hours worked over forty (40) in a week, or eight (8) in a day, or, in the case of Utility Worker, Maintenance, all work on Saturdays and Sundays.
- D. For purposes of computation of the forty (40) hour week, hours actually worked shall be counted, as well as personal days, bereavement leave, holidays, vacation and sick days, and job-related injuries, which are verified by a doctor's certificate in accordance with Article 35, herein.
- E. Overtime will be determined at the Authorities discretion. Authority will cover Shift Supervisor vacancies with the Lead Operator. The Authority has the discretion not to cover Operator vacancies with overtime. The Authority can choose not to cover the vacancy.
- F. When overtime is required the Authority will follow the Overtime Rotation List for its rotating shift employees, with its supervisor making up to three telephone calls to qualified employees in line to fill the overtime requirements. If this method fails, the Authority may utilize its prerogative of requiring a qualified employee to work, to utilize a member of supervision, or not to man the position. The Authority shall also use an overtime rotation list for day shift employees (maintenance and utility workers), but shall not be obligated to adhere to this list in those cases where employees are required to stay past their normal hours in order to complete their particular task or project. The Authority shall not practice any "favoritism" in making such assignments.
- G. The Authority will make every reasonable attempt to equalize overtime among employees in the same classifications.
- H. There shall be no pyramiding of overtime or premium pay.
- I. An employee shall not leave his/her position until the end of the shift and his/her relief has reported.
- J. Employees who are offered overtime work and for any reason do not work or who are not actively at work when such overtime is being offered shall be deemed to have worked

such overtime for the purposes of equalization. The overtime rotation list shall be posted weekly on the Authority's bulletin board.

- K. For the purpose of “advance” overtime, the Authority will call pursuant to current procedures under Section E, but will wait for up to 24 hours only for a response from each successive employee. If no response is received within 24 hours, the Authority will call the next person on the overtime list.
- L. For the purpose of all overtime calls, employees must provide a telephone number to the Authority for the purpose of receiving such calls. This may be a cell phone, a pager or other telephone. All other requirements regarding telephone policies, such as for sick calls, shall remain “as is”. If the designated telephone number changes, the employee must notify the Authority immediately.

If an employee is called in for overtime, no matter how long before your shift starts, you are to be paid a minimum of three (3) hours overtime, even if it is less than three (3) hours before your shift starts.

#### Tick Time

- M. If a shift worker works a sixth consecutive or seventh consecutive day over two (2) payroll weeks he/she shall receive credits which will be exchanged for additional vacation or redeemed for pay at the regular straight time rate.

The credits are earned as follows: Each time a shift operator actively works an uninterrupted consecutive six (6) or seven (7) day period (without time off for any reason) a credit is earned. With the schedule in effect on April 3, 2011, for every four (4) week rotation an operator has the potential to earn five (5) credits providing the employee is actively working each scheduled shift.

The credits are redeemed as follows: When ten (10) credits are accumulated they can be redeemed for one (1) day off.

When scheduled and approved in advance, individual days off can only be taken in the following manner:

- i) During the first week of days Saturday through Thursday (and must be requested at least five (5) days prior);
- ii) Accumulated and attached to a vacation period.

Full days not scheduled or taken off will be paid at the end of each year at the employee's regular base rate of pay. Any remaining credits (less than 10) will be carried over to the next year.

If a shift employee requests and receives approval, prior to the end of the calendar year in which the credits are earned, the individual days earned and paid for at the end of the year can be counted as time off without pay and attached to the following year's vacation period.

A shift employee can not accumulate more than a maximum of fifty (50) credits at any time.

## ARTICLE 24

### HOLIDAYS

- A. Each employee covered by this Agreement shall receive eight (8) hours straight time base pay for each listed holiday during the years 2011, 2012, 2013, and 2014 (the two (2) half-day holidays shall be compensated at four (4) hours straight time base pay):

<u>Holiday</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
New Years Day	Mon. 01/03	Mon. 01/02	Tue. 01/01	Wed. 01/01
Martin Luther King Day	Mon. 01/17	Mon. 01/16	Mon. 01/21	Mon. 01/20
Lincoln's Birthday	Mon. 02/14	Mon. 02/13	Tue. 02/12	Wed. 02/12
Washington's Birthday	Mon. 02/21	Mon. 02/20	Mon. 02/18	Mon. 02/17
Good Friday	Fri. 04/22	Fri. 04/06	Fri. 03/29	Fri. 04/18
Memorial Day	Mon. 05/30	Mon. 05/28	Mon. 05/27	Mon. 05/26
Independence Day	Mon. 07/04	Wed. 07/04	Thur. 07/04	Fri. 07/04
Labor Day	Mon. 09/05	Mon. 09/03	Mon. 09/02	Mon. 09/01
Columbus Day	Mon. 10/10	Mon. 10/08	Mon. 10/14	Mon. 10/13
Election Day	Tue. 11/08	Tue. 11/06	Tue. 11/05	Tue. 11/04
Veterans Day	Fri. 11/11	Mon. 11/12	Mon. 11/11	Tue. 11/11
Thanksgiving Day	Thur. 11/24	Thur. 11/22	Thur. 11/28	Thur. 11/27
Day after Thanksgiving	Fri. 11/25	Fri. 11/23	Fri. 11/29	Fri. 11/28
½ Day before Christmas	Fri. 12/23	Mon. 12/24	Tue. 12/24	Wed. 12/24
Christmas	Mon. 12/26	Tue. 12/25	Wed. 12/25	Thur. 12/25
½ Day before New Year's	Fri. 12/30	Mon. 12/31	Tue. 12/31	Wed. 12/31

All Holidays shall be taken on the day that they fall.

