

AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 676

and

**THE LANDIS SEWERAGE AUTHORITY
VINELAND, NEW JERSEY**

**Agricultural Site Truck Driver/Farm Workers and Ag-Gator
Driver/Farm Worker**

January 1, 2010 up to and including December 31, 2013

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PREAMBLE

This AGREEMENT entered into this _____ day of _____, 2010 by and between the Landis Sewerage Authority, in the County of Cumberland, New Jersey, an Authority formed pursuant to N.J.S.A.40:14A-1 et. seq of the laws of the State of New Jersey, hereinafter called the "Employer" or "Authority" and TEAMSTERS LOCAL 676, hereinafter called the "Union," represents the complete and final understanding on all the bargainable issues between the Employer and the Union.

ARTICLE ONE

RECOGNITION

The Employer recognizes and acknowledges that Teamsters Local Union No. 676, is the exclusive representative of the employees in the classifications of work covered by this Agreement, for the purpose of collective bargaining as may be provided by Chapter 303 of Laws of 1968, State of New Jersey specifically including all for the title Truck Driver/Farm Worker and AgGator Driver/Farm Worker but excluding Senior Sewerage System Employees, sewerage system employees, office and clerical workers, managerial executives confidential employees, craft employees, professional employees and supervisors within the meaning of the Act, and all other employees employed by the Landis Sewerage Authority. It is acknowledged by the parties that either party may file a Clarification of Unit Petition with the Public Employment Relations Commission in the event a party believes that a classification is improperly excluded or included in the bargaining unit.

ARTICLE TWO

MANAGEMENT RIGHTS

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

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

Section 2. The Employer shall determine work schedules and shifts, decide the number of employees needed for any particular time.

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

Section 4. The Employer shall hire all employees and subject to the provisions of the law, shall determine the qualifications and conditions of continued employment, the content of work assignments and shall assign, promote and transfer employees.

Section 5. The Employer shall make, maintain, amend and promulgate such rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the Authority after advance notice thereof to the employees and required

compliance by the employees is hereby recognized by the Union.

Section 6. The Employer shall determine the amount of overtime to be worked. No such rule or regulation will alter a term and condition of employment contained in this Agreement.

Section 7. The Employer shall suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.

Section 8. The Employer shall have the right to lay off employees in the event of lack of work or lack of funds or under conditions where continuance of such work would be inefficient and/or non-productive.

Section 9. The Employer shall reserve the right to itself with regard to all other conditions of employment not so reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Employer.

Section 10. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices for the furtherance thereof, and the use of judgment and discretion by the Employer in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

Section 11 Nothing contained herein shall be construed to deny or restrict the Authority of any of its rights, responsibilities, and authority under N.J.S.A. 40:14A-1 et seq., or any other National, State or Local Laws or Regulations.

Section 12. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

ARTICLE THREE

UNION SECURITY - DEDUCTIONS FROM SALARY

Section 1. Union Membership

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

Section 2. Non-Discrimination

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

Section 3. Dues

The Employer shall deduct regular monthly dues from the pay of any Union member covered by this Agreement upon receipt of individual written authorization cards executed by an employee and bearing his signature. The Employer shall remit to the Union all deductions prior to the end of the month from which the deduction is made.

Section 4. Agency Shop

(a) In accordance with the New Jersey Employer Employee Relations Act, Sec. 34:13A-5.5(b), upon receipt of proper individual authorization cards, the Employer agrees to deduct from the salary of employees who are not members of the Union, an amount equal to 85 percent (85%) of the regular membership dues,

fees and assessments as a representation fee. For present employees, such payments shall commence on the thirtieth day following the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the latter; for new employees, the payment shall start thirty (30) days following the commencement of employment. The Employer shall remit to the Union all such deductions prior to the end of the month for which such deductions are made.

(b) Any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Union & return of any part of the fee which represents the employee's additional pro-rata share of the Union's expenditures in and of activities or causes of the partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any benefits available only to Union members. The pro-rata share subject to refund shall not reflect the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, or other conditions of employment in addition to those secured through collective bargaining with the Employer.

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

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

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

Section 5. Credit Union

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

Section 6. Drive

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

Section 7. Notification And Dues

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

Section 8. Indemnification

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this Article. The Union shall intervene in and defend any administration or court litigation concerning this provision.

