

John Vinci

**AGREEMENT**

**between**

**GLOUCESTER COUNTY UTILITIES AUTHORITY**

**and**

**UNITED STEELWORKERS**

**Local 10-901**

**EFFECTIVE JUNE 17, 2009 THROUGH JUNE 16, 2014**

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AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT made the 16<sup>th</sup> day of June 2009, between the GLOUCESTER COUNTY UTILITIES AUTHORITY (hereinafter referred to as the "EMPLOYER,") and the UNITED STEEL, PAPER, FORESTRY, RUBBER, MANUFACTURING ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC (hereinafter referred to as the "UNION"), on its own behalf and on behalf of its Local Union No. 10-901.

WITNESSETH:

WHEREAS, as a result of collective bargaining, an agreement intending to promote and improve industrial and economic relations between the Parties, concerning benefits, wages, hours of work, and working conditions of employment, now therefore be it agreed as follows:

**ARTICLE 1**  
**RECOGNITION OF THE UNION**

1.1. The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees except supervisors, office personnel, and confidential employees.

1.2. Pursuant to a certification by the New Jersey Public Employees Relations Commission, dated December 4, 1974, as to results of a referendum on November 26, 1974, under the provisions of the New Jersey Employer-Employee Relations Act of 1968, the following Agreement is effective as to all employees in the bargaining unit covered by this Agreement.

1.3. This Agreement shall be binding upon the successors and assignees of the Parties and no provision, term, or obligation herein shall be affected, modified, altered, or changed in any respect by a change in the status of the ownership or management of either party.

1.4. During the first 60 work days of employment an employee is considered a probationary employee and the Employer may terminate his/her employment within that time without challenge by either the employee or the Union and without resort to the grievance procedure or any other hearing procedure. At its discretion, the Employer may extend the probationary period an additional 60 work days, with the concurrence of the Union.

## ARTICLE 2 MANAGEMENT RIGHTS

2.1. The Employer retains, subject to, and only as modified by, provisions of this Agreement, the exclusive right to manage the Authority and to make any decisions affecting the Authority, whether or not specifically mentioned herein. These rights include, but are not limited to:

- Location of operations
- Types of equipment to be used
- Materials purchased or sold
- The type and/or nature of service or activity or facilities to be provided or delivered, added to, modified, or eliminated.
- The number of employees determined to be necessary for Authority wide staffing
- The number and type of sections, divisions, or departments needed by the Authority
- The number of employees assigned to each division or department
- The number of employees assigned to any particular work or job assignment
- To establish new job classifications
- To modify, change, or combine the job content of any job classification or classifications
- To establish the qualifications for any job classification
- To establish the means and methods of determining the qualifications for any job classification
- To determine when and where overtime shall be worked
- To establish and schedule working hours of employees, including establishing shifts
- To determine and establish the minimum reasonable work pace and performance levels for any employee and any job classification
- To determine the required safety devices and/or equipment required plant wide or job specific
- To discipline, suspend, demote, and/or discharge for just cause
- To establish training programs, their contents, duration and means of determining successful completion by employees
- To transfer, layoff and/or promote in accordance with applicable provisions of this Agreement

2.2. The foregoing statement of rights of management and of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions not specifically enumerated.

2.3. Except in the laboratory, which will continue to function as in the past, supervisors shall act in a supervisory capacity, except that they may work for the purpose of instructing employees; to cover absent employees until a qualified replacement is obtained; to perform experimental work, testing, and starting up of new equipment; and in cases of

emergencies. Supervisors shall do no work for the purpose of replacing the employees or depriving them of overtime. In the case of experimental work, the Employer will notify the Union, through officials where available, as to the nature of the experimental work prior to the start-up of the work. In the case of emergencies, any work performed by the supervisor must be recorded in the log book to the same extent as recorded by bargaining unit personnel.

2.4. The Employer agrees that these rights will not be used in violation of this Agreement or for the purpose of discriminating against or coercing any employee because of his/her lawful activities in or for the Union.

**ARTICLE 3  
CHECK OFF**

3.1. In accordance with the provisions of the Law, an employee may authorize, in writing to the Employer, the deduction of Union dues from his/her pay. Upon receiving said authorization, the Employer shall make the deduction from the first pay period following the second Tuesday of the month and forward these funds to the Union within ten days.

3.2. The employee may withdraw the above authorization by filing a notice of withdrawal with the Employer, which filing shall be effective to halt the deduction within 30 days following said filing.

3.3. The authorization for deductions is as follows:

TO: Gloucester County Utilities Authority

VOLUNTARY CHECK OFF AUTHORIZATION , 20\_\_

I certify that the United Steelworkers and its Local 901 is my designated collective bargaining representative. You are hereby authorized and directed to deduct from my earnings monthly, commencing with the first payroll period of each calendar month, an amount equivalent to dues and initiation fees that sum which shall be equal to two (2) hours pay at straight time, and the same to be paid to the Financial Secretary of Local 901 of the United Steelworkers.

This authorization and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent solely upon my present or future membership in the Union. This authorization and assignment shall remain in effect unless I file written notice of withdrawal with the Employer and the Union which would become effective within 30 days following said filing. This check off procedure shall be subject to any limitation required by law or regulation of any authorized governmental agency.

The Financial Secretary of Local 901, USW, is authorized to deposit this authorization with any Employer under contract with this Local and is further authorized to transfer this authorization to any other Employer under contract with Local 901 in the event that I change employment.

Date

(employee's signature)

Social Security Number

(printed name)

3.4. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, or suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards or by the representation fee information as furnished by the Union to the Employer, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such change in deduction.



3.5. The Employer agrees to an Agency Shop for its full-time permanent employees who have completed their probationary period.

3.6. The Employer agrees to deduct the representation fee from the earnings of those employees who elect not to become members of the Union and to transmit the fee to the Union.

3.7. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the representation fee assessment.

3.8. At the onset of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Union to its own members for that membership year.

3.9. The representation fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to the members of the Union, but in no event shall the fee exceed 85% of the regular membership dues and assessments. The appropriate representation fee must be certified to the Board by the Union annually.

3.10. The sum representing the representation fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advantages in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Employer.

3.11. The Union shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Employer or require the Employer to take any action other than hold the fee in escrow pending resolution of the appeal. A copy of the demand and return system must be furnished to the Board prior to any deductions being made under this paragraph and annually thereafter.

**ARTICLE 4**  
**STRIKES AND LOCKOUTS**

4.1. The Union agrees that for the duration of this Agreement there shall be no strikes, work stoppages, slowdowns, or sick-outs as a result of a labor dispute and the Employer agrees that there shall be no lockouts. In the event of a breach of this provision by any member of the Union, the Union, through its representatives, will immediately take every reasonable active means to terminate such interference. It is further agreed that any member of the Union who engages in any of the above, having been notified to the contrary, shall be subject to disciplinary action up to and including discharge.

4.2. The parties recognize that, under New Jersey law, public employees have no right to strike.

4.3. The Employer shall not be required to discuss or negotiate or hear or rule on any problem or grievance related to any strike or other work stoppage or slowdown until such time as such prohibited acts are discontinued.

**ARTICLE 5  
GRIEVANCE PROCEDURE**

5.1. The term grievance as used in this article shall mean a complaint by an employee against the Employer alleging failure to comply with the provisions of this Agreement and/or concerning the meaning or application of any terms of this Agreement. The grievance shall proceed through each step of the grievance procedure, until resolved, as follows:

5.1a. **NOTIFICATION TO MANAGEMENT** - The employee, within fifteen (15) working days of the first knowledge of the alleged grievance, shall notify his/her supervisor by presenting the oral grievance. Upon notification, Management shall implement the following grievance procedure steps.

5.1b. **STEP 1. EMPLOYEE-SUPERVISOR RESOLUTION PROCEDURE** - Upon discussion, the employee, shop steward, and the supervisor shall make every reasonable effort to adjust the grievance within five (5) working days of the notification by the Union of the grievance.

5.1c. **STEP 2. EMPLOYEE-MANAGER OF OPERATIONS RESOLUTION PROCEDURE** - If the Step 1 answer does not resolve the grievance, then, within five (5) working days of the failure to resolve the grievance, the Union shall present the grievance, in writing, to the Manager of Operations. Upon receipt of the written grievance, the Manager of Operations shall have five (5) working days to schedule a meeting with the employee, immediate supervisor, and the shop steward. Within ten (10) working days of the meeting, the Manager of Operations will render a written decision to the Union.

5.1d. **STEP 3. UNION-EXECUTIVE DIRECTOR RESOLUTION PROCEDURE** - If the written decision in Step 2 above is not acceptable, or if the decision is not timely issued, then, within five (5) working days of this failure to resolve the grievance, the Union may present the written grievance to the Executive Director. Upon receipt of the grievance, the Executive Director will schedule a meeting, schedules permitting, within ten (10) working days by contacting the International Representative and they together will schedule the meeting at a mutually agreeable date and time, between the employee, steward, chief steward, local Union president and/or the International Representative. The Executive Director will, within ten (10) working days of the conclusion of the scheduled meeting, render a written decision to the grievance.

5.1e. **STEP 4. UNION-BOARD OF COMMISSIONERS RESOLUTION PROCEDURE** - If the written decision of Step 3 is not timely received or not agreeable to the Union, then the Union may proceed to a hearing before the Board of Commissioners by submitting within thirty (30) working days thereafter, a written notice of request for a hearing of the grievance to the Secretary of the Board of Commissioners. A hearing, schedules permitting, shall be scheduled to be held within fourteen (14) working days of receipt of the

written request. Within ten (10) working days of the date of the hearing, the Board of Commissioners shall provide a written reply to the grievance.

5.1f. **ARBITRATION RESOLUTION PROCEDURE** - Any grievance not amicably resolved by Step 3 or 4 above may be referred to arbitration by either party as a method of grievance resolution as follows:

5.1f.1. If, as a result of Step 3, written notification shall be given to the other party of the desire to arbitrate the unresolved grievance within thirty (30) working days of the conclusion of Step 3 of the Grievance Procedure.

5.1f.2. If, as a result of Step 4, written notification shall be given to the other party of the desire to arbitrate the unresolved grievance within thirty (30) working days of the conclusion of Step 4 of the Grievance Procedure.