- B. Employees working on rotating shifts which call for their working on a holiday shall receive either eight (8) hours or four (4) hours straight time pay, as well as additional time and one-half (1-1/2) for the actual hours worked on the holiday. The prior practice of providing compensatory time off for the two (2) half-day holidays shall be curtailed, in lieu of such pay.
- C. If a holiday falls on a Saturday, it shall be observed on the previous Friday and if a holiday falls on a Sunday, it shall be observed on the following Monday unless stated otherwise according to the Federal calendar. In addition, shift workers shall observe the actual holiday if they are scheduled to work the actual holiday.

- D. For the purposes of overtime calculations, holidays not worked shall be counted as time worked, provided the employee was scheduled to work that day.
- E. In order to receive holiday pay, an employee must:
- 1) work his/her last scheduled shift prior to a holiday; and
  - 2) work his/her scheduled shift on a holiday; and
  - 3) work his/her first scheduled shift after a holiday.
- F. The Authority shall consider on "case by case" basis whether or not documentation provided by an employee who calls out prior to a holiday, on a holiday or first schedule shift after a holiday is sufficient enough to be paid holiday pay.
- G. If a holiday falls on an employee's vacation, the holiday shall not be charged against the vacation time. In the case of half-day holidays, the employees shall be paid for said holiday.
- H. Employees required to work a second consecutive shift (a sixteen (16) hour period) shall receive double time pay for the second eight (8) hours. This applies only to the following Holidays: New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- I. Any employee who cannot report to work because of extended paid illness or disability (not work related) will receive holiday pay for all recognized holidays in this Agreement which occur during the extended illness or disability, i.e. an employee will not be charged with sick time when a holiday occurs.

An employee is considered to be on extended illness or disability when the employee has proven to the satisfaction of the Authority that said employee is ill or disabled and said period of illness or disability is greater than 15 continuous calendar days. After 180 continuous calendar days, this Article shall not provide for any holiday pay.

ARTICLE 25

VACATIONS

- A. Each member of the bargaining unit who has had the length of continuous employment as specified in the following table shall be entitled to the working time shown as vacation pay at his/her regular straight time hourly rate of pay:

<u>Yrs. of Completed Service</u>	<u>Vacation Days</u>
less than 6 months of completed service	no entitlement
completion of 6 months of service to completion of 12 months of service	5 working days
completion of 1 year of service to completion of 5 years of service	10 working days
completion of 5 years of service to completion of 10 years of service	15 working days
completion of 10 years of service to completion of 20 years of service	<u>As set forth below:</u> after 10 yrs.-20 days after 12 yrs.-21 days after 14 yrs.-22 days after 16 yrs.-23 days after 18 yrs.-24 days after 20 yrs.-25 days
completion of 20 years of service or more	25 working days

After completion of 20 years of service with the Authority, one (1) additional vacation day will be earned for each three (3) years of service.

- B. Vacation entitlement shall begin with the year in which the anniversary date occurs.
- C. Employees eligible for ten (10) or more days of vacation must take said vacation in blocks of at least five (5) consecutive working days during the year. Effective July 1, 2011 after completion of five (5) years of service, employees shall be allowed to take individual days. However the employee must provide the same advanced notice as outlined in paragraph G and only five (5) days per year will be allowed to be taken individually.

- D. Employees who resign or who are terminated from employment receive vacation pay on a prorated basis; if they have completed at least one (1) year of service; however, as noted in the Employee Handbook, Article XXXI, an employee who resigns without giving proper notice shall not be entitled to any vacation pay.
- E. Pay for the vacation period consists of the regular base pay only, excluding overtime and shift differential.
- F. Employees may, upon request, receive pay for a scheduled vacation period of five (5) days or more when he/she leaves for the vacation, provided he/she makes such request on the Vacation Request form. However, the Executive Director may provide such pay without such notice at his/her discretion.
- G. Requests for vacations to be taken during July, August and December must be submitted to the Superintendent, or his designee, no later than March 31st of the calendar year and seniority will determine choice of vacations for July, August and December. The vacation schedule will be posted no later than April 30th of the calendar year. Requests for vacations to be taken during any other month must be submitted to the Superintendent, or his designee, no later than thirty (30) days prior to the start of said vacation; providing it does not interfere with the plant operation. Changes in the vacation schedule, once submitted by the employees, will only be made in the discretion of the Superintendent, or his designee. Subject to the Authority's normal rights to approve and disapprove of vacation schedules, for vacations other than July, August, or December, no more than ten (10) consecutive vacation days may be taken without specific approval of management. Such approval will not be unreasonably denied, however. The requests for such vacations will normally be either approved or disapproved within two (2) weeks from the date of request.
- H. Any and all vacation earned must be taken during the calendar year earned unless the Authority requests that the vacation time be deferred until the next calendar year and if so the deferred vacation must be taken before and not part of the next vacation year entitlement.
- I. Emergency vacation leave shall be granted as determined by the Executive Director or his designee. Emergency vacation time will only be approved where appropriate documentation is presented to the Authority demonstrating that the leave is needed for a medical emergency or other emergency deemed acceptable by the Authority and must conform with paragraph C.