ARTICLE FOUR

HIRING NEW EMPLOYEES

Section 1. The Employer shall notify the Union when any new bargaining unit employees are to be hired. The Union shall have the right to send applicants for the job or jobs, and the Employer agrees to interview such applicants, and give the same interview consideration to the Union sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring applicants from other sources.

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

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

ARTICLE FIVE

UNION RIGHTS AND SHOP STEWARDS

Section 1. Accredited representatives of the Union may enter the Authority's facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the Authority's facilities or premises, it shall request permission from the Executive Director stating the reasons therefore and such permission will not be unreasonably withheld, provided there will be no interference with the normal operations of the business of the Authority or the normal duties of employees. There shall be no Union business transacted nor meetings held on Authority time or property without the prior approval of the Executive Director.

Section 2. One Shop Steward and one alternate may be appointed to represent the Union in grievances with the Authority. Whenever changes by the Union are made by the appointment of a new Shop Steward or alternate, the names of the newly appointed representatives shall be submitted, in writing, to the Executive Director.

Section 3. Prior to engaging in any Union activity, the Shop Steward and Union officers shall seek permission from the Department Head or the Executive Director, or their designee, to be relieved from his assigned work detail. Failure to comply with this Section shall result in disciplinary action.

Section 4. The Shop Steward or his/her Alternate shall not give orders to employees nor countermand orders of management. Further, they shall not be sole judge in determining whether a piece of equipment is unsafe. However, the Business Agent shall have the right to investigate and determine, along with management, disputes regarding unsafe equipment.

Section 5. Shop Stewards, when directed by the Union, shall be permitted to investigate, present and process grievances on the property of the Employer without loss of pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. No overtime will be paid solely for the purpose of investigating, presenting, or processing grievances.

ARTICLE SIX

NO-STRIKE PLEDGE

Section 1. The Union covenants and agrees that during the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Employer. The Union agrees that such action would constitute a material breach of this agreement.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article Five.

Section 3. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Employer.

Section 4. Nothing contained in this agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity

for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE SEVEN

LEAVES OF ABSENCE

Section 1. Any employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods. Permission for extension must be secured from the Employer.

Section 2. During the personal leave of absence, the employee shall not engage in gainful employment in any industry or capacity whatsoever. Failure to comply with the provision shall result in the complete loss of job and seniority rights for the employee(s) involved.

Section 3. Inability to work because of proven illness or injury shall not result in the loss of seniority rights.

Section 4. The employee shall make suitable arrangements to reimburse the Employer for the continuation of fringe benefits when indulging in an authorized leave of absence.

ARTICLE EIGHT

SENIORITY

Section 1. After an employee has worked for the Employer for at least ninety (90) days, an employee shall gain seniority status and his seniority date on the seniority list shall revert to the first day of his ninety (90) day qualification period.

Section 2. Loss of Seniority and Job

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

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

ARTICLE NINE

LAYOFF

Section 1. Lay-Off and Recall

Generally, the period of employment for seasonal employees in the Agriculture Division will be from the end of February to the last week November in any calendar year. The precise time the authority will employ seasonal workers each year will be impacted by the weather and the length of the growing season. Seasonal employees will not be subject to the 90 day probationary period contained in Section 2.4 when they are recalled.

At the end of each season, the Authority will either layoff or terminate each seasonal employee. The decision of whether a seasonal employee will be laid off or terminated will be based on the employees' attendance and performance during the preceding year. It is anticipated that seasonal employees who are laid-off at the end of each year will be recalled in the spring. The number of seasonal employees returned will depend on the needs of the Authority. There is no guarantee that all employees will be recalled. Seasonal employees who are terminated will not be recalled. All Authority property such as cell phone, keys and uniforms shall be returned.

Section 2. Notification of Recall

The Employer, when recalling laid off employee, shall make a phone call and send a letter to the employee's last known address (as indicated on employee's records) and the employee shall have 7 days to respond to such recall notice. After the employee has notified the Employer that he will return to work, the

employee shall have one (1) week to adjust any other personal matters he may have. If the employee fails to report within the one (1) week period, he shall lose all seniority right under the contract, meaning discharge from employment.

Section 3. Notice of Lay-Off

The Employer agrees to give **one week** notice, whenever making seasonal or permanent layoffs, to the Union and the Shop Steward. Notice must be given in writing.