5.1f.3. In the event the matter is taken to arbitration, it shall be referred to the American Arbitration Association for the selection of an impartial arbitrator and thereafter shall proceed in accordance with the rules of the American Arbitration Association.

5.1f.4. Each party shall bear its own expenses for the presentation of its case, including costs of any witnesses. The arbitrator's fee shall be borne equally by the parties.

5.2. The time limits referred to within this Article may be extended by mutual consent of the appropriate Union and Management representatives. The reference to working days in this Article shall mean Monday through Friday and shall not include Saturdays, Sundays, or Holidays.

5.3. In the case that the subject matter of a grievance is either discharge or suspension of an employee, the grievance may be initiated in writing to the Executive Director.

5.4. Either the Union Grievance/Negotiation Committee or the Authority's Management Committee may request that a meeting be scheduled at a mutually convenient day and time to consider matters with respect to safety, health, working conditions, and improvement of harmonious labor-management relations. The party requesting such meeting shall submit a written agenda at the time of the request. The other party, within three (3) days of the original request, may submit an agenda of issues for consideration. Within five (5) days of submission of the requesting party's agenda, the parties will schedule a meeting at a mutually convenient day and time. The Union Grievance/Negotiation Committee, composed of the chief steward, steward, the local union president, and/or the International Representative and the Management Committee, composed of the Executive Director and Manager of Operations, will conduct and attend these meetings.

5.5. The appropriate shop steward, as well as the Chief Steward, shall have the right to be present at all steps of the Grievance Procedure. In the event that his/her presence thereat is during his/her scheduled working hours, the steward shall suffer no loss of pay.

Any duly accredited Union official may visit the plant after requesting permission from the Employer and such permission shall not be unreasonably withheld.

**ARTICLE 6  
HOURS OF WORK**

6.1. For payroll purposes, the work week for all Gloucester County Utilities Authority employees shall be from Monday 12:01 a.m. to midnight the following Sunday.

6.2. The work day for the Gloucester County Utilities Authority employees shall be the twenty-four (24) hour period beginning at the time the employee is scheduled to report for work.

6.3. The normal work week shall consist of five (5) eight (8) hour days within the period from 12:01 a.m. Monday through Sunday midnight, the specific shifts to be scheduled as needed by the Employer. For continuous shift coverage scheduling order shall be to progress with the time clock (i.e. Long Break to 2nd Day Shift to 3rd Swing Shift and last to 1st Grave Shift.)

6.4. The posted work schedule shall be at least a one week schedule kept current by posting the schedule for each subsequent week at least by 4:00 p.m. on the first business day of the preceding week.

6.5. When an employee is scheduled to work hours other than those shown on the posted work schedule, a revised work schedule for those employees affected will be posted indicating the hours to be worked. An employee assigned to a revised work schedule will be paid four (4) hours additional at straight time plus applicable shift differential for the first shift worked on such revised work schedule unless at least forty-eight (48) hours notice has been given. The four (4) hours shall not be counted in computing overtime.

6.6. An employee shall notify the Employer if he/she is unable to report to work for his/her scheduled shift unless circumstances prevent him/her from calling, according to the following schedule:

- 6.6a. First (1st) Shift - 10:00 PM to 6:00 AM  
or 11:00 PM to 7:00 AM  
or 12:00 PM to 8:00 AM  
Two (2) hour notification
  
- 6.6b. Second (2nd) Shift - 5:00 AM to 1:00 PM  
or 6:00 AM to 2:00 PM  
or 7:00 AM to 3:00 PM  
or 8:00 AM to 4:00 PM  
One (1) hour notification
  
- 6.6c. Third (3rd) Shift - 2:00 PM to 10:00 PM  
or 3:00 PM to 11:00 PM  
or 4:00 PM to 12:00 PM  
Two (2) hour notification

6.7. Shift trades will be allowed under the following conditions:

6.7a. Prior approval by immediate supervisor;

6.7b. The trade does not result in added cost to the Employer, such as when overtime would result;

6.7c. The employee involved is qualified to work the job.

6.7d. Approval of shift trades shall not be unreasonably withheld.

6.8. Should the Authority determine it needs maintenance personnel, laboratory personnel, or laborers for work on a shift other than second shift, the Authority shall:

6.8a. Post the position by job classification and qualifications with identified hours of work.

6.8b. If more than one (1) bid is received, the most senior, qualified employee shall be awarded the shift assignment.

Should no employees bid on the shift availability, the Authority shall develop a weekly rotating schedule encompassing all employees qualified to perform the job. The least senior employee shall be the first employee assigned to the shift and the weekly rotation will continue based on seniority, least senior to most senior.

**ARTICLE 7**  
**SHIFT DIFFERENTIAL**

7.1. During the term of this agreement, shift differential shall be paid in accordance with the following schedule:

1st Shift \$1.45/hour  
3rd Shift \$1.20/hour

For the purposes of this agreement, shifts shall be identified as follows:

First (1st) Shift - 10:00 PM to 6:00 AM  
or 11:00 PM to 7:00 AM  
or 12:00 PM to 8:00 AM

Second (2nd) Shift - 5:00 AM to 1:00 PM  
or 6:00 AM to 2:00 PM  
or 7:00 AM to 3:00PM  
or 8:00 AM to 4:00 PM

Third (3rd) Shift - 2:00 PM to 10:00 PM  
or 3:00 PM to 11:00 PM  
or 4:00 PM to 12:00 PM

An employee shall be paid the prevailing wage for the particular shift worked for all hours worked within that shift, except as noted in Section 7.2.

7.2. When operating conditions permit, and management and the employee agree, a change of working hours outside of the identified shift, requested by the employee, for the employee's benefit, may be established. If this change in working hours would place the employee in a higher prevailing wage rate, the employee will not be eligible for the higher prevailing wage rate.



**ARTICLE 8**  
**MEAL ALLOWANCE**

8.1. Upon completion of the tenth consecutive hour of work in any given day, an employee shall be entitled to a one half hour meal break, without pay. He/she shall also be entitled to a meal allowance of \$7.00 with payment thereafter being made by the employee submitting a petty cash voucher. He/she shall also be entitled to a meal allowance if he/she is required to return to work within two (2) hours after having worked a full eight (8) hour shift.

**ARTICLE 9  
CALL-IN PAY**

9.1. When an employee is required to return to the plant to work outside of his/her regularly scheduled work hours, it shall be considered a call-in.

9.2. The minimum pay for any employee reporting to a call-in shall be four (4) hours at the appropriate rate. For the purpose of computing overtime hours, the entire four (4) hours shall be considered as time worked.

**ARTICLE 10**  
**REPORTING PAY**

10.1. When an employee is scheduled to report for work on a regularly scheduled work day and there is no work available, he/she shall receive four (4) hours straight time pay unless the Employer had given him/her at least two (2) hours prior notice not to report.

10.2. An employee who commences work on a regularly scheduled work day shall be guaranteed eight (8) hours pay at his/her straight time basic hourly rate unless the employee leaves by his/her own choice.

10.3. For the purpose of computing overtime hours, only the time actually worked shall be counted.

**ARTICLE 11  
STANDBY PAY**

11.1. When an employee is scheduled for standby emergency work, that employee is expected to be available for work and able to be reached by telephone, either at his/her home, or at a telephone number which has been given to the supervisor on duty. The employee assigned to be on standby should be no more than one (1) hour driving distance from work unless he/she receives supervisory approval.

11.2. Standby period is defined as the time from when an employee's regular shift ends to when his/her next regular shift begins.

11.3. The Employer may issue, on a periodic basis, a standby schedule assigning maintenance personnel to standby status.

11.4. Payment for a scheduled standby is four (4) hours straight time pay at the regular rate. The four (4) hours will not be considered time worked when computing overtime. If an employee cannot be reached during the time he/she is scheduled to be on standby, he/she will not receive payment and may be subject to disciplinary action, depending upon the circumstances surrounding his/her unavailability.

11.5. No employee may trade days without prior approval from his/her supervisor. Such approval shall not be unreasonably withheld. The employer may decline to authorize trades based on the overtime liability created by the trade.

## ARTICLE 12 TEMPORARY TRANSFERS

12.1. A temporary transfer is defined as a transfer of an employee from his/her job classification to another job classification on a day-to-day basis as a result of the absence of another employee, transfer of another employee, or operational requirement. Any qualified union employee may be used for up to ½ hour per shift to push sludge without the need to call in an equipment operator.

12.2. The Employer shall develop and update a list of all employees qualified to work in one or more job classifications. This list shall contain the date of employee hire, permanent job classification, and other position(s) for which qualified. This list will provide guidance in offering employees temporary transfer assignments.

12.3. In the event that an employee is temporarily transferred to a different job classification, he/she shall be paid at the job rate or his/her regular straight time hourly rate, whichever is higher, for all time actually worked on the temporary assignment.

12.4. If the assignment is for four (4) hours or more, the employee shall receive the higher rate for all hours for his/hers eight (8) hour shift.

12.5. If, after thirty (30) consecutive working days, the vacancy still exists, then another employee will be transferred to fill that same position provided that the employee possesses the qualifications to perform the job.

12.6. In the case where the temporary transfer involves a Biological Operator, Sludge Processing Operator, or Incinerator Operator, an employee fully trained and qualified as a Shift Breaker (Exhibit X) shall be assigned as the temporary transfer.

12.7. In the case where two (2) or more employees are fully trained and qualified as a Shift Breaker or a transfer, the Authority shall assign by seniority preference in accordance with Article 23, Section 23.2.

12.8. If, due to the demonstrable, non-routine operational needs of the Authority, the most senior employee is not assigned to the temporary transfer, he/she shall be paid the higher of his/her normal rate of pay or that of the temporary transfer job classification during the temporary transfer period.

12.9. If an employee is temporarily transferred into a job classification with a higher hourly rate, and works at least 32 regular (non-overtime) hours in a work week in that job classification, any additional hours thereafter actually worked during that workweek shall not be compensated at an hourly rate lower than the rate for that job classification, except any overtime worked shall be paid at the classification worked at during the overtime period.

## ARTICLE 13 TRAINING

13.1. In the event that the Employer determines it is necessary to train employees for the purpose of working as temporary transfers, a notice will be posted on the bulletin board for seven(7) calendar days, in accordance with Article 24, Vacancies and Job Bidding.