## ARTICLE 26

### JURY DUTY

- A. In all cases an employee shall be obligated to produce proof to the Authority that he/she is required to serve on jury duty. Employees shall notify their supervisor no later than five (5) days after receiving notification. Failure to do so will result in the employee's pay being reduced by 1/2 for each day jury duty is served. Employees required to serve on Petit Jury duty shall be granted a leave with no loss in straight time pay until such time as the employee is discharged from jury duty. If Petit Jury is extended beyond two (2) weeks a specific statement shall be required from the County Clerk or the Presiding Judge that the employee is required to serve on Petit Jury duty beyond two (2) weeks, and the time actually required to be spent beyond the two (2) week period. If the employee is required to serve on a Grand Jury, a letter or other communication shall be supplied to the Authority by either the County Clerk, the Prosecutor, or the Presiding Judge of the County in which the Grand Jury is summoned verifying the employee's requirement to serve including the time periods. It is the duty of the employee to present verification of attendance at jury duty before pay is issued for the period.
- B. If an employee is required to serve on jury duty, he/she is required to notify his/her supervisor so that arrangements may be made to cover his/her position in his/her absence.
- C. If there is a change in the established original jury duty leave, the employee must notify the supervisor to make the necessary arrangements to return to work, otherwise, such employee shall forfeit pay from the Authority.
- D. Employees are expected to cooperate with the Authority and report for work whenever possible. They will be required to notify their supervisor in advance any day they are not required to report for jury duty.
- E. Employees reporting for or performing jury duty services on an unscheduled workday will receive no employer pay for that day.
- F. Employees who are working 1st or 3rd shifts, who are required to serve on jury duty, shall be temporarily transferred to the 1<sup>st</sup> week of days Monday to Thursday shift for purposes of serving on the jury, and another employee shall be temporarily transferred to the job from which the person serving on jury duty came from.



## ARTICLE 27

### PERSONAL DAYS

- A. The Authority shall provide up to four (4) personal days annually.
- B. New Employees: The following shall apply to new employees during their first calendar year of employment. Employment date: after Jan. 1, but before April 1, eligible for maximum of two (2) personal days. April 1, through August 31, eligible for maximum of one (1) personal day. September 1 through December 31, not eligible for personal days during current calendar year.
- C. All employees subject to paragraph B. above shall be eligible for a maximum of four (4) personal days during each ensuing calendar year, subject to other provisions of this contract, which may apply.
- D. It is agreed that new employees subject to provisions of Article 2 shall not be eligible for any personal days during the period defined in Article 2, including any extensions of the probationary period.
- E. Requests for personal days must be submitted by Thursday of the week before (unless emergency) to the Supervisor, who may or may not give approval based upon the operating requirements of the plant. Assignments of any personal days shall be subordinate to requests for the same days by other employees who have a greater length of service. Emergency personal days will be granted only by the Supervisor in advance.
- F. Personal days must be taken before the end of the calendar year and cannot accumulate from year to year. They may be utilized on days before or after vacations, provided the employee requests to use them at the time he or she requests the vacation.
- G. Employees must schedule and have approval for all personal days prior to November 15 each year. Days which are not scheduled and approved, shall be paid at the regular base rate of pay, as provided in Article 28 paragraph F.

## ARTICLE 28

### SICK LEAVE

- A. All employees covered by this Agreement shall be granted sick leave with no loss of regular straight time pay. Employees will be given six (6) sick days beginning of year and six (6) additional sick days mid year.
- B. For new employees this accumulation shall begin only after completion of the probationary period.
- C. Sick leave may be utilized only for bona fide illness or disability purposes, and a certificate by the attending physician shall be required at the discretion of the Executive Director, after the second consecutive day of illness. However, it is specifically understood that the Executive Director, or his/her designee, may require a physician's note sooner if a pattern of absence or an abuse of the sick leave privilege is suspected. If an employee is absent from work for reasons that entitle him/her to sick leave, the Superintendent or his/her designated representative shall be notified as follows: shift workers shall be required to call out no later than one and one half (1½) hours prior to the start of his/her scheduled shift. Non-shift workers shall be required to call out no later than one (1) hour prior to the start of his/her scheduled shift.

Shift workers are permitted to call out more than eight (8) hours before shift. Failure to notify the Superintendent or his designated representative will be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action up to and including discharge. An employee who is absent for two (2) consecutive days or more and does not notify the Superintendent or some other responsible representative of the Authority during the first two (2) days absent shall be deemed to have voluntarily resigned subject to Article 43. If an employee is required to provide a doctor's note prior to returning to work, and fails to do so, shall not be paid for the days that the note was not provided and if the failure to provide a note lasts for three (3) days, the employee will be deemed to have voluntarily resigned from employment.

- D. In the event of the absence of a shift employee, such employee shall notify the Authority at least one (1½) hours prior to their scheduled shift. Such employee shall call prior to his/her scheduled shift for any day during which a sick day will be taken, unless the employee notifies the Authority in advance that he/she will be absent for more than one (1) day. In the event advance notification is given, the employee shall call the Authority at least four (4) hours prior to his/her return to his/her normal shift.
- E. All unused sick leave which is not sold back to the Authority will be retained (banked) for each employee. At retirement, or at termination of active employment after twenty-five (25) years of service, in the employment of the Authority, the employee will be credited with one (1) day terminal leave for every two (2) days of banked sick time remaining.

- F. With respect to the grant of sick leave and permitted accumulation thereof the Authority agrees to establish the following elective sick leave option which will apply to sick leave granted each calendar year of this contract.

Sick leave sell back plan: On an annual basis each employee may exercise his/her option to participate in the following sell back plan.

Employees earn twelve (12) sick days per year. Any portion of an employee's annual sick leave allotment that is unused can be sold back at the rate of one day sick leave for one day regular base pay. Under this plan an employee can receive a maximum twelve (12) days pay at regular base rate per year in lieu of banking unused sick time.

To be eligible for this plan, employees must be employed by the Authority for twelve (12) months prior to January of the year this plan is elected. The employee is not eligible to sell back sick leave credited during the first full year (12 months) of employment.

The following applies to the optional sick leave sell back plan:

1. Any sick days sold back to the Authority shall not be accumulated or credited to the employee's sick leave entitlement.
2. Any sick days accumulated prior to the current year do not qualify for sale to the Authority.
3. It is the responsibility of the employee to notify the Superintendent of his/her election to sell unused sick leave by December 1, of each year. Unused sick time will be banked if proper notice is not received.
4. Previously banked sick leave may be "sold back" beginning in calendar year 2000 to the Authority on a one for two basis. A request to do so must be made by October 1<sup>st</sup> and shall be paid by the end of the year. The Authority shall cap such sell back at eighty (80) hours pay in any year.