ARTICLE TEN

MILITARY SERVICE AND JURY DUTY

Section 1. Military Service

In the event that any employee volunteers for or is called to active military service in the Armed Forces of the United States or State Militia such employee shall not, during the period of such service, lose his/her seniority rights as herein provided. Upon his/her discharge from such service, the employee will be offered re-employment in accordance with applicable state and federal law; including but not limited to the Federal Uniformed Services Employment and Re-employment Rights Act of 1994 ,38U.S.C. §4301 et seq. and New Jersey Statutes§38:23-1 and §38A:4-4.

Employees shall receive a written leave of absence from the Employer when leaving to enter into military forces.

Section 2. Summer Encampment

In the event any employee covered by this Agreement, who is a reservist in the Armed Forces of the

United States, is required to go away on maneuvers or summer encampment, for a temporary period, the Employer agrees to supplement his military pay with an amount sufficient to equal his regular forty (40) hour weekly earnings at the straight time rate for his job classification. This shall be limited to thirty (30) calendar days.

Section 3. Jury Duty and Summons

In the event any employee covered by this Agreement is required to serve Jury Duty, the Employer agrees to supplement his Jury Duty compensation with an amount sufficient to equal his regular forty (40) hour weekly earnings at the straight time rate for his job classification. The Authority agrees that no Authority employee will suffer a loss of time for a court summons on a work related matter.

ARTICLE ELEVEN

PROMOTIONS AND TRANSFERS

Section 1. All job openings or vacancies within the bargaining unit shall immediately be posted by the Employer on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. The position shall be awarded and become effective at the discretion of the Employer. Any employee wishing to bid for the opening or vacant position shall do so in writing in responding to the posting. In its discretion, the Employer will offer weekend and shift employees the opportunity to change shifts or work schedules when another position becomes available and that employee requesting a change is determined qualified for that position, or when a new employee is hired in that employee's classification.

Section 2. The Employer shall utilize experience, ability, aptitude, skills, employee attendance and physical condition as the criteria for filling by transfer all openings and vacancies and for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned factors combined are substantially equal in the judgment of management, seniority shall be the deciding factor. The selected employee shall have a thirty (30) day qualification period. If at the end of the qualifying period, the Employer determines that the employee is not qualified, the employee shall have no further entitlement to the position. Any employee so disqualified or who voluntarily gives up the promotion or transfer shall be allowed to resume his/her former position without penalty.

In the event the Employer does not obtain sufficient or qualified employees, as determined in the sole discretion of the Employer, to fill the openings or vacancies, then the Employer may fill such positions from other sources.

ARTICLE TWELVE

LEAVING BARGAINING UNIT

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

ARTICLE THIRTEEN

EXTRA CONTRACT AGREEMENTS

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

ARTICLE FOURTEEN

GRIEVANCE PROCEDURE

Section 1. A grievance shall be any dispute arising under the express terms of this Agreement.

Grievances must be presented and processed in accordance with the following steps:

Step 1 An employee must first present his grievance to his immediate foreman and shop steward for their discussion and resolution.

Step 2 If the grievance is not resolved in Step 1, the grievance shall be reduced to writing within seven (7) calendar days of the occurrence thereof, or when it reasonably would have become known to the aggrieved employee, and submitted to the Employer's Executive Director. The Executive Director shall then have seven (7) calendar days to submit his answer in writing to the Union Steward. Failure of the employee to present his/her grievance in writing within seven (7) calendar days of the occurrence thereof shall be deemed to constitute an abandonment of the grievance and it shall not be considered.

Step 3 If the grievance is not resolved in Step 2, it shall be taken up within five (5) calendar days of the Executive Director's Step 2 answer by the Union's Business Agent and the Employer's Executive Director. The Executive Director shall render his decision in writing within fifteen (15) calendar days.

Step 4 If the grievance is not resolved in Step 3, the Union shall have seven (7) calendar days within which to submit the matter, in writing, to arbitration pursuant to the rules of the Public Employment Relations Commission. The parties shall direct the

Arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

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

Section 3. In the event the Union shall fail to take an appeal from the disposition by the Employer of a grievance in any of the Steps set out above within the time limits set forth above, then the last decision given in the immediately preceding Step shall be final and conclusive, and the grievance shall not be reopened for further discussion.