13.2. All existing Laborers or Utility Workers who have not been trained and/or certified as qualified for any other job classification who desire to enter a training program for Biological Operator, Sludge Processing Operator, or Incinerator Operator provided by the Authority will be required to achieve a minimum score of 70% on the Authority's Basic Skills Test (BST), provided they meet the minimum qualifications for these positions.

13.3. All current employees not covered by Section 13.2 shall not be required to take the BST and will be eligible to enter the Authority-provided training program, provided they meet the minimum qualifications for the job title training program.

13.4. Seniority will prevail in selecting the number of employees qualified to enter the training program.

13.5. The training program consists of at least twenty (20) continuous working days. At the end of the training period the employee(s), where specific training has been given, will be required to achieve a minimum score of 70% on the skills test specific to the job classification for which the employee has trained. Should the employee fail to achieve the minimum score required, the employee will be provided an additional ten (10) days of training then be administered the same job specific test. Failure to achieve the minimum score will deem the employee not minimally qualified for the job classification. The employee shall not be eligible to bid on entry into a training program for the same job classification for a period of 12 months. The failure to be minimally qualified for one specific job classification will not prevent the employee from bidding for training for another job classification.

13.6. Employees shall have up to 2 1/2 hours to complete the Job Specific Test (JST). The test shall be administered during the second shift and in an environment conducive to test taking.

13.7. The employee shall have the right to review the JST and the employee's answers, as well as the correct answers, with a Shop Steward present, and be given the test results, whether passed or failed, within one week of completing the exam. The Union shall have the right to question and challenge any specific question(s) on the JST which is inappropriate or not job specific.

13.8. Section 13.5. shall not be construed to apply to training and testing on new equipment. Where training for new equipment is provided by the vendor, the length of training shall be as specified by the vendor. If training is provided by the Authority, it shall be one (1) day in length or as appropriate.

Upon completion of training, employees will be tested for overall proficiency (70%) on the piece of equipment. In cases of failure to meet proficiency standards (70%), the employee

will be given an additional ten (10) days to train and an opportunity to re-test. Should an employee not meet the standard (70%) after retraining, the employee shall be given the opportunity to field test to demonstrate overall proficiency. The field test will be administered five (5) working days after the second proficiency test. Employees who fail the field test shall have the right to bump employees with less seniority in other departments or sections in accordance with Article 23.

13.9. The employee shall agree in writing that he/she will work as a temporary transfer in the job for which he/she has trained. In those instances where circumstances (including, but not limited to medical reasons and family obligations) prevent the employee from working as a temporary transfer, the employee shall notify the Authority in writing.

13.10. Internal or external departmental training programs that would qualify an existing permanent employee for an economic or promotional opportunity shall be offered first to the most senior employee(s) in that department. Temporary transfers or probationary employees shall not be eligible for these training programs.

13.11. During an employee training and evaluation period, the employee shall be paid a premium of \$1.00 per hour, provided the premium does not exceed the rate of pay for the job classification for which the employee is being trained.

13.12. A Training Advisory Committee (TAC) will be established in the following manner:

The Training Advisory Committee will be a committee of six (6) members comprising the Manager of Operations, who will be the Committee Chairperson, Assistant Manager of Operations, a Supervisor directly involved with the training, the Chief Steward, a Craftsman or employee who currently holds that job title, and another employee selected by the Union who has already completed a training program.

The TAC will meet quarterly to evaluate the training program's effectiveness.

Halfway through the training period the TAC will meet to review each trainee's progress.

If a training problem has occurred, the Chairperson will inform the TAC about the problem and request their input and assistance.

The TAC Chairperson will coordinate, schedule, and facilitate all TAC meetings, and keep the TAC informed of all activities surrounding program updating and changes.

It is recognized that discipline is management's responsibility, not the TAC's.

**ARTICLE 14  
LEAVES OF ABSENCE**

Time off as provided in this Article shall be considered as time worked in determining overtime pay, except that FMLA time off after an employee has exhausted his or her accrued paid sick leave is not counted as hours worked for purposes of computing overtime.

14.1. **Bereavement Leave:** An employee shall be granted paid bereavement leave as follows:

<b>RELATIVE</b>	<b>AMOUNT OF LEAVE</b>
Brother, sister, grandparent, grandchild, spouse's grandparents, brother-in-law, sister-in-law, step- brother, step-sister	Three (3) days
Spouse, child, mother, father, mother-in-law, father-in-law, step- mother, step-father	Five (5) days

The leave of absence shall begin the day following death and is contingent upon attendance at the funeral. If the distance involved makes it impractical to attend the funeral, the benefit shall be reduced to the time limit which the circumstances require.

14.2. **Military Leave:** Any employee who is a member of the National Guard or any military unit shall be entitled to a leave of absence from his/her duties with the Employer on all days during which he/she is required to attend training or other duties ordered by the Governor of the State or other appropriate commanding authority. Employees so ordered to serve shall do so without loss of seniority or position. The Employer shall make up the difference between the employee's regular straight time pay and pay received while on duty for a period not to exceed ninety (90) calendar days.

In addition, any employee who is a member of any branch of the United States Armed Forces shall be entitled to a leave, not exceeding fifteen (15) calendar days, for military training.

14.3. **Jury Duty:** Management recognizes that employees have a civic duty to serve as jurors when called. To this end, employees will receive their regular straight time rate of pay when serving on a jury on scheduled work days.

In order to receive full pay during jury service, employees will be required to present the certification of service provided by the Court to the Personnel Clerk by noon on Monday following each week of service. If this is not possible because of the juror's schedule, notification to the Personnel Clerk by telephone will suffice until the physical certification can be produced.

Employees will also be required to turn over to the Employer any payment received from the Court for jury duty service. Failure to turn over jury duty pay will result in withholding of the Employee's pay for the final week of jury duty service.



During the course of jury duty service, employees are required to notify their supervisor in advance and report to work on any day they do not have to report for jury duty. Employees must also report to work any day on which they are released from jury duty prior to noon.

Time served on jury duty shall be considered time worked for the computation of overtime.

14.4. **Personal Leave:** A leave of absence for personal reasons may be granted to an employee upon application to the Executive Director. The Executive Director will provide appropriate forms for leave of absence requests. The nature of the leave requested must be made known to the Operations Manager and Executive Director. Personal leaves will be granted based on the operational requirements of the plant. Any employee who takes an unauthorized leave of absence will be subject to disciplinary action which could lead to discharge.

14.5. **Family and Medical Leave:** Unpaid family and medical leave of absence may be granted to an employee in accordance with the Employer's Family and Medical Leave Policy. Medical leave of absence is for a serious health condition that makes the employee unable to perform the functions of his/her job. Family leave is for the birth of a son or daughter and to care for the newborn child, for the placement with the employee of a son or daughter for adoption or foster care, or to care for the employee's spouse, son, daughter, parent or parent-in-law with a serious health condition.

14.5a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves:

14.5a1. Inpatient care in a hospital, hospice, or residential medical care facility; or

14.5a2. Continuing treatment by a health care provider resulting in incapacity of three days or more.

14.5a3. Other qualifying chronic conditions or periods of incapacity.

## ARTICLE 15 HOLIDAYS

15.1. The following days will be recognized as holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday (except for employees who are scheduled to work on Easter Sunday who will be paid holiday pay for Easter Sunday instead of Good Friday), Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, the Employee's Birthday, and the anniversary date of the Employee's hire, as well as one other personal day. Employees may take the day after Thanksgiving as a holiday in lieu of one of the above listed holidays, subject to the Employer's discretion in scheduling. General Election Day (a maximum of one day per year) shall be a floating holiday, taken at the discretion of the employee, subject to the Employer's discretion in scheduling.

15.2. For the purposes of this article, the day the Holiday is observed will be the day for which Holiday pay is made to all employees.

Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday; provided that when December 24 and/or December 25 fall on Saturday and/or Sunday, the Employer and the Union shall mutually agree as to the day(s) of observation.

15.3. Any employee not required to work on a Holiday will be granted the day off with pay at his/her regular straight time rate. These hours will be considered as hours worked for the computation of overtime.

15.4. Any employee required to work on a Holiday will be paid at two-and-one-half times the appropriate hourly rate for all time worked, except that an employee who works less than eight hours on a Holiday will be paid eight hours holiday pay, plus time-and-one-half pay for those hours actually worked.

15.5. Should any of the above Holidays be observed within the vacation period of an employee covered by this Agreement, he/she will be granted an extra day immediately before or after the vacation.

15.6. An employee who is scheduled to work, but fails to report to work, on the last scheduled work day before the Holiday, the Holiday itself or the next scheduled work day after the Holiday shall not receive Holiday pay unless he/she offers medical documentation or offers the Employer an acceptable explanation for the absence.

15.7. Employees may take one (1) Personal Day during each year of the agreement at their discretion and must notify the shift supervisor prior to the start of their scheduled shift. Operators must schedule their Personal Day at least twenty-four (24) hours prior to the start of their shift. However, such Personal Day may be granted with less than twenty-four (24) hours notice at the sole discretion of the Employer.

**ARTICLE 16  
VACATIONS**

16.1. Vacations are awarded on the basis of active continuous service from the employee's date of hire, as follows:

<b>LENGTH OF SERVICE</b>	<b>AMOUNT OF VACATION</b>
At least one (1) but less than five (5) years	Two (2) weeks
At least five (5) but less than ten (10) years	Three (3) weeks
At least ten (10) but less than fifteen (15) years	Four (4) weeks
At least fifteen (15) years	Five (5) weeks

16.2. The scheduling of vacations shall be subject to the approval of the Employer and shall be scheduled in a manner consistent with the operating needs of the Employer. As far as reasonably possible, vacations shall be granted in accordance with seniority.

16.3. During any given calendar year an Employee shall be entitled to the amount of vacation time as defined in Article 16, Section 1. Should an Employee's anniversary of employment occur during any calendar year that would entitle the Employee to additional vacation, the newly earned vacation cannot be taken prior to the Employee's anniversary date. Should the Employee's anniversary date occur at a point in the calendar year that precludes the taking of vacation in that calendar year, the Employer and Employee will mutually agree on a schedule for taking the vacation.

16.4. Vacations must be completed by the end of the calendar year in which the vacation is due unless mutually agreed otherwise.