## ARTICLE 29

### BEREAVEMENT LEAVE

- A. Members of the bargaining unit shall be granted time off with no loss in regular straight time pay in the case of death of certain family members.
- B. Employees shall be eligible for a maximum of three (3) consecutive scheduled working days, with no loss of regular straight time pay, which days shall be taken between the date of death and the day after the funeral, for death in the immediate family. A member of the immediate family shall be defined as an employee's parents or step-parents, grand-parents, spouse, domestic or civil union partner, brother, sister, child, mother-in-law or father-in-law. However, in the case of an employee's spouse, child, domestic or civil union partner, the maximum number of consecutive scheduled working days off shall be five (5).
- C. One (1) working day with no loss in regular straight time pay shall be granted for the death of any other family members. Other family members shall be defined as the employee's aunt or uncle, which shall be defined as the brother or sister of the employee's parents or in-laws, and first line cousins, which shall be defined as the children of an aunt or uncle as defined herein.

This day is for the specific purpose of attending the funeral or making necessary related arrangements on behalf of the family, and shall not be granted for other reasons. Verification may be required by the Authority.

- D. Any Employee who is utilizing any type of leave other than Bereavement Leave shall not be granted Bereavement Leave for the same period, except in the event of a death of a spouse, child or parent living in the employee's household which occurs while an employee is on a vacation leave. In such event, the appropriate portion of the employee's vacation leave may be converted to Bereavement Leave.

**ARTICLE 30**

**MILITARY LEAVE**

- A. Military leave shall be provided in accordance with applicable law.
- B. The Authority shall pay the difference between the employee's regular straight time earnings and the compensation paid by the military branch of the service involved, for a period not to exceed two (2) weeks of training in any calendar year.
- C. Upon receipt of the official orders requiring leave for military training, an employee shall submit a request to the office of the Authority, together with a copy of official orders.
- D. During such two (2) week period of training, the following benefits shall be continued: Health insurance, group insurance and retirement program.

## ARTICLE 31

### TUITION REIMBURSEMENT AND LICENSE STIPEND

- A. In order to improve the working knowledge of its employees, the Authority agrees to make reimbursement of reasonable tuition, books and standard fees to employees under the following circumstances.
- B. An employee shall first provide to his/her Supervisor of the Authority information about the course or courses desired to be taken and the projected cost thereof 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 approval or denial. The decision of the Executive Director shall not be the subject of a grievance.
- 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. No money shall be reimbursed until the class is completed and a passing grade is received.
- D. Employees shall receive an annual stipend of \$700.00 for S licenses. The stipends will be cumulative; they will be prorated in the year they are obtained. In the first instance employees shall not receive pay for a license level below his/her current level of license; an employee must keep his/her license current and provide proof of same to the Authority. The stipend shall not be part of base salary; the stipend shall be paid within a reasonable time after receipt of a copy of the employee's wallet size (S1-4) public wastewater license each year. RVSA will agree to "flexible" days off for training as proposed by the Union. It is further agreed that only those individuals working in positions in which the license is used as part of the job will receive a stipend .
- E. To encourage employees to become more qualified in the operation/maintenance of the treatment plant and/or systems, the Authority agrees to maintain on ongoing Licensing Program and Incentive Pay for S licenses.
  - 1) Licensing Program:  
In accordance with NJAC7:10A 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 years. The Authority reserves the right to approve each licensee's training needs and schedules; disputes over same shall not be subject to the grievance procedure. Additionally, a licensee's failure to schedule and receive approval for attendance on a timely basis which results in the licensee not reaching the TCH objectives, shall not be subject to the grievance procedure.

2) Incentive Pay:

The Authority will allow training days off only on 1st week of days and on a “case by case” basis per calendar year, with pay for S license holders. The purpose of the day off is to attend a training program, which will credit the employee with TCH credits acceptable for the S license renewal. The day will not be permitted if it results in added cost to the Authority. An allowance of up to \$50 per calendar year will be reimbursed for actual expenses for the course registration. This is the only reimbursement to be granted by the Authority.

It is the employee’s responsibility to comply with all regulations set forth by the State of New Jersey Department of Environmental Protection regarding the maintenance of their S licenses. The Authority assumes no liability in this regard.

**ARTICLE 32**

**LIFE INSURANCE**

- A. The Authority shall continue to provide a fifteen thousand (\$15,000.00) dollar group life insurance policy to all full time employees after one (1) year of continuous employment. The policy will be no less than seventy-five hundred (\$7500.00) dollars for full time employees age seventy (70) years and over.
- B. This policy shall be in addition to those coverages afforded under the Public Employees' Retirement System (PERS).
- C. The Authority reserves the right to change carriers, so long as not less coverage is provided.



## ARTICLE 33

### HEALTH INSURANCE BENEFITS

- A. The Authority shall continue to provide the following insurance coverages, in accordance with existing policies:
1. Blue Cross
  2. Blue Shield
  3. Major Medical
  4. Dental Care
  5. N.J. State Disability Plan
- B. Health Insurance: Effective July 1, 2011 employees will contribute 1.5% of base salary towards their health benefits. An employee on unpaid leave of absence (Family Leave or other) will have their deductions taken by the Authority upon their return to work from subsequent paycheck.
- C. Retiree Health Coverage Contribution: Employees who became members of the PERS on or after May 21, 2010 will be required to pay 1.5% of their retirement allowance towards health benefits costs upon retirement, with twenty-five (25) years of service in the PERS.
- D. The Authority shall provide a Vision care plan in accordance with existing policies; however, beginning on July 1, 1997, each employee shall be required to contribute \$8.65 per month by payroll deduction towards the plan. Employees shall be required to submit the necessary payroll deduction authorization forms. The Authority agrees to provide a mechanism where employees may set aside a portion of their pre-tax wages in order to pay for this co-payment as well as other eligible healthcare expenses.
- E. The Authority shall increase the maximum lifetime orthodontia from \$1,500 to \$2,500 effective July 1, 2002.
- F. The Authority reserves the right to change carriers, so long as benefits are maintained at no less than those currently provided.