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

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

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

Section 7. Inspection of Payroll Records

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

ARTICLE FIFTEEN

CONDITIONS OF WORK SAFETY

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

Section 2. Defective Equipment

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

Section 3. Reporting Accidents

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

Section 4. Any employee sustaining injuries which are compensable under the "Workers Compensation Act", which prevent him from performing all work available to him, at Employer's place, shall sustain no loss of pay for the balance of the day on which he was injured.

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

Section 6. Notwithstanding the above, if the Employer determines that a work assignment is not dangerous or that equipment is not unsafe, then the Employee may be directed to perform the work or

operate the equipment by the Employer and his failure to do so shall constitute insubordination. An employee may grieve the Employer's determination, but during the pendency of any grievance, an employee shall continue to follow all directions and orders of the Employer.

ARTICLE SIXTEEN

DISCIPLINARY ACTION

Section 1. Cause for Dismissal or Suspension

No regular employee may be dismissed or suspended without just cause. The Authority shall implement a progressive discipline program. The provisions of this Article shall not apply to new employees during their probationary period, or part time employees.

Section 2. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. Until the case has been discussed with the Business Agent, no employee may be dismissed, demoted or suspended, except when the provisions of this section provide for immediate dismissal or suspension. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay.

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

- (1) Calling or participating in any authorized or unauthorized strike, work stoppage, work slow-down or walk-out.
- (2) Drunkenness, proven during working hours, or being under the influence of alcohol or drugs during working hours.
- (3) Bring or consuming intoxicants or the use or possession of a controlled dangerous substances during work hours.
- (4) Proven theft or dishonesty or malicious mischief.
- (5) Assault on his fellow employees or his Employer's representative during working hours.
- (6) Deliberate destruction or removal of Authority property, without permission.
- (7) Sleeping on duty.
- (8) Any negligent act or failure to act which endangers the life of the employee or others.
- (9) Possession of a gun or other weapon (except a legally licensed gun or other weapon which is locked in a vehicle and not in plain view).
- (10) Commission of criminal act.
- (11) Insubordination or direct disobedience to a supervisor.
- (12) Absence without leave or failure to report after an authorized leave has expired or after such leave has been disapproved or revoked.
- (13) Further, any action which constitutes conduct unbecoming a public employee will result in disciplinary action including suspension or dismissal from employment.

Section 3. In each instance, the Employer shall promptly notify the Union of the action taken, in writing. The parties agree that a dismissal, suspension or demotion shall not be subject to the Grievance Procedure or arbitration as provided in this Agreement unless the Union shall have notified the Employer, in writing, of the intention to do so within two (2) weeks of the dismissal or suspension. Other forms of discipline, such as verbal warnings and written reprimands, shall not be subject to the Grievance Procedure.

Section 4. For the purpose of clearing the employee's record, any written warnings will be considered removed from his\her file after six (6) months if the warning did not include any loss of time (suspension) or money (fine). This clearing of the record will apply to Section 2 of this article. In the case of termination, the employee's record is open for total review.

ARTICLE SEVENTEEN

NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee because of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, sexual identity or expression, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States armed forces, and/or any other characteristic protected by law.

ARTICLE EIGHTEEN

DEATH IN FAMILY

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

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

The employer shall grant such employee affected, a maximum of three (3) days off with pay, at the regular straight time pay rate, for the purpose of attending services for the deceased. The three (3) days pay is to compensate the employee for any time loss, Monday through Sunday, because of such death. The employee must submit a death certificate or copy of a newspaper obituary notice as proof of such death to the Employer. All employees must be on the seniority list for a period of three (3) months before becoming entitled to leave with pay under this Article Eighteen. An employee shall be permitted to take two (2) sick days, in addition to the bereavement leave described above, for deaths in an employee's immediate family (parents, siblings, children and spouse only). An employee shall be permitted to take up to one (1) sick day for the death of an aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law.

ARTICLE NINETEEN

HOLIDAYS

Section 1. Holidays

The parties recognize the following 10 holidays:

- (1) New Year's Day
- (2) Labor Day
- (3) Christmas Day
- (4) President's Day
- (5) Martin Luther King's Birthday
- (6) Decoration Day
- (7) Columbus Day
- (8) Good Friday
- (9) Thanksgiving Day
- (10) Fourth of July

Section 2. Holidays which fall on a Saturday shall be celebrated on the preceding Friday.

Holidays which fall on a Sunday shall be celebrated on the following Monday.