16.5. Vacation pay shall be calculated at the employee's regular straight time hourly rate of pay times forty (40) hours per week for each week of vacation.

16.6. If prior to an employee commencing any week of his/her vacation, he/she becomes incapacitated due to sickness or accident, he/she shall notify the Employer of the incapacity as soon as possible. When such incapacity due to sickness or accident has been substantiated and, if the employee is entitled to benefits under the Employer's Plan for Sickness and Accident Disability Benefits, he/she shall be placed on sick leave immediately and entitled to all benefits that would regularly apply. The vacation shall then be rescheduled for a later time. An employee may elect to take his/her vacation notwithstanding this paragraph.

16.7. An employee may take ten (10) of his/her vacation days as single days or combinations thereof provided adequate notice is given and the scheduling can be done without interfering with plant operations. An employee with fifteen (15) or more years of continuous service may take three (3) weeks of his/her vacation in the same manner. The Employer may also grant vacation time off in increments of one-half (1/2) day provided adequate notice is given and the scheduling can be done without interfering with plant operations.

16.8. On termination of employment for any reason except discharge for just cause or if the employee quits without two (2) weeks notice, an employee with six (6) months of continuous service since his/her last employment anniversary date shall receive pay for any vacation period which has accrued and not been taken. In determining proportionate vacation or vacation pay, an employee shall be deemed to have earned one twelfth (1/12) of his/her annual vacation for each full month of active service after his/her last employment anniversary date.

**ARTICLE 17**  
**RETIREMENT BONUS**

17.1. **Eligibility for Retirement Payment.** Upon retiring on a service pension, an employee shall be eligible for a bonus payment based on the number of unused sick days remaining to the employee's credit.

17.2. **Calculation of Payment.** Upon retiring on pension, an employee shall be eligible for a one-time payment based on the number of unused sick days remaining to the employee's credit. The payment to retirees will be calculated as follows:

- (a) The number of unused sick days will be divided in half;
- (b) The result in (a) will be multiplied by the value of a day's pay for the employee at retirement;
- (c) The resulting figure will constitute the payment, except that in no case shall the payment exceed \$8,000.

**ARTICLE 18**  
**LUNCH PERIODS**

18.1. Each employee shall be entitled to a one half (1/2) hour lunch period after the first four (4) hours of work, in lieu of two (2) fifteen (15) minute break periods, subject to the Employer's requirements or emergencies.

Every effort will be made to avoid having an employee work through his/her lunch period. However, if an employee works through his/her lunch period with the permission of his/her supervisor, he/she may leave work with his/her supervisor's permission for a time period equal to his/her lunch period. If the employee is not permitted to leave, the time equal to his/her lunch period will be credited towards the computation of overtime.

18.2. Any employee working more than ten (10) consecutive hours shall be entitled to a thirty (30) minute rest-lunch period. If the employee works straight through, he/she shall receive time and one half (1 1/2) compensation for this rest-lunch period.

18.3. Employees shall have the right to five (5) minutes clean-up time prior to their scheduled lunch period and fifteen (15) minutes clean-up time prior to the end of their scheduled shift.

18.4. Employees remaining on the treatment plant premises or who are assigned to work at locations remote from the treatment plant premises shall not be required to clock out at the beginning of their lunch period or clock in at the end of their lunch period. Employees leaving the treatment plant premises during their lunch period shall be required to clock out at the beginning of their lunch period and clock in at the end of their scheduled lunch period or when they return to the treatment plant premises, such as the case may be.

## ARTICLE 19 SAFETY

19.1. Management shall continue to develop, institute, and maintain programs for safeguarding the health and safety of its employees, and all employees are expected to cooperate in the implementation thereof. Management recognizes its obligation to prevent, correct, and eliminate all unhealthy and unsafe working conditions and practices. The USW recognizes its obligation to participate fully in implementing these programs.

19.2. Management shall continue to maintain a Health and Safety Committee consisting of designated representatives of Management and the local Union. Not less than two members shall be Union representatives. The Committee shall hold meetings as often as necessary, but not less than once each month, at a regularly scheduled time and place, for the purpose of jointly inspecting, investigating, and reviewing health and safety conditions and practices. All matters considered and handled by the Committee shall be reduced to writing, and joint minutes of all meetings of the Committee shall be made and maintained. Time spent in connection with the work of the Committee by Union representatives shall be considered and compensated as their regularly assigned work. The Health and Safety Committee shall have the right to investigate accidents.

19.3. The Company agrees to provide and maintain adequate health and safety facilities, personal protective devices, clothing, and equipment at Company expense. The Company will also provide in-plant apparatus for detecting and recording potential and actual safety and health and environmental hazards, and the Company further agrees to provide a continuous training program to ensure at all times that all employees are adequately trained in maintaining, handling, and using such facilities and apparatus.

19.4. No employee shall be required to perform work that endangers his/her or any other employee's health or physical safety; or work under conditions which are in violation of Company health and safety rules, or any local, State, or Federal health or safety laws. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action.

19.5. No employee shall lose pay, benefits, or any other rights provided for under the collective bargaining agreement for fulfilling any obligation consistent with this Article and/or for carrying out any function under the Occupational Safety and Health Act of 1970 or any other Federal, State, or municipal regulatory function on health and safety.

19.6. All employees agree that they will utilize safety equipment when designated as necessary in work areas and will abide by the rules and regulations of the Safety Manual; violations of which shall be grounds for reasonable disciplinary action. The Drug and Alcohol Policy agreed to by the Authority and the Union is hereby incorporated by reference.

19.7. Any dispute arising out of interpretation of this Article shall be subject to grievance and arbitration procedures.

**ARTICLE 20**  
**PRIVILEGES OF AGENTS OF THE UNION**

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

20.2. The Employer agrees to grant leaves of absence, without pay, to attend to Union business when requested by the Union. No more than one employee shall be absent at any one time. Such leaves of absence shall not exceed a total of five (5) days per year and not more than three (3) consecutive days at any one time. In addition, the Employer shall grant a leave of absence, without pay, to one (1) employee per year for the purpose of attending the Union's National Convention.

20.3. If, in the opinion of the Union, it is necessary to establish facts where the Employer and the Union are in disagreement concerning an employee's grievance, the employee's Personnel Record file shall be made available for inspection by such employee or accredited Union Representative upon at least twenty-four (24) hours' prior written notice to the Executive Director. This prior notice period is deemed to refer to notice given during the period Monday through Friday.

20.4. **Bulletin Board Privileges:** The Employer shall supply a Bulletin Board in the lunchroom for the Union to post the following announcements: notice of Union recreation or social affairs; notice of Union elections and results; notice of Union appointments; notice of Union Meetings; union minutes of Joint Conference.

20.4a. All notices are to be signed by the Union President, Secretary or duly authorized representatives and there shall be no posting of any notices other than the above, except after such notice has been approved in writing by the Employer and the Union.

20.4b. The material posted by the Union shall be of noncontroversial nature.

20.4c. The Union shall not post any material on the Employer Bulletin Board.

20.5. The officers and Grievance Committee of the Local Union shall have access to the plant during any reasonable hours that the plant is operating in order to handle grievances or essential Union contract related business. The International Representative of the Union shall have access to the plant, upon request and making his/her presence known to a Management representative on entering the plant. For access to the working areas of the plant, the Employer reserves the right to have the Executive Director or his/her designee accompany the representative.



## ARTICLE 21 OVERTIME PAY

21.1. Insofar as practicable, the Employer will distribute all overtime work equitably within the classifications to employees qualified and available. All hours worked on overtime shall be recorded on the overtime list and be kept current.

21.2. All refusals to work overtime shall be charged on said overtime list for the number of hours offered or actually worked by the employee accepting the overtime offer. When an employee is called to work overtime and he/she is not home, the time not worked will be recorded on the overtime list, but the time will not be charged to the employee as time worked. However, such time will be used to substantiate that overtime is being distributed in as equitable a manner as practicable.

21.3. Probationary employees shall be offered overtime only after all permanent employees have been offered the opportunity to accept or refuse overtime.

21.4. Temporary transfers and shift breakers shall be offered overtime only after all permanent employees qualified for the job classification for which the overtime is being offered. Temporary transfers and shift breakers shall be offered overtime before probationary employees.

21.5. At the conclusion of each calendar year, the number of hours worked will be compared and every reasonable effort will be made to equalize the hours worked within each classification.

21.6. Time and one half (1 1/2) shall be paid for all hours worked in excess of eight (8) hours of the normal work shift.

21.7. Time and one half (1 1/2) shall be paid for the sixth (6th) day worked during the week and double time shall be paid for the seventh (7th) day worked during the week. The sixth (6th) day is defined as the first scheduled day off in the week that is worked and the seventh (7th) day is defined as the second scheduled day off in the week that is worked.

21.8. In the event that overtime hours between employees are equal, the most senior employee shall be offered the overtime first.

21.9. All overtime hours worked, notwithstanding classifications, shall be totaled on the plant wide overtime list.

21.10. If an employee works through his/her lunch break or clean-up period(s) at the request of the Authority, he/she shall be given the option of receiving in compensation time-and-one-half (1 1/2) pay or compensatory time equal to time-and-one-half for all time worked as such. Compensatory time must be taken in the same pay period as earned or employee will be paid at time-and-one-half (1 1/2) pay.

**ARTICLE 22**  
**SICK LEAVE POLICY**

22.1. Sick days are granted by the Employer for use by the employee for illness and are not to be considered vacation days.

22.2. During the first calendar year of employment, the employee will accrue one (1) sick day for every six (6) weeks of service. Thereafter an employee will accrue ten (10) days of sick leave for each year beginning the following January 1st.

22.3. Any absence of three (3) consecutive days or longer shall be substantiated by a Physician's Certificate without request by the Employer. The Employer also requires a Physician's Certificate for any sick day taken in excess of five (5) non-certified sick days during any calendar year. The employee shall provide the required Certificate to his/her supervisor no later than forty-eight (48) hours following the employee's return to work. Failure of the employee to provide the required certificate, in conformance with the above time frame, shall result in loss of pay for the day(s) not worked. In the event the employee has no sick time remaining, then other disciplinary action may be forthcoming.