## ARTICLE 34

### PENSIONS AND SAVINGS PLAN

- A. The parties to the within agreement agree that pensions, as such, are not negotiable under the Public Employment Relations Act of 1968, as amended in 1973 et. seq., however, the Authority agrees that it shall continue to comply with the requirements of the Public Employees Retirement System and the Authority will make the appropriate contributions therefore.
  
- B. Employees shall be eligible to participate in the Authority's Janus Fund Savings Plan as soon as practicable.

## ARTICLE 35

### WORKER'S COMPENSATION

- A. The Authority shall continue to provide Worker's Compensation Insurance as provided by law.
- B. The Authority will not supplement the employee's insurance compensation during the first four (4) days of the absence. Employees, however, may utilize their own sick leave, if available, for such days. Should the absence continue for three (3) weeks or more, however, the Authority will supplement the employee's insurance compensation for the first four (4) days retroactively.
- C. The employee shall be required to present evidence by a certificate of the Authority's physician that he is unable to work and the Authority may require such certificate from time to time.
- D. In the event the employee contends that he is entitled to a period of injury beyond the period established by the physician appointed by the Authority, or by its Insurance Carrier then, and in that event, the burden shall be upon the employee to establish any such additional period of incapacitation by obtaining a judgment in the Division of Workmen's Compensation. The parties agree to be bound by this decision, or of the last reviewing Court, thereof.
- E. In no event shall an employee receive more than his/her base salary for the period of incapacitation; and only for the period of time that he/she is receiving Worker's Compensation benefits, or three (3) months, whichever is less.
- F. At the end of the three (3) month period, an employee may apply for a Leave of Absence, pursuant to Article 17, "Leave of Absence".
- G. The employee shall report all accidents and injuries that they are aware of to their supervisor regardless of how slight, prior to the end of their shift.

**ARTICLE 36**

**WAGES**

- A. Effective July 1, 2011, the base hourly wages shall be in accordance with the following schedule:

TITLE	2011			2012			2013		
	START	1 YEAR	MAXIMUM	START	1 YEAR	MAXIMUM	START	1 YEAR	MAXIMUM
Machinist	28.34	28.80	30.08	28.91	29.38	30.69	29.49	29.97	31.31
Chief Mechanic	27.55	28.22	29.53	28.11	28.79	30.12	28.68	29.37	30.73
BioSolids Op. Lab Analyst Maintenance Man	27.05	27.66	28.70	27.60	28.22	29.28	28.16	28.79	29.87
Utility Worker (hired on or after 7/1/92)*	22.34	23.15	23.65	22.79	23.62	24.13	23.25	24.10	24.62
Entry Level Utility Worker	17.00	17.49	17.98	17.34	17.84	18.34	17.69	18.20	18.74

\*For each utility worker hired before 7/1/92, each such worker shall receive an increase of 2.0 % per year.

- B. For the term of the contract, a new employee shall be hired at the "Starting" rate, and upon reaching his/her first anniversary of employment, shall receive the "1 Year" rate. Upon reaching his/her second anniversary date of employment, he/she shall receive the "Maximum" rate. An exception to this rate of progression would be if an employee has been on a leave of absence during this period of time. The employee's anniversary date would then be extended by the length of time of the leave of absence.
- C. For the term of the contract, with the exception of employees who have not been employed for one (1) year at the time of their promotion, an employee who is promoted to a higher paying category shall receive the "one (1) year" rate for that position, until he/she reaches his/her six (6) month anniversary in the position; at that time, he/she will be paid the "maximum rate" for the position. If the one (1) year rate is lower than his/her own, he/she shall go to the maximum rate immediately. With regard to employees who have not yet been employed for one (1) year at the time of their promotion, such employees shall receive the "starting" rate at that elevated position until they are employed one (1) year, at which time the employee will receive the "one (1) year" rate for the new position.

In addition to the foregoing wages, employees working the first and third shifts shall receive a shift differential of \$1.15 per hour.

- D. Employees who are held over or called back at overtime rates shall not receive a shift differential. Employees temporarily transferred, as that term is normally applied by the parties, to the first and third shift shall receive a shift differential.

WAGES

Level	Operator Qualifications											2011			2012			2013		
	"S" License	Black Seal	Pretreatment	Primary Treatment	Secondary Treatment	Tertiary Treatment	Lead Operator	Emergency Power	Start	1 yr	Max	Start	1 yr	Max	Start	1 yr	Max			
									27.05	27.66	28.70	27.60	28.22	29.28	26.15	26.67	27.82	26.67	27.20	28.38
1	Operator Grade 1 (Lead Operator)	X	X	X	X	X	X	X			31.70			32.33			32.98			
2	Operator Grade 2	X	X	X	X	X			27.05	27.66	28.70	27.60	28.22	29.28	28.16	28.79	29.87			
3	Operator Grade 3		X	X	X	X			26.15	26.67	27.82	26.67	27.20	28.38	27.21	27.75	28.94			
4	Operator Training Position	1 yr	2 yr	X	X	X	X	X	20.00	21.00	22.00	20.40	21.42	22.44	20.81	21.85	22.89			
5	Utility Worker/Relief Operator *		**	X	X	X	X	X	22.34	23.15	23.65	22.79	23.62	24.13	23.25	24.10	24.62			
6	Utility Worker hired after 6/2011 Depending on Qualifications								17.00	17.49	17.98	17.34	17.84	18.34	17.69	18.20	18.71			

\* Utility Worker/ Relief Operator to be paid the Operator Rate when performing the duties of that level.