Section 3. Each employee on the seniority list shall be paid at his ordinary wage rate for eight (8) hours for each of the above-listed **ten (10)** holidays, except if a holiday falls on a scheduled day off; an additional eight (8) hours at ordinary wage rate shall be added to such employee's salary for that week.

Section 4. An official holiday shall be the period from twelve o'clock (12:00) midnight of the day of official observance. Holiday pay shall not be allowed an employee unless he is working during the week in which the holiday falls, and is on the job and available for work his last scheduled work day before, and his first scheduled work day after the holiday, even though in different work weeks, except in the case of approved vacation or leave or proven illness or injury substantiated by a medical certificate.

Section 5. Any employee who has resigned, suspended without pay or has been properly dismissed for cause, prior to any of the Holidays set forth above, shall not be entitled to Holiday pay.

ARTICLE TWENTY

WAGES AND HOURS

Section 1. General

The Union agrees that the Employer shall be entitled to a "day's work for a day's pay."

Section 2. Work Week

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

Section 3. Work Hours

The basic workweek shall normally be 7:30am to 4:00pm, eight (8) hours per day, forty (40) hours per week, five (5) consecutive days per week, with ½ hour unpaid lunch break and two 15 minute **paid** breaks which may be scheduled Monday through Sunday, inclusive.

Section 4. The first day of rest will be the first day the employee is scheduled to be off during the week between Sunday midnight, and the following Sunday midnight, and the second day of rest will be the second day an employee is scheduled to be off during the same period.

Section 5. If an employee is thirty (30) minutes late without notice, the late employee may be sent home without pay for that respective shift and may be subject to other appropriate disciplinary action.

Section 6. Pay Period

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

Section 7. Pay Day

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

Section 8. Statement of Earnings

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

Section 9. Break Periods

All employees shall have a fifteen (15) minute break period in the a.m. and a fifteen (15) minute

break period in the p.m., without loss of pay, as in past practice. An additional 15 minute break after 10 hours of work.

Section 10. Lunch Periods

All employees shall receive an unpaid lunch period. The lunch period shall be one-half (1/2) hour.

Section 11. Overtime

(A) Seasonal workers engaged in agriculture labor such as the Authority farm are exempt from the payment of overtime. Overtime will be paid for time worked under the Truck Driver or Ag-Gator Driver title in excess of forty (40) hours per week, not for work performed under the Farm Worker title. Seasonal employees with split pay titles will not be eligible to receive overtime pay for work at the farm that is considered to be agricultural labor. Sick time does not count as time worked.

(B) In the case of emergency call in for the purpose of responding to a sewer call, titles covered under this agreement may be called in for overtime after the call in procedure has been exhausted all other Senior Sewer System Employees or Sewer System Employees. Pay will be based upon the respective driver title.

ARTICLE TWENTY-ONE

COOPERATION WITH MANAGEMENT

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

ARTICLE TWENTY-TWO

SAVINGS AND SEPARABILITY CLAUSE

Section 1. The parties to this Agreement believe it complies with Chapter 303, Laws of 1968, State of New Jersey. Accordingly, it is agreed that nothing contained in this Agreement shall require Union or Employer to do anything which violates the law. The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under, or in contravention of any operable Federal or State Law, or under which Employer or Union is required to do any act which is in contravention of any Federal or State Law, shall be null and void, but in such an event, the remaining clauses shall continue in full force and effect for the term of this Agreement and any renewal thereof. The parties agree, in good faith, to attempt to replace any such null and void clause with a clause which conforms with the law. The parties further agree that if during the term of this Agreement or any renewal thereof any such null and void clause shall become legal or permissible by legislative enactment, a subsequent decision of the courts or otherwise, such null and void clause shall again become part of this Agreement. Any disagreement shall be submitted to the Grievance Procedure.

Section 2. The parties to this Agreement agree to be bound by all of the terms and provisions of this Agreement and the interpretations and enforcement thereof, and do further agree to participate in negotiations of any modification or renewal of the contract.

ARTICLE TWENTY-THREE

BULLETIN BOARDS

One bulletin board shall be made available by the Employer at the Authority's Wastewater Treatment Plant. This Bulletin Board may be utilized by the Union solely for the purpose of posting notices relating to the meetings and official business of the Union. The Union agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaigns or political material of any kind. The Executive Director may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article. All posting will also be sent to the Agriculture Building.