22.4. Cash reimbursement for the balance of unused sick days may, at the option of the employee, be reimbursed in the following manner:

<b>NUMBER OF SICK DAYS TAKEN IN THE CALENDAR YEAR</b>	<b>PAY VALUE OF UNUSED SICK DAYS</b>
Zero (0) to Four (4)	100%
Five (5) to Nine (9)	50%

22.4a. Payment for unused sick time will be made in accordance with the following schedule and shall be counted as time used in the calculation of remaining sick days:

22.4a.1. The Employee may elect to receive payment for sick time unused in the current calendar year. The Employee shall notify the Employer of his/her intent by December 1st (or the next work day) of the current year and payment will be made no later than December 10th of the current year.

22.4a.2. Should an Employee receive payment for unused sick time under the provisions of 22.4a. and Employee requires use of sick time prior to the end of the calendar year and has no available vacation time, personal day(s) or unused sick time from prior years, time absent shall be deducted from the Employee's next pay.

22.4b. Unused sick days may be carried over for future illnesses from year to year.

22.4c. When an employee resigns, he/she will be compensated for accrued sick leave at a rate equal to twenty-five percent (25%) of his/her current daily rate of pay. All rights to accrued sick leave are forfeited in the event of disciplinary discharge. When an employee retires, he/she will be compensated for accrued sick leave equal to fifty percent (50%) of his/her current daily rate of pay.

22.4d. If an employee is laid off, the employee may choose to be compensated for unused sick time at the rate of twenty-five percent (25%) of his/her current daily rate of pay.

22.5. If an employee is absent from work due to an occupational illness or injury, the Employer will make up the difference between his/her Worker's Compensation Benefits and full pay for a period not to exceed twenty-eight (28) work days in any calendar year. The above mentioned payment will not be counted as sick days.

22.5a. To utilize this benefit, the Employer may require the employee to be examined by a physician selected by the Employer. Unless the physician specifies to the contrary, the employee shall report to the plant at 1:00 p.m., sign in, and then be excused for each day he/she receives full pay under this provision.

22.6. Employees who have used their five (5) non-certified days of sick leave during a calendar year and who have additional non-certified absences during a work week shall not have that time counted as time worked for the purposes of calculating overtime as defined by Section 21.7.

**ARTICLE 23**  
**SENIORITY**

23.1. The Employer and the Union affirm and agree that seniority is a principle of employment policy with Gloucester County Utilities Authority. This principle and policy gives preference to a senior employee over a junior employee in cases of promotion; reduction in force; layoff and recall; and transfer of employees based upon the length of their continuous service.

23.2. Plant seniority is defined as length of continuous service with the Gloucester County Utilities Authority. This principle of seniority shall be applied provided that the employee under consideration possesses the qualifications to perform the job in question. As used herein, the term qualification is intended to mean such factors relating to job performance as: skill and ability; job knowledge; and licenses where required.

23.3. Plant seniority shall terminate:

23.3a When the employee resigns.

23.3b. When the employee is discharged for just cause.

23.3c. Upon leave of absence (not caused by accident or illness) in excess of ninety (90) days unless extended by mutual agreement.

23.3d. Upon absence without leave in excess of four (4) consecutive working days without justifiable reason.

23.4. All incumbent permanent employees as of June 16, 1984, cannot be reduced in classification to that of "Laborer". All terms and conditions of employment shall remain the same.

23.5. Employees hired after June 16, 1984 who are displaced from their current job classification due to a technological or operational change or due to a reduction in work force shall not be placed in a classification below Laborer Level VI.

**ARTICLE 24**  
**VACANCIES AND JOB BIDDING**

24.1. In the event of a job vacancy, the Employer shall post the same for seven (7) calendar days. The job posting will show group; job title; hours of work; minimum qualifications necessary; rate of pay; and the number of vacancies. Applications for the posted job must be submitted in writing, within the posted time limits, to the bidding employee's immediate supervisor. This job posting procedure will be plant wide. The award of bid will be made within seven (7) calendar days.

24.2. Bid positions will be filled on the basis of seniority among employees bidding on the job who possess the minimum qualifications. If the qualifications of any two or more bidders are relatively equal, then the award shall be made on the basis of seniority. If there are no minimally qualified bidders, or no bids are received, the Employer may hire from outside the bargaining unit.

24.3. The Employer will give to the Chief Steward a list of the applicants for the job opening, including their seniority dates, and will advise the Union of its selection.

24.4. If at any time during the sixty (60) day trial period the Employer determines that the employee lacks the necessary qualifications to do the job, the Employer has the right to return him/her to his/her previous job.

The employee will have thirty (30) days to decide if he/she wants the job or would like to return to his/her previous job with no loss of seniority or progression.

24.5. A vacancy shall exist when a new job classification is created or when an employee leaves a position for any reason, unless that position is abolished.

The Employer shall not, without consultation with the Union, abolish any job classification covered by this Agreement. The Employer may, at its discretion, choose not to fill the position and a vacancy will exist.

24.6. Vacancies of more than twenty-eight (28) days will be posted and the job bidding procedure followed, except when the vacancy is temporary due to vacations, illness, or other temporary absences from the Employer.

24.7. **Reduction in Work Force:** When it becomes necessary to reduce the number of employees, the senior employees shall bump employees with less seniority, provided that the bumping employees affected possess the minimum qualifications to perform the job. The rate of pay shall be the regular rate of pay for the job assumed.

## ARTICLE 25 LAYOFF - RECALL

25.1. In cases of layoff either temporary or permanent, all probationary employees shall be laid off first.

25.2. The Employer shall notify the Union Committee, in writing, at least two (2) weeks prior to any permanent layoffs. For temporary layoffs, anticipated to be thirty (30) calendar days or less in duration, the Employer shall notify the Union Committee, in writing, at least one (1) week prior to the anticipated layoff. Prior to the expiration of a thirty (30) day temporary layoff, all employees will be recalled in accordance with Section 5 below. Employees not recalled at this time will receive five (5) days pay at their base rate.

25.2a. In the event an employee has received notification of permanent layoff; i.e. more than thirty (30) calendar days, and is not laid off, the employee shall receive a minimum of two (2) weeks prior notice of the revised effective date of layoff. If such notice is not given the employees laid off, they shall be given forty (40) hours pay in lieu thereof.

25.2b. This notification shall not apply for any layoff (permanent or temporary) where work is not available due to circumstances beyond the control of the Employer (i.e. fire, labor dispute, equipment or power failure), which arose too suddenly to permit such notice. Nevertheless, such notice shall be given as soon as possible. The Union Committee shall be notified immediately of any recall.

25.3. In all cases of permanent layoff, same shall be in accordance with the employee's plant wide seniority and minimum qualifications for the job. However, in case of doubt or disagreement, the employee will be given a reasonable time, or a hearing attended by the Union Committee and representatives of the Employer, to demonstrate his/her reasonable qualifications.

25.4. During temporary layoffs of thirty (30) calendar days or less, employees who have qualified in their current classification and are voluntarily or involuntarily displaced because of such layoff from their present classification to any classification will retain their current rate of pay or any new rate, whichever is greater.

25.5. **Recall:** Employees laid off, either temporary or permanent, shall be placed on a plant wide recall list and shall be recalled in inverse order of their layoff. Employees to be recalled from layoffs may be notified by telephone whenever deemed necessary by the Employer. However, the Employer will also notify the employee eligible for recall by certified letter, return receipt requested, to the employee's last address on record with the Employer, stating the employee has five (5) calendar days to notify the Employer of his/her intent to return to work from the date the letter is received. Further, no senior employees will be bypassed for choice of available classifications and shift. Upon completion of total recall and all laid off employees are back to work, the recalled employees shall be moved back to the classification and shift held prior to the layoff. Failure to report back to work within ten (10) calendar days from the date of notification of recall, the employee shall be considered terminated.

25.6. Should a long-term opening develop during a temporary layoff for illness, vacation or leave of absence, the next senior employee will be recalled. For the purposes of this Section, long-term is defined as an absence the Employer can anticipate to be a minimum of five (5) working days in duration.

25.7. All overtime requirements during any layoff shall be handled by the normal overtime procedure.

25.8. No new employee shall be hired by the Employer to a job covered by this contract until all laid off employees with seniority have been given the opportunity to return to work in accordance with Section 3 above.

25.9. When an employee is permanently moved to another job due to a layoff or other work reduction, he/she shall receive the rate of the job being performed. When a full shift has been curtailed and is resumed within six (6) months, such employees may select to be moved back to their previous jobs. When employees select not to move back, such jobs shall be posted in accordance with the appropriate Article.

25.10. For any period that an employee serves as an active member of the Negotiating Committee, his/her name shall be placed at the head of the plant seniority list solely for the purpose of layoff. Such employee, however, will be considered for promotion on the basis of his/her actual and regular position on the applicable seniority list.

25.11. The Employer will grant separation pay to employees who are laid off due to lack of work in accordance with the following schedule:

<b>LENGTH OF CONTINUOUS SERVICE AS OF DATE OF LAYOFF</b>	<b>AMOUNT OF SEPARATION PAY</b>
3 years but less than 5 years	40 hours
5 years but less than 10 years	80 hours
10 years or more	120 hours

25.11a. An employee's plant seniority shall be used for the purpose of computing Separation Pay. Separation Pay shall be computed at the base rate and shall be made in one lump sum payment.

25.11b. In order to be eligible to receive Separation Pay, the employee must be laid off due to lack of work for thirty (30) consecutive days or longer.

25.11c. After becoming eligible to receive Separation Pay, an employee may select either of the following options:

25.11c.1. He/she may postpone payment of Separation Pay for the duration of the layoff providing he/she is recalled prior to exhausting his/her recall rights to two (2) years. Upon exhaustion of recall rights, the separation pay allotment will then be paid according to "A" and "B" procedures above; OR

25.11c.2. He/she may accept the Separation Pay as in "A" and "B" above and if the employee is then recalled after the Separation Pay has been paid, a new service date will begin and none of his/her previous services shall be accrued for the purpose of this Article.