PO I and PO II to be combined to be Operator Grade 2.

Process II & Process I Operators will be required to cross train/retrain to Operator level 3 Operator within 1 year.

License stipend to be \$700.00 per grade...

Black Seal training will be offered to all union employees.

Operator Grade 2 to be paid Operator 1 (Lead Operator) when performing the job duties of a Shift Supervisor when assigned.

\*\* Not required but recommended.

OPERATOR QUALIFICATIONS

<b>Pre-treatment System</b>	Trunk Lines	GRS System	Inlet Channels	Bar Screens	Main Pumps	Belt and Conveyor Systems	Odor Control Systems	HVAC & Boilers	Sampling	Gates & Operators	Readings & Ranges	Process Flow	NJDEP Permit Parameters	MCC's	SCADA System	Sensors & Meters: Function & Location
<b>Primary Treatment</b>	Grit Chambers	IDB	PST's	PSP's	Scum Removal	Thickeners & RDT's	Digesters & Sludge Storage	HVAC & Boilers	Sampling	Gates & Operators	Readings & Ranges	Process Flow	NJDEP Permit Parameters	MCC's	SCADA System	Sensors & Meters: Function & Location
<b>Secondary Treatment</b>	Intermediate Pumps	Aeration Tanks	Blowers	FST	WAS	RAS	BY-Pass Gate	HVAC & Boilers	Sampling	Gates & Operators	Readings & Ranges	Process Flow	NJDEP Permit Parameters	MCC's	SCADA System	Sensors & Meters: Function & Location
<b>Tertiary Treatment</b>	Sand Filters	UV Disinfection	Screw Pumps	Cascade Aeration				HVAC & Boilers	Sampling	Gates & Operators	Readings & Ranges	Process Flow	NJDEP Permit Parameters	MCC's	SCADA System	Sensors & Meters: Function & Location
<b>Biosolids</b>	Polymer System	Sludge Pumps	Centrifuge Operations	Conveyor Systems				HVAC & Boilers	Sampling	Gates & Operators	Readings & Ranges	Process Flow	NJDEP Permit Parameters	MCC's	SCADA System	Sensors & Meters: Function & Location
<b>Emergency Power: Generator &amp; Switchgear</b>	Generator Operations	Power Failure Procedures	Switchgear								Readings & Ranges			MCC's		Sensors & Meters: Function & Location

**ARTICLE 37**

**EMPLOYEE PERSONNEL FILE**

- A. If, in the opinion of the Union, it is necessary to establish facts where the Authority and the Union are in disagreement concerning an employee's grievance, the employee may view his/her personnel record which is relevant to the grievance which shall be made available for inspection by such employee or his/her accredited Union representatives upon at least forty-eight (48) hours' prior written notice to the Executive Director or his designee. This prior notice period is deemed to refer to notice given during the period Monday through Friday.
  
- B. An employee's disciplinary history that is more than three (3) years old will not be used in any proceeding, notification, warning or arbitration against him or her. The employee's files, however, will remain intact and will not be purged of this information.

**ARTICLE 38**

**PAYROLL ERRORS AND PAYCHECKS**

- A. Payroll mistakes will be resolved in accordance with the following: If any employee feels as though a mistake has been made in his/her paycheck, the employee must report this immediately to his/her Supervisor. If, in fact, an error has been made and the resulting error, the paycheck shall be voided and reissued within reason. All other corrections shall be made in the next paycheck.
- B. If discrepancies are reported after paychecks are cashed, then corrections or adjustments will not be made until the next available paycheck is issued.
- C. There will be no exceptions to this rule.
- D. The Authority shall make its best efforts to provide paychecks to employees working the 10:30 p.m. - 6:30 a.m. shift by 6:30 a.m. on Wednesday.
- E. The Authority shall make its best efforts to provide paychecks to Operators working the 2:30 p.m. - to 10:30 p.m. shift on Tuesdays at the start of their shift.



## ARTICLE 39

### CREDIT UNION

The following is agreed to regarding the establishment and administration of this Article.

- A. Employees may individually elect in writing to have a specified portion of their salary deducted from their pay on a weekly basis. There shall be a maximum of 48 such weekly deductions in a given calendar year. These deductions will be made during the same weeks as pension deductions are made.

Such deductions shall be deposited by the Authority with Community Financial Services ("FCU"), once each month along with the breakdown of employee's name and amount deducted.

The FCU shall have the sole responsibility for allocating the funds to the respective employee's accounts and for disbursing the same to the employees. Employees desiring to participate or make changes in the amount deducted must do so by the 15th of the month prior to the month for which the deduction is made.

Employees may elect to make up to six (6) changes during any calendar year.

- B. The Authority assumes no responsibility for any funds forwarded to the Credit Union, nor guarantees their safety or interest which may be payable to the employee on these funds.
- C. The Union and all employees electing to have such deductions made shall indemnify and save the Authority harmless from any losses, damages, costs, fees and reasonable counsel fees incurred respecting such deposited funds following transmission of such funds to the Credit Union by the Authority.