ARTICLE TWENTY-FOUR

UNIFORMS

Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. If the Employer is now furnishing uniforms, he will continue to do so. The employee shall receive a combined allowance of \$185.00 per year for work shoes and clothing approved by the Agriculture Site Manager and for a clothing allowance. The above allowance shall be paid to the employee upon presentation by the employee of signed receipts.

ARTICLE TWENTY-FIVE

VACATIONS

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

5 day per year of vacation (prorated based upon 10 months for new hires)

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

Section 3. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis in accordance with Authority procedures. Upon separation from the Authority or upon retirement, an employee shall be entitled to vacation allowances for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective. In the event an employee has used a greater amount of vacation leave than he/she has earned, the excess amount shall be deducted from any sums due the employee or shall be collected directly from the employee. Vacation Time shall be reduced, in a pro rated manner, for time lost for taking either disability time or workers compensation time off. A minimum of thirty (30) calendar days would have to be missed during any period of disability or workers compensation injury for the same injury as determined by the Authority's insurance carrier. For every thirty

(30) calendar days missed based upon the amount of vacation time allowable to the employee based upon years of service the following annual allowance shall not accrue:

5 Vacation Days per year 8 hours shall not accrue

Section 4. (a) The Employer shall have the right to schedule the number of men who shall receive vacations at a particular time, according to their seniority.

Section 5. An employee who is discharged for cause or who resigns without giving two (2) weeks written notice of his intent to resign shall not be eligible for proportionate vacation pay earned by him since January 1st of that credit year. Employees who resign and who have given two (2) weeks notice to the Authority of such intent or who are laid off, or who are released by the Employer for other reasons than discharge for cause, shall be eligible for proportionate vacation pay earned to date during that vacation year on the basis of one-ninth (1/10) of their normal vacation to which they would have been entitled the following January 1st, for each calendar month worked.

Section 6. All vacation days must be used within the calendar year earned unless the employee is not permitted to take vacation because of the presence of Authority work or unless the employee has received permission from the Executive Director to carry over vacation to the next calendar year. Carry over vacation must be used within the first six months of the new calendar year. An employee shall have the option upon proper notice to the Executive Director prior to October 30 of receiving salary in lieu of vacation time. Payments are to be made in the first pay of December of the current year.

ARTICLE TWENTY-SIX

HEALTH BENEFIT PROGRAM

Section 1. (A) All Employees covered under this Agreement shall continue to be covered by Horizon Blue Cross Blue Shield of New Jersey with the premium cost of the entire plan to be paid by the Employer. As part of the plan, employees shall continue to have a \$50.00 co-pay for each emergency room visit and a \$10.00 co-pay for each doctor's visit, and in-network coverage shall continue to be 100%. Out-of-network coverage shall continue to be 80% and the annual out-of-pocket maximum shall continue to be \$2,000 (\$4,000 family); however, effective January 1, 2010, the annual out-of-network deductible shall be changed to \$1,500 (\$3,000 family), \$2000 annual out of pocket maximum (\$4000/family) and 60% coverage out-of-network.

(B) Employees shall receive the foregoing Insurance Coverage upon completion of their probationary period and any service waiting period prescribed by the Insurance Carrier.

(C) Employees shall receive the following-dental/orthodontics/eye glasses/hearing aid coverage upon completion of their probationary period and any service waiting period prescribed by the Authority. The coverage shall consist of a combined dental/orthodontics/eye glasses/hearing aid coverage maximum is \$1,600.00 per year/per family. In the event the Authority opts to provide a dental/orthodontics/eye glasses/hearing aid insurance plan, employees shall have the option to enroll in the dental insurance/eyeglass insurance plan to be offered by the Authority. Employees who elect to enroll in the plan shall not be entitled to receive the \$1,600.00 per year. Employees may join the insurance plan during the annual open enrolment period. Once an employee enrolls in the plan, the employee cannot, at any time, elect to return to the

\$1,600.00 per year allowance. In the event the Authority discontinues the plan, the employees enrolled in the plan will revert to the \$1600.00 per year allowance.

(D) The Authority shall provide prescription insurance coverage to employees, subject to:

(i) the following not to exceed co-pays:

| | |
|----------------|-------------------|
| <u>Generic</u> | <u>Brand Name</u> |
| \$10.00 | \$20.00; and |

(ii) effective January 1, 2010, the requirement that all Employees shall utilize the Express Scripts mail-in program (or other approved equivalent) for all maintenance drugs with 90-day supplies of prescription drugs in all instances when such maintenance drugs are prescribed.