**ARTICLE 26**  
**ADJUSTMENT OF WAGE RATE**

26.1. Bargaining Unit employees shall receive an across-the-board increase of three and one-half percent (3.50%) effective to June 17, 2009; effective June 17, 2010, employees shall receive an across-the-board increase of three and one-half percent (3.50%); and effective June 17, 2011, employees shall receive an across-the-board increase of three and one-half percent (3.50%); effective June 17, 2012, employees shall receive an across-the-board increase of three and one-half percent (3.50%); effective June 17, 2013, employees shall receive an across-the-board increase of three and one-half percent (3.50%); and, effective June 17, 2014, employees shall receive an across-the-board increase of three and one-half percent (3.50%)

26.2. Upon completion of a bachelors degree in biology, chemistry, or other acceptable environmental sciences degree, or if a newly hired laboratory technician possesses an acceptable bachelor's degree, said employee will receive \$1,000 above the prevailing rate for Laboratory Technician.

Upon completion of a bachelor's degree in electrical engineering, or a field related to instrumentation/electronics, or if a newly hired Instrumentation/Electrician possesses an acceptable bachelors degree, said employee shall receive \$500 above the prevailing wage rate for Instrumentation/Electrician.

Upon receipt of an electrical license, or if a newly hired Electrician possesses an acceptable license, said employee shall receive \$500 above the prevailing rate for Electrician.

This shall apply to incumbent employees who possess said degree or license.

26.3. Automatic Wage Progression for Laborers will be based on the following schedule:

**Level 1** - Hourly rate equivalent to that in the Collective Bargaining Agreement.

**Level 2** - Successful completion of Introductory Wastewater Course. \$.25/hr. increase above Level 1.

**Level 3** - Successful completion of Advanced Wastewater Course. \$.25/hr. increase above Level 2.

**Level 4** - Receipt of S-1 Wastewater Operator's or C-1 Collection Systems License. \$.25/hr. increase above Level 3.

**Level 5** - Receipt of S-2 Wastewater Operator's or C-2 Collection Systems License. \$.25/hr. increase above Level 4.

All other wage provisions of this Agreement shall continue in full force and effect.

The above progression will take effect the pay period succeeding the week in which the Employer receives either the Certificate of Completion or a copy of the S-1, S-2, C-1, or C-2 License. Laborers and any other employees working in Biological Operations hired after June

17, 2003 must obtain their S1 Wastewater Operator's License within three (3) years after completion of the probationary period.

26.4. An employee who progresses to a new position and meets the new job qualifications shall receive \$.25/hour in addition to the established base rate. An incumbent employee who meets the new qualifications for the position he/she currently holds shall receive \$.25/hour in addition to the established base rate.

26.5. Employees shall be eligible to receive a one-time bonus payment according to the following schedule:

- a) Successful completion of the Introductory Wastewater Course - \$200
- b) Successful completion of the Advanced Wastewater Course - \$400
- c) Receipt of an S-1 Wastewater Operator's or C-1 Collection Systems License - \$600
- d) Receipt of an S-2 Wastewater Operator's or C-2 Collection Systems License - \$800
- e) Receipt of an S-3 Wastewater Operator's or C-3 Collection Systems License - \$1,000
- f) Receipt of an S-4 Wastewater Operator's or C-4 Collection Systems License - \$1,200

26.6. Longevity Payments. Employees meeting certain longevity thresholds by July 1 of each year shall be entitled to a lump sum longevity payment as follows:

- a) Employees who have completed at least 10 years of service shall be paid a longevity payment of 3% of the annualized salary for their job title for that year of the contract.
- b) Employees who have completed at least 15 years of service shall be paid a longevity payment of 4% of the annualized salary for their job title for that year of the contract.
- c) Employees who have completed at least 20 years of service shall be paid a longevity payment of 5% of the annualized salary for their job title for that year of the contract.

Longevity payments shall be paid by December 1 each year, but only to Employees employed at the Gloucester County Utilities Authority, in a covered position, on December 1 of each year, and shall not be paid to any Employee in any calendar year in which the Employee has not been actively employed for at least six months.

"Years of Service" refers to the total years employed by the Gloucester County Utilities Authority.

**ARTICLE 27**  
**PROCEDURAL RIGHTS**

27.1. **WORK RULES:** The Union further recognizes the rights of the Employer to make and to alter, from time to time, the rules and regulations to be observed and complied with by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Authority shall provide the Union with a ten (10) day written notification of proposed Work Rule revisions, new policy(s), policy change(s), or modification(s) in order to obtain the Union's input. Rules and Policy(s) will be administered in as fair and equitable a manner as possible.

27.2. **LEGAL RESTRICTIONS:** In the event that any Federal, State, or Municipal legislation and/or any court of competent jurisdiction causes any portion of this Agreement to become invalid, it is agreed that all other portions of this Agreement will remain in full force and effect.

27.3. **NEW OR CHANGED JOB:** If a new job classification is established or there is a material change in an existing job classification, the rate of pay for the new or materially changed job classification shall be negotiable. If the Union disagrees with the rate of pay for the new job classification or materially changed job classification, it may process the matter in accordance with Article 5, Grievance Procedure, of this Agreement.

27.4. Disciplinary actions more than three (3) years old will not be considered in any subsequent disciplinary action.

**ARTICLE 28**  
**NONDISCRIMINATION**

28.1. There will be no discrimination against any employee because of race, creed, color, national origin, age, religion, sex, or sexual orientation. There also will be no discrimination with regard to veteran or disability status. The Employer and the Union agree to comply with the Americans with Disabilities Act.

## **ARTICLE 29 BENEFITS**

All benefits which the Union employees are entitled to are listed in this contract and are as follows:

29.1. **HEALTH BENEFITS** - Employer paid health benefits are provided for the Employee and his/her eligible dependents. Coverage becomes effective after 60 days of employment. The health insurance program is provided by the Employer. For employees who commence employment with the GCUA prior to June 17, 2009, coverage is provided at no cost to the employee. For employees who commence employment with the GCUA on or after June 17, 2009 shall be responsible for the following monthly premium amounts, to be deducted from employee paychecks: single, \$10; married, \$20; married and one child, \$30; married and more than one child, \$40. Health insurance shall commence once the employee completes the waiting period of 60 consecutive days as an active employee.

Employees may choose either of the current Patriot V or Patriot X point of service plans. A \$25,000 AD&D insurance policy is also provided for each employee as part of the benefit package. Dental insurance shall be provided by the Employer. Employees will be reimbursed annually, upon presentation of paid receipts, \$350 toward the purchase or replacement cost of hearing aids. Information regarding the individual policies and forms for filing claims are available from the personnel office.

The parties further agree that during the life of the Collective Bargaining Agreement, there shall be no reduction in benefits currently enjoyed by the bargaining unit.

The Employer reserves the right to change its insurance administrator so long as there is no change to the plan benefits. The Employer shall provide the Union thirty (30) days notice of any change in administrator.

29.2. **PENSION** - The GCUA is a member of the Public Employees Retirement System (PERS) which is administered by the New Jersey Division of Pensions. Pension deductions from an employee's pay shall be in accordance with rates established by the State of New Jersey through legislation and/or regulation, which may be amended from time to time. Along with retirement benefits the system allows employees to take out low interest loans after 40 months of membership.

Contributory Death Benefits (CDB) are mandatory for the first year of membership in PERS. This provides an insurance policy in the amount of three (3) times an employee's base salary. If an employee elects to drop CDB, a policy in the amount of one-and-one-half (1 1/2) times his/her salary will remain in place.

29.3. **WORKER'S COMPENSATION INSURANCE** - The Employer provides Worker's Compensation Insurance through the company insurance carrier. This insurance is designed to cover complete medical costs incurred due to job-related accidents or illnesses, and a wage benefit as required by law. In accordance with Article 22.5, the Employer will make up the difference between Worker's Compensation Benefits and an employee's full pay for a period not

to exceed twenty-eight (28) work days in any calendar year. After twenty-eight (28) work days, the employee may choose to supplement his/her Worker's Compensation Benefits up to the amount of his/her full pay with the use of his/her sick pay or vacation pay for so long as that pay is available.

29.4. **VISION CARE REIMBURSEMENT PLAN** - To the extent not covered by insurance, the Authority will reimburse employees up to \$225/year/person for eye glasses, and/or contact lenses for themselves and their eligible dependents.

29.5. **TUITION REIMBURSEMENT** - The Management of GCUA wishes to support the efforts of all employees in furthering their education. To this end, reimbursement of tuition will be made to employees who take job-related courses and complete them with a passing grade. Courses must be approved by Management and requests for reimbursement filed with the Personnel Office.

29.6. **FEDERAL INSURANCE CONTRIBUTIONS ACT** - All employees are eligible for the Federal Insurance Contributions Act (FICA). More commonly known as Social Security, it provides Social Security Retirement, Survivors' Disability and Health Insurance Benefits. Mandatory payroll deductions, which are matched by the Employer, are made from the employee's wages. The deduction rate and maximum contribution amount are subject to change each year.

29.7. **UNEMPLOYMENT INSURANCE** - The GCUA is a member of the New Jersey State Unemployment Insurance System which provides compensation to persons who are without employment. Mandatory payroll deductions are made from the employee's wages each week until the maximum set by the State is reached. Contributions are also made by the Employer on behalf of each employee in this program.

29.8. **DISABILITY INSURANCE** - Both temporary and long-term disability insurance are available to the employees of Gloucester County Utilities Authority.

29.8a. **Temporary Disability Insurance** - The Employer is a member of the New Jersey State Temporary Disability Insurance Plan, which provides benefits to those who are out of work due to a non-job related injury or illness. It is administered in the same manner as the Unemployment Insurance Program.

Employees who have exhausted their benefits under the New Jersey State Disability Program will be entitled to up to 13 weeks additional paid leave. Such paid leave shall be subject to the same terms and conditions as those which apply to NJTDI.

29.8b. **Long-Term Disability Insurance** - Employees shall have the option of enrolling in the GCUA's long-term disability insurance plan at the employee's expense at the appropriate group rate.

29.9. **PHYSICALS** - Each Truck Driver will be required to pass a yearly physical certifying his/her ability to drive safely. Incinerator Operators and Sludge Disposal Operators will receive expanded physicals in even years only (beginning in 1998). These physicals are voluntary. Anyone refusing to take a physical must sign a waiver form.

29.10. **“BANKING” OF VACATION** - An employee may, at his/her discretion place one (1) week per year of entitled vacation in a “bank”, up to a limit of eight (8) weeks, for the following uses:

29.10a. Retirement

29.10a.1. An employee may elect to take banked vacation prior to the designated date of his/her retirement.