## ARTICLE 40

### REDUCTION IN FORCE

- A. The Authority retains full authority to determine the size of its workforce. Any decision to lay off employees shall be in the Authority's complete discretion.
- B. In the event the Authority determines that a reduction in force is necessary, the Authority shall consider such factors as seniority, qualifications, ability, job performance and disciplinary history. If all such factors are relatively equal, as determined by the Authority, then the least senior employee within the classification shall be the first to be laid off.
- C. Prior to making any layoffs, the Authority agrees to meet with the Union for the purpose of discussing the details of the layoff. It is understood, however, that the final decision as to which employee(s) will be laid off rests with the Authority.
- D. Once the Authority has made its determination in accordance with Paragraphs A and/or B, if an employee who is being laid off has previously held a full-time position in a lower classification within the bargaining unit or is qualified, he/she will have the option to bump the least senior employee in the classification the laid off employee once held; provided that the laid off employee has more plant-wide seniority than the employee to be bumped and further provided that the other factors listed in Paragraph B are relatively equal, as determined by the Authority.
- E. If the employee who is being laid off has not previously held a full-time position in a lower classification within the bargaining unit or is not qualified for such position, he/she will have the option to bump the least senior employee in the utility worker classification; provided that the laid off employee has more plant-wide seniority than the utility worker being bumped, and further provided that the factors listed in Paragraph B are relatively equal, as determined by the Authority.
- F. Recall shall be in reverse order of layoff, provided the laid off employee has the qualifications, ability and skills necessary to perform the available work, as determined by the Authority.
- G. The Authority agrees that no employee will be laid off on less than two (2) weeks notice, or pay in lieu thereof.

## ARTICLE 41

### SUBCONTRACTING

The Authority will notify the Union in advance of the subcontracting of any work traditionally performed by bargaining unit employees, which will result in the lay off of bargaining unit employees. The Authority agrees to meet and confer with the Union upon request to discuss the impact of such subcontracting upon the bargaining unit and to consider any proposals from the Union that such work could be efficiently performed by bargaining unit employees. For this purpose, the Authority and the Union agree to share information to assist in making a determination that such work could be more efficiently performed by bargaining unit employees.

**ARTICLE 42**

**DURATION**

- A. This Agreement shall be deemed effective as of July 1, 2011 with all issues being retroactive and shall continue in full force and effect until June 30, 2014.
  
- B. If either party desires to modify or terminate this Agreement, it shall notify the other in writing, by certified letter, in accordance with the Rules of the Public Employment Relations Commission. If such notification is not made, this Contract shall continue in full force and effect until the annual anniversary date of its expiration.

## **ARTICLE 43**

### **PROOF OF ABSENCE**

All provisions in the within Agreement requiring documentation for proof of absence (whether sick time, emergency personal time, etc.) shall mean the employee is required to produce documentation substantiating absence and/or ability to return to work which must be provided to the Authority on or before the employee's return to work. No employee shall be permitted to return to work unless and until the employee provides the Authority with the appropriate documentation.

## ARTICLE 44

### DRUG AND ALCOHOL POLICY ALCOHOL AND DRUG-FREE WORKPLACE

Rahway Valley Sewerage Authority (the "Authority") is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Authority employee improperly consumes alcohol or illegally uses drugs on the job, comes to work under their influence, or possesses, distributes or sells alcohol or drugs in the work place. Therefore, the Authority has established the following policy:

- (1) It is a violation of Authority policy for any employee to possess, sell, trade, or offer for sale alcohol or illegal drugs or otherwise engage in the consumption of alcohol or illegal use of drugs on Authority premises, in Authority vehicles, or while on Authority business.
- (2) It is a violation of Authority policy for anyone to report to work under the influence of alcohol or illegal drugs. Employees must refrain from the consumption of alcohol for at least four hours prior to reporting for work.
- (3) It is a violation of Authority policy for anyone to use prescription drugs illegally. (Nothing in this policy, however, precludes the appropriate use of legally prescribed medications, provided that the employee complies with the provisions of this policy detailed below with respect to prescription medications)
- (4) Violations of this policy are subject to disciplinary action up to and including termination.

Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who may have an alcohol or drug problem to seek help.

#### Drug and Alcohol Testing

The Authority adopts pre-employment drug and alcohol testing, random drug and alcohol testing, reasonable suspicion drug and alcohol testing, and post-accident drug and alcohol testing.

Drug testing will be conducted through split-sample urinalysis while alcohol testing will be conducted through breath or saliva screening. Testing will be conducted by an independent medical facility chosen by Authority.

An alcohol concentration of 0.04% or greater constitutes a positive alcohol screening test.

If an employee receives a positive drug test result, the employee can request a second drug test from a split sample at the employee's own cost. If the results of the second test conflict with the first, the employer will schedule a third and final test at a mutually agreed independent medical lab. All parties will be bound by the result of the third and final test. Both parties will share the

cost of the third test. If a false positive test result is proven to have occurred, the cost of the second test and one-half of the cost of the third test will be reimbursed to the employee.

A. Pre-employment Drug and Alcohol Testing

All job applicants for positions with the Authority will undergo testing for the presence of illegal drugs and alcohol as a condition of employment. Any applicant with a confirmed positive test result will be denied employment. The Authority will not discriminate against applicants for employment because of a past history of alcohol or drug abuse. Therefore, individuals who have failed a pre-employment test may initiate another inquiry with the Authority after a period of no less than six months, but must present themselves drug-free. The Authority will cover the cost of pre-employment testing.

B. Random Testing

All employees shall be subject to random drug and alcohol testing. Random alcohol testing will be done before, during or just after performing a safety sensitive function.

1. Random drug and alcohol testing will be unannounced and the date for administering random alcohol and drug tests shall be spread reasonably throughout the calendar year.
2. Employees for random alcohol and drug testing shall be selected by a computerized lottery system. Once chosen to undergo testing, the employee's name will be re-entered into the system for the next round of testing announcements. Under this selection process, each employee shall an equal chance of being tested each time selections are made.
3. Upon selection, the employee shall report to the test site immediately. If the employee is performing a safety-sensitive function at the time of notification, the employee shall stop performing the function in a manner consistent with safety, and proceed to the test site as soon as possible.
4. Authority will cover the cost of random testing.