The Authority shall be enrolled in a New Jersey Disability Insurance Program. The Authority will continue to provide a Disability Plan for all bargaining unit employees comparable to the Disability Plan presently provided to non-union Management Personnel. In addition, a life insurance policy including accidental death and dismemberment in the amount of \$20,000.00 will be provided by the Authority.

Section 2. The Authority may, at its option, change any of the existing insurance plans or carriers providing such benefits or may implement an Authority Self-Insured Plan during this contract, so long as there is no appreciable change in the level of benefits provided to the employees and their eligible dependents. Before any change in carriers and/or plans is made, the Employer agrees to notify the Union and to discuss same with Union. For the purposes of this Section, the fact that an insurance plan may require that certain medical procedures be approved in advance by the plan administrator, in order to be covered by the

insurance, and out of network or non referred care deductibles are applied will not be a factor in considering whether such plan constitutes an appreciable change in the level of benefits provided to the employees and their dependents.

Section 3. Duplication of Benefits/Sell Back Option. The Authority will provide cash in lieu of benefits to those employees who opt not to take the health insurance as provided by the Authority. The employee will be reimbursed on a monthly basis for each full month of coverage which they did not take (i.e., in October, employee receives September's money). By completing a Duplication of Benefits/Sell Back Option Agreement, the employee has the ability to choose any of the appropriate reimbursement amounts as listed below:

| <u>Type</u> | <u>Amount</u> |
|-------------------------|------------------|
| <u>Health Insurance</u> | <u>Per Month</u> |
| Family | \$200.00 |
| H/W and P/C | 150.00 |
| Single | 100.00 |

Section 4. Employees who retire under the PERS Pension System with fifteen (15) years or more of service with the Landis Sewerage Authority and are at least sixty-two (62) years of age or older shall be afforded the opportunity to purchase health benefit coverage under COBRA of the then current health benefits provided to LSA employees until such employee is eligible for Medicare. Employees must pay the COBRA payments on time and in accordance with LSA procedures or coverage will terminate.

Section 5. Employees laid off with the anticipation of being rehired may continue their health benefits during the lay off with payments for the health benefit being received at the Authority by the first of the

month. The payment value would be \$350 for a single employee and \$500 for a family per month. While on layoff these employees will not participate in the dental plan, or hearing aid/vision/eyeglass plan. The above noted payment does not cover these benefits. All benefits are returned the first of the month following recall.

ARTICLE TWENTY-SEVEN

SICK LEAVE

Section 1. Service Credit for Sick Leave.

- A. All employees shall be entitled to sick leave with pay as specified hereunder.
- B. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

Section 2. Amount of Sick Leave.

- A. All employees shall receive, after completion of their probationary period, two(2) sick leave days per year. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. An employee who leaves employment for any reason during the calendar year shall reimburse the Authority for paid sick days used in excess of his or her pro-rated and accumulated entitlement.

Sick Leave Time shall be reduced, in a pro rated manner, for time lost for taking either disability time or workers compensation time off. A minimum of thirty (30) calendar days would have to be missed during any period of disability or workers compensation injury for the same injury as determined by the Authority

insurance carrier. For every block of thirty (30) calendar days missed, 6.8 hours of time shall not accrue.

B. Effective January 1, 1995, employees shall receive upon retirement under PERS, fifty (50%) of accumulated sick leave which has accrued after January 1, 1995, up to a maximum of \$10,000.00.

Section 3. Call-Out for Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor or his designated representative shall be notified a minimum of one (1) hour prior to the employee's starting time. Failure to so notify his Supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing. Abuse of sick leave may be cause for disciplinary action.

Section 4. Verification of Sick Leave.

A. An employee who has been absent on sick leave for more than three (3) consecutive working days may be required to submit a physician's certificate to the Employer providing acceptable medical evidence to substantiate the illness.

B. The Employer may require proof of illness in the form of a physician's certificate for illnesses of less than three (3) days whenever such requirement appears reasonable to the Employer.

C. Any employee utilizing sick time on a regularly scheduled workday immediately prior to or immediately subsequent to a holiday specified in Article Nineteen of this Agreement shall provide the Employer with a physician's certificate of illness. When calling out in this instance, the type of call out may

not be changed after returning to work.