29.10b. Major illness or accident. A major illness or accident is defined as an illness or accident that prevents an employee from working for more than thirty (30) days. Under this provision, an employee may elect to use banked vacation in the following manner:

29.10b.1. In the case of a work related illness or injury covered by Worker’s Compensation, an employee may elect to use banked vacation in accordance with the provisions of Article 29.3.

29.10b.2. In the case of a non-work related illness or accident, the employee may elect to use banked vacation to supplement Temporary Disability Benefits up to the amount of his/her full pay for as long as the banked vacation is available.

29.11. **REIMBURSEMENT FOR LICENSES** - The GCUA will reimburse all employees who hold current, New Jersey certified licenses related to the operation of the treatment plant or collection system, the cost of obtaining the license while employed by GCUA.

29.12. **DEFERRED COMPENSATION PLAN** - The GCUA offers a 457 deferred compensation plan through Mutual of America. Employees may join the plan during January or July of each year and have contributions to said plan deducted from their pay.

29.13. **UNIFORM ALLOWANCE** - Employees who cannot or do not elect to utilize uniforms supplied by the Employer will be reimbursed \$300 annually. Employees who opt for uniform reimbursement shall provide their own work clothes meeting guidelines established by the Employer, and shall be responsible for the maintenance of their work clothing. Payment shall be made after the GCUA’s first Board meeting in January.

29.14. **COBRA PROTECTION** - Employees leaving the employment of the GCUA maybe eligible to maintain certain health benefits provided by the GCUA at the employee’s expense. This protection is provided under Federal statute and information will be provided to the employee at the time of his/her separation.

29.15. **RETIREMENT BENEFITS** - Any employee retiring after June 17, 2000 who at the time of retirement is at least 55 years of age with at least 25 years of GCUA service or 62 years of age with at least 15 years of GCUA service shall be eligible for retiree health benefits. These benefits shall be provided to the eligible retiree and spouse of record at time of retirement

only. If spouse of record at time of retirement should survive retiree, only he or she shall continue to receive benefits under this section.

The GCUA shall provide the following health benefits for eligible retirees: GCUA medical (excluding dental and vision care) and prescription plan coverage between ages 55-65; after age 65 or the age established by the Social Security Administration for Medicare eligibility, the GCUA shall provide medical (excluding dental and vision care) and prescription plan coverage as a supplement to Medicare.

**29.16. "OPT-OUT" OF MEDICAL/PRESCRIPTION PLAN** - Employees who choose to "opt-out" of the GCUA medical/prescription program and receive coverage under a spouse's medical/prescription plan, shall receive \$3,600/year to be paid in the last pay period of each month at \$300/month. Thirty (30) days notice must be given to the employer for any change to the employee's insurance status and such change will take effect on the first (1<sup>st</sup>) day of the ensuing month after the thirty (30) days notice. Employee(s) will be permitted to waive employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.

In the event the employee's alternative coverage becomes unavailable due to a COBRA qualifying event, the employee may re-enter the GCUA plan immediately without any qualification other than return of the pro-rated of the payment received by the employee.

**29.17. TRAVEL FOR TRAINING** - Employees required to travel to a remote training site shall receive per diem pay at the following rate:

- If travel time is in excess of two (2) hours, the employee shall receive a maximum of four (4) hours pay.
- If travel time is less than two (2) hours, the employee shall receive two (2) hours pay.

**29.18. CEU SCHEDULING** - Certain employees require CEU credits to maintain licenses applicable to their employment with GCUA. Such employees shall be permitted, once per calendar year, to switch schedules from a non-day shift to a day shift to accommodate a CEU course offered while they are on a non-day shift schedule. The single non-day shift that will be switched will be the shift which is contiguous with the day shift during which the employee will be attending the CEU course. Those employees possessing either an S-3, S-4, C-3, or C-4 license shall be permitted to change two (2) times per year. A certificate from the CEU course must be given to the GCUA As proof of attendance. Any employee who fails to provide said certificate will not be paid for that day nor reimbursed for that course. Any employee utilizing the above given day or days and fails to attend said course shall forfeit their day or days for that calendar year.

Employees seeking a shift switch to take advantage of this provision must give two weeks advance notice of their intent to take a day CEU course and their need for a schedule change.



**ARTICLE 30**  
**OUTSIDE EMPLOYMENT**

Any employee who intends to engage in outside employment, shall submit written notification to the Director. The written notice shall identify the name and address of the employer (including self-employment) and the nature of such employment. This policy applies to current and future outside employment.

Outside employment is permitted unless there is a reasonable likelihood that the outside employment will create a conflict of interest with the employee's activities at the GCUA.

An employee's employment with the GCUA is their primary employment and employees will be expected to resolve any conflicts between their obligations to the GCUA and their outside employment in favor of GCUA.

No employee may be engaged in any outside employment simultaneously with his or her duties to GCUA.

No employee may engage in any outside employment when receiving Worker's Compensation or while on light duty in their regular position or while on certain leaves of absence.

In addition, all outside employment is subject to the applicable provisions of the Local Government Ethics Law.

**ARTICLE 31**  
**TERM OF AGREEMENT**

31.1. This Agreement shall become effective on June 17 2009, and shall be effective for five (5) years, until June 16, 2014. The Agreement shall continue to be in effect from year to year thereafter unless either party notifies the other, in writing, at least sixty (60) days prior to any anniversary date, of its intention to terminate this Agreement.

31.2. It is understood in reaching this Agreement that the Authority and the Union have considered all matters subject to collective bargaining. This agreement contains the parties' entire agreement including any and all practices and may be supplemented only by further written agreement between them.

31.3. It is further understood in reaching this Agreement, that all employees permanently classified in a job classification are not required to meet the qualifications separately imposed by the Authority for any job classification after the effective date of this Agreement for the position they held as of June 17, 1994. It is understood that any employee who moves into a job classification different from the one he/she currently holds must meet the Authority's qualifications for the job classification the employee is moving into.

31.4. The right of either party to require strict performance hereunder by the other party shall not be affected by any previous deviation from strict performance under the terms of this Agreement.

31.5. If any part or parts of this Agreement at any time shall be held invalid by any court or competent jurisdiction, such decisions shall not invalidate any other part or parts of this Agreement, it being the intention of the parties that all other provisions shall remain in full force and effect.

31.6. Exhibits A and B, attached hereto, are made a part hereof.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on this \_\_\_\_ day of October 14, 2009.

**USW**

\_\_\_\_\_  
Leo Gerard  
President

\_\_\_\_\_  
Jim English  
Secretary Treasurer

\_\_\_\_\_  
Tom Conway  
VP Administration

\_\_\_\_\_  
Fred Redmond  
VP Human Affairs

\_\_\_\_\_  
John P. DeFazio  
Director - District 10

\_\_\_\_\_  
Lawrence W. Graham  
Staff Representative

**USW Local 10-901**

\_\_\_\_\_  
*Timothy M. Kolodi*  
Timothy Kolodi  
President – Local 10-901

\_\_\_\_\_  
*Joyce White*  
Joyce White  
Chief Shop Steward

\_\_\_\_\_  
*Joseph Marianna*  
Joseph Marianna  
Shop Steward

**GCUA**

\_\_\_\_\_  
*David P. Shields*  
David P. Shields  
Chairman

\_\_\_\_\_  
*James Sabetta*  
James Sabetta  
Chairman – Personnel  
Committee

\_\_\_\_\_  
*John J. Vinci, Sr.*  
John J. Vinci, Sr.  
Executive Director

\_\_\_\_\_  
*Thomas Sholders*  
Thomas Sholders,  
Manager of Operations

**EXHIBIT A**  
**RATES FROM JUNE 17, 2009 - JUNE 16, 2014**

JOB DESCRIPTION	6/17/09 - 6/16/10	6/17/10 - 6/16/11	6/17/11 - 6/16/12	6/17/12 - 6/16/13	6/17/13 - 6/16/14
Electrician	\$29.68	\$30.72	\$31.80	\$32.91	\$34.06
Electrician - Licensed	\$30.05	\$31.10	\$32.19	\$33.31	\$34.48
Assistant Instrumentation	\$29.14	\$30.15	\$31.21	\$32.30	\$33.43
Instrumentation Electrician	\$33.97	\$35.16	\$36.39	\$37.66	\$38.98
Instrumentation Electrician w/Degree	\$34.67	\$35.89	\$37.14	\$38.44	\$39.79
Facilities Mechanic I	\$27.69	\$28.66	\$29.66	\$30.70	\$31.77
Facilities Mechanic II	\$29.70	\$30.74	\$31.82	\$32.93	\$34.09
Vehicle/Diesel Mechanic	\$29.32	\$30.35	\$31.41	\$32.51	\$33.65
Master Mechanic	\$31.29	\$32.38	\$33.52	\$34.69	\$35.90
Inventory Control Clerk	\$23.47	\$24.30	\$25.15	\$26.03	\$26.94
Sr. Inventory Control Clerk	\$25.89	\$26.79	\$27.73	\$28.70	\$29.70
Incinerator Operator	\$27.12	\$28.07	\$29.05	\$30.07	\$31.12
Sr. Incinerator Operator – B	\$28.68	\$29.68	\$30.72	\$31.80	\$32.91
Sr. Incinerator Operator - A	\$29.03	\$30.05	\$31.10	\$32.19	\$33.31
Biological Operator	\$27.12	\$28.07	\$29.05	\$30.07	\$31.12
Sr. Biological Operator – B	\$28.86	\$29.87	\$30.91	\$31.99	\$33.11
Sr. Biological Operator - A	\$29.22	\$30.24	\$31.30	\$32.39	\$33.53
Sludge Processing Operator	\$27.12	\$28.07	\$29.05	\$30.07	\$31.12
Sr. Sludge Processing Operator – B	\$28.86	\$29.87	\$30.91	\$31.99	\$33.11
Sr. Sludge Processing Operator - A	\$29.22	\$30.24	\$31.30	\$32.39	\$33.53
Equipment Operator	\$28.86	\$29.87	\$30.91	\$31.99	\$33.11
Equipment Operator - Senior	\$29.22	\$30.24	\$31.30	\$32.39	\$33.53
Truck Driver	\$26.70	\$27.64	\$28.60	\$29.61	\$30.64
Laboratory Technician	\$27.03	\$27.98	\$28.96	\$29.97	\$31.02
Laboratory Technician - Senior	\$28.06	\$29.04	\$30.06	\$31.11	\$32.20
Laborer-Level I	\$17.08	\$17.68	\$18.29	\$18.93	\$19.60
Laborer - Level II	\$17.44	\$18.05	\$18.68	\$19.34	\$20.01
Laborer - Level III	\$17.79	\$18.41	\$19.06	\$19.73	\$20.42