C. Reasonable Suspicion Drug and Alcohol Testing

It shall be a condition of employment for all employees to submit to alcohol and/or drug testing when there is reasonable suspicion to believe that an employee is under the influence of alcohol or using illegal drugs.

1. The supervisor's determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or drug test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of drugs.
2. When a supervisor has reasonable suspicion that an employee may be under the influence of drugs and/or alcohol, he or she shall:

- a. Complete the Supervisor's Report of Reasonable Suspicion form, following the appropriate instructions.
  - b. Contact the Secretary-Treasurer, who will provide further instruction. The Secretary-Treasurer will determine whether to send the employee for drug and/or alcohol testing.
3. Authority will cover the cost of reasonable suspicion testing.

D. Post Accident Testing

It shall be a condition of employment for all employees to submit to alcohol and/or drug testing when an employee is involved in an on-the-job accident where personal injury or damage to Authority property occurs. Authority will cover the cost of post-accident testing.

**Refusal to Test**

Any employee who refuses to comply with a request for alcohol and/or drug testing shall be considered as having produced a positive test result and will be discharged. Any employee who fails to abide by the required procedures for obtaining the urinalysis and breath or saliva testing as directed by the independent medical facility will be deemed to have refused to test and the same sanctions will apply.

Any employee who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be terminated. If the laboratory detects that a substance has been added to the sample to interfere with the normal testing process, the employee will be deemed to have refused to test and the same sanctions will apply.

**Right to Inspect**

The Authority reserves the right to inspect, investigate, and search for controlled substances and/or alcohol at any time, with or without prior notice, on or in any and all Authority premises and vehicles. Refusal to cooperate with any inspection, investigation, or search that is authorized by an Authority representative shall result in termination of employment.

**Prescription Drugs**

If an employee takes an over-the-counter medication or a prescribed drug, the employee must consult his or her prescribing medication professional to determine whether the drug may have an adverse effect on his or her personal safety or job performance while at work. If the effects of the medication could pose a danger to the employee's safety, or the safety of a co-worker or any other person, or otherwise impair the employee's ability to perform his or her job, the employee must inform the Secretary-Treasurer.

The Secretary-Treasurer may require the employee to produce acceptable medical documentation of the employee's ability to safely and properly perform all of their job duties. Failure or refusal by an employee to properly inform the Secretary-Treasurer or to produce acceptable medical



documentation, upon request, may result in discipline, up to and including termination of employment.

### **Rehabilitation**

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and alcohol/drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the improper consumption of alcohol or illegal use of drugs is incompatible with employment with the Authority. Therefore, the Authority strongly encourages an employee with a drug/alcohol abuse problem to voluntarily step forward to tell the Authority Secretary-Treasurer any other management representative with whom the employee feels comfortable.

The Authority recognizes the health implications of alcohol abuse and drug use on its employees and considers it a treatable illness. As with other illnesses, the Authority's primary objective is to assist in the employee's rehabilitation. The Authority designed this policy to encourage employees to voluntarily seek help for any substance abuse problems.

An employee may voluntarily admit to the Secretary-Treasurer or any other management representative with whom he or she feels comfortable that he or she has an alcohol or substance abuse problem without fear of discipline or discharge. Upon admission of an alcohol or substance abuse problem, the Authority will provide the employee with information on where he or she may seek counseling and the individual will immediately enroll himself or herself in a rehabilitation program. The costs of counseling may be covered by the employee's medical insurance. If not, the cost of such outside services are the employee's responsibility.

An unpaid leave of absence will be granted for a reasonable period for treatment. The Authority will make every effort to hold the employee's position during the rehabilitation process. The Authority will not take disciplinary action against an employee who voluntarily admits having an alcohol or substance abuse problem unless the employee refuses to enroll in and successfully complete a rehabilitation program. Employees who voluntarily enter rehabilitation on more than one occasion, however, shall be subject to disciplinary action up to and including immediate termination.

It is crucial to note that the accommodations in this section apply only when an employee voluntarily comes forward. If a substance abuse problem is disclosed to the Authority only after there has been (1) a positive alcohol or drug test; (2) a violation of a Authority rule or standard; (3) a violation of law; or (4) a violation of this policy, the Authority will not consider the employee to have voluntarily come forward.

Employees who return to work after completing a rehabilitation program will be required to successfully pass a drug and/or alcohol test. As part of the rehabilitation program, Authority will require employees to submit to follow-up drug and alcohol testing. If an employee fails to remain drug free or engages in the improper consumption of alcohol after the first voluntary rehabilitation, he/she may be terminated.

As a condition of employment, employees must abide by the terms of this policy and must notify the Authority's Secretary-Treasurer in writing of any conviction of a violation of a criminal drug statute occurring in the work place no later than five calendar days after the conviction.

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**RAHWAY VALLEY SEWERAGE  
AUTHORITY**

By: James J. Meehan  
James J. Meehan  
Executive Director

Attest  
By: Robert J. Materna  
Robert J. Materna, Secretary-Treasurer

**UNITED STEEL WORKERS  
AFL-CIO, CLC**

By: Leo W. Gerard  
Leo W. Gerard, International President

By: Stan Johnson  
Stan Johnson, International Secretary/  
Treasurer

By: Thomas Conway  
Thomas Conway, Vice-President  
Administration

By: Fred Redmond  
Fred Redmond, Vice-President, Human  
Affairs

By: William J. Pienta  
William J. Pienta, Director, District 4

By: Del Vitale  
Del Vitale, Staff Representative

**NEGOTIATING COMMITTEE,  
Local 4-149**

By: Ken Goley      7-21-11  
Ken Goley                      Date  
President, Local 4-149

By: Francis P...

By: Harry Jones

By: Sarah Kyspe

By: \_\_\_\_\_

By: \_\_\_\_\_