Section 5. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required from the employee prior to his return to work stating that the employee's return to work will not jeopardize the health of other employees.

Section 6. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE TWENTY-EIGHT

CLASSIFICATIONS AND WAGE RATES

Section 1. The Authority agrees that the base wage rates paid to employees covered by this Agreement shall be increased as follows:

| | |
|-----------------|--------------------------------------|
| January 1, 2010 | three percent (3%) |
| January 1, 2011 | three percent (3%) |
| January 1, 2012 | three and one quarter percent (3 ¼%) |
| January 1, 2013 | three and one quarter percent (3 ¼%) |

Section 2. Starting Wages

New hires will start at \$2.00 less than the lowest paid existing Truck Driver/Farm Worker or Ag Gator Driver/ Farm Worker and will receive a \$1.00 raise the next two years in addition to the annual raise given to all other employees. At the end of two years the new employee will equalize to the lowest paid employee in this title.

ARTICLE TWENTY-NINE

CROP PRODUCTION PREMIUM

(A) All seasonal employees of the Agriculture Division will be paid a yearly premium based upon the sale of hay, straw, and Sudan grass raised on the Authority Farm. No bonus shall be paid for the sale of corn. The premium will be calculated as 1% of all sales of eligible crops between January 1 and November 20 of each calendar year. Payment will be made in the first full week of December. For those hired mid year it will be prorated.

(B) Any employee whose employment is terminated (either by retirement, death, but not in the case of discharge) shall be entitled to a pro-rata production payment for the period up to the time of termination. In the event of death, the employee's estate shall receive the pro-rata production payments.

ARTICLE THIRTY

EDUCATIONAL ASSISTANCE

Section 1. The Authority shall reimburse employees for the cost of tuition, books and supplies for courses of continuing education where the course provide: work status improvement, lead to a degree of certificate used in the workplace, a general course of study providing educational credits in work-related courses of studies. Reimbursement shall be made to the employee upon completion of the course with a passing grade and upon submission of receipts for such payments and budget limitations.

Section 2 The Employer is committed to the continuing education and professional development of its employee. The Union recognizes, accepts and agrees with the concept of continuing education and professional development of employees.

Section 3. An employee who obtains prior approval from the Employer to take courses which are related to employment requirements, and who complete the course, shall be reimbursed for the tuition and course materials required by the Employer. No employee shall be eligible for reimbursement unless the employee has first obtained the permission of the Employer to attend the class.

Section 4. The Employer shall pay for all tuition, course, books and registration fees for all courses taken by the employees which are approved in advance by the Employer. These courses shall be taken, so as not to conflict with regular working schedules.

If an employee voluntarily leaves employment with the Authority within twelve (12) months of receiving tuition assistance, the employee must reimburse the Authority all tuition assistance received within the past twelve (12) months.

Section 5. An employee shall not be compensated for any time spent in, taking courses or in study or preparation for course work. The Employer, however, shall compensate the employees for any time spent in taking examinations for licenses, if those examinations are offered only during the regular workday and in addition, only if the employee passes the regular examination. An employee may, however, take a vacation or personal day in order to be compensated for a day in which an examination is taken, but not passed. If the employee prefers to take an examination during the workday which is offered at night or fails an examination taken during the workday, the employee shall not be compensated for that time

ARTICLE THIRTY-ONE

FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiation.

ARTICLE THIRTY-TWO

TERM OF AGREEMENT

The parties acknowledge that certain changes under Article Twenty-Six relating to the Health Benefit Program shall be effective January 1, 2010. This Agreement shall be in full force and effect from the 1st day of January, 2010 and shall remain in effect until and including December 31, 2013, and shall continue in force from year-to-year thereafter unless and until either of the parties hereto shall give to the other party sixty (60) days written notice prior to the end of the original term in 2013, or sixty (60) days written notice prior to the end of any subsequent year of an intention to terminate at the end of the original term of the then current year.

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

For the Authority
The Landis Sewerage Authority

_____/S/_____
Peter Galetto, Sr. Chairman

Attest:

_____/S/_____
Yarilee J. Miranda, Secretary

____5-18-10_____
Date

For the Union
Teamsters Local Union No. 676

_____/S/_____
President

Witness:

_____/S/_____

____5-19-10_____
Date

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