Laborer - Level IV	\$18.15	\$18.79	\$19.45	\$20.13	\$20.83
Laborer - Level V	\$18.51	\$19.15	\$19.82	\$20.52	\$21.24
Laborer - Level VI	\$22.04	\$22.81	\$23.60	\$24.43	\$25.29
Septage Attendant	\$17.79	\$18.41	\$19.06	\$19.73	\$20.42
Septage Attendant - Senior	\$18.15	\$18.79	\$19.45	\$20.13	\$20.83
Utility Worker	\$23.47	\$24.29	\$25.14	\$26.02	\$26.93
Group Leader	\$25.53	\$26.43	\$27.35	\$28.31	\$29.30
Group Leader - Senior	\$27.96	\$28.94	\$29.95	\$31.00	\$32.09
Collection System Operator	\$28.86	\$29.87	\$30.91	\$31.99	\$33.11
Collection System Operator - Senior	\$29.22	\$30.24	\$31.30	\$32.39	\$33.53
Instrumentation Electrician/Programmer	\$36.36	\$37.63	\$38.95	\$40.31	\$41.72

## EXHIBIT B

### JOB DESCRIPTION

## INSTRUMENTATION TECHNICIAN/COMPUTER PROGRAMMER

#### **Duties and Responsibilities: Include, but not limited to:**

1. Maintains backup and master copies of all plant and systems software.
2. Makes programming changes and updates to GCUA software systems.
3. Troubleshoots and repairs all plant and systems computers.
4. Generates new computer graphics as required.
5. Also includes other duties and responsibilities as described and listed for Instrumentation/Electrician.

#### **Supervisory Control:**

Reports directly to the Maintenance Supervisor or in his/her absence to the Assistant Manager of Operations or the Shift Supervisor.

## JOB DESCRIPTION INSTRUMENTATION/ELECTRICIAN

### **Duties and Responsibilities:**

1. Troubleshoots all electrical, electronic, and instrumentation equipment.
2. Visually inspects all electrical, electronic, and instrumentation equipment to determine irregularities, malfunctions, deterioration, or obsolescence of equipment.
3. Inspects, maintains, calibrates and repairs lighting systems, electrical control equipment, panels, flow meters, and thermal metering equipment.
4. Must have adequate knowledge of approved methods, practices, code requirements, and safety standards.
5. Must have current knowledge of electrical and electronic operations and use of all mechanical and instrumentation within plant and systems.
6. Must have ability to interpret technical manuals, drawings, specs, layouts, blueprints, schematics, wiring diagrams, and codes.
7. Installs and calibrates new equipment using latest test and calibration equipment.
8. Keeps and maintains records on equipment in plant and systems.
9. prepares labor and material estimates.
10. Establishes and operates scheduled maintenance programs for plant and systems equipment.
11. Responsible for other personnel assigned to work with or assist in performing his/her duties.
12. Performs all other functions as assigned by Supervisor.
13. Must have ability to converse with engineers and salesmen on new types of electronic and instrumentation equipment.
14. Will be required to successfully demonstrate through written and operations testing, his/her knowledge and ability in the electrical/instrumentation field.

### **Supervisory Control:**

Reports directly to the Maintenance Supervisor or, in his/her absence, to the Operations Manager.

## JOB DESCRIPTION

### INSTRUMENTATION/ELECTRICIAN w/Degree

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

1. Troubleshoots all electrical, electronic, and instrumentation equipment.
2. Visually inspects all electrical, electronic, and instrumentation equipment to determine irregularities, malfunctions, deterioration, or obsolescence of equipment.
3. Inspects, maintains, calibrates and repairs lighting systems, electrical control equipment, panels, flow meters, and thermal metering equipment.
4. Must have adequate knowledge of approved methods, practices, code requirements, and safety standards.
5. Must have current knowledge of electrical and electronic operations and use of all mechanical and instrumentation within plant and systems.
6. Must have ability to interpret technical manuals, drawings, specs, layouts, blueprints, schematics, wiring diagrams, and codes.
7. Installs and calibrates new equipment using latest test and calibration equipment.
8. Keeps and maintains records on equipment in plant and systems.
9. prepares labor and material estimates.
10. Establishes and operates scheduled maintenance programs for plant and systems equipment.
11. Responsible for other personnel assigned to work with or assist in performing his/her duties.
12. Performs all other functions as assigned by Supervisor.
13. Must have ability to converse with engineers and salesmen on new types of electronic and instrumentation equipment.
14. Will be required to successfully demonstrate through written and operations testing, his/her knowledge and ability in the electrical/instrumentation field.

#### **Supervisory Control:**

Reports directly to the Maintenance Supervisor or, in his/her absence, to the Operations Manager.



## JOB DESCRIPTION ASSISTANT INSTRUMENTATION TECHNICIAN

**Duties and Responsibilities:** Shall include, but not be limited to:

1. Troubleshoots all metering, sensing, and recording equipment.
2. Inspects all metering, sensing, and recording equipment to determine irregularities, malfunctions, deterioration, or obsolescence of equipment.
3. Responsible for informing Supervisor of needed spare and repair parts for all metering and recording equipment.
4. Responsible for on the job safety.
5. Must have adequate knowledge of all equipment he/she is responsible for maintaining.
6. Must have the ability to interpret technical manuals, drawings, specs, schematics, and wiring diagrams of metering, sensing, and recording equipment.
7. Must have the ability to calibrate new equipment using latest test and calibration equipment.
8. Keeps and maintains records on all equipment worked on.
9. Advises his/her Supervisor of progress on projects assigned.
10. Will be required to successfully demonstrate, through written and operational testing, his/her knowledge and ability in the field.
11. Performs all other job-related duties as assigned.

**Supervisory Control:**

Reports directly to the Instrumentation/Electrician and the Maintenance Supervisor or, in his/her absence, to the Shift Supervisor.

## JOB DESCRIPTION ELECTRICIAN

**Duties and Responsibilities:** Shall include, but not be limited to:

1. Responsible to repair, maintain, and install all electrical equipment of the Authority.
2. Instructs other maintenance personnel and laborers as assigned.
3. Responsible to inform Supervisor of spare and repair parts needed for all electrical equipment.
4. Responsible for the operation of certain essential electrical equipment.
5. Responsible for on the job safety.
6. Must be available for emergencies on a 24-hour basis on his/her assigned days.
7. Advises his/her superiors of progress on projects assigned.
8. Responsible for proper installation of conduit and wiring.
9. Must have adequate knowledge of approved methods, practices, and code requirements.
10. Performs other duties as assigned.
11. Troubleshoot main switching gears and transformers.

**Supervisory Control:**

Reports directly to the Maintenance Supervisor or in his/her absence, to the Shift Supervisor.

## JOB DESCRIPTION VEHICLE/DIESEL MECHANIC

**Duties and Responsibilities:** Include, but not limited to:

1. All preventive maintenance and diesel repair of trucks, including tire repair if required.
2. Repairs and maintains all GCUA vehicles, including sewer cleaning and construction type vehicles.
3. Repairs lawn mowers, steam cleaners, portable generators, portable pumping equipment and compressors.
4. Does minor body and fender repair.
5. Must keep work area and tools clean.
6. Responsible for replacing lost tools.
7. Must meet with Maintenance Supervisor on a daily basis to discuss major repairs, parts and equipment needed, and the condition of vehicles.
8. Will be required to adhere to all safety codes and regulations.
9. Notifies Maintenance Supervisor of vehicle abuse.
10. Performs other duties as assigned.

**Supervisory Control:**

Reports directly to the Maintenance Supervisor on a daily basis or, in his/her absence, to the Assistant Operations Manager.

## JOB DESCRIPTION MASTER MECHANIC

**Duties and Responsibilities:** Include, but not limited to:

1. All structural, plumbing, mechanical, and piping fabrications and repairs.
2. Assists the Maintenance Supervisor with the start-up and evaluation of all new equipment.
3. Performs general repairs to buildings, including carpentry, roofing and concrete repairs.
4. Sets rigging for handling heavy equipment.
5. Performs all major welding repairs.
6. Installs and repairs all stairways, railings, and gratings.
7. Responsible to visually inspect all equipment to determine irregularities, malfunctions, deteriorations, or obsolescence and to repair, maintain, install, and overhaul all mechanical equipment of the Authority's treatment facilities, pump stations, metering stations, etc.
8. Instructs other mechanics and laborers as assigned.
9. Responsible for reporting needed spare parts and equipment to the Inventory Control Clerk, in his/her absence, to the Maintenance Supervisor.
10. Performs maintenance on all vehicles.
11. Must be available for emergencies on a 24-hour basis on his/her assigned days.
12. Advises his/her Supervisor of progress on projects assigned.
13. Performs preventive maintenance as outlined in manufacturer's O&M Manuals or in accordance with the Supervisor's direction.
14. Implements safety procedures when working on equipment.
15. Responsible for minor electrical repairs and connecting and disconnecting electrical equipment.

**Supervisory Control:**

Reports directly to the Maintenance Supervisor or in his/her absence, to the Assistant Operations Manager.

## JOB DESCRIPTION FACILITIES MECHANIC II

**Duties and Responsibilities:** Include, but not limited to:

1. Responsible to visually inspect all equipment to determine irregularities, malfunctions, deterioration, or obsolescence of equipment and to repair, maintain, install, and overhaul all mechanical equipment of the Authority's treatment facilities, pump stations, etc.
2. Instructs other mechanics and laborers as assigned.
3. Responsible for reporting needed spare parts and equipment to the Inventory Control Clerk.
4. Performs maintenance on all vehicles.
5. Must be available for emergencies on a 24-hour basis on his/her assigned days.
6. Advises his/her Supervisor of progress on projects assigned.
7. Performs preventive maintenance as outlined in manufacturer's O&M Manuals or in accordance with the supervisor's direction.
8. Implements safety procedures when working on equipment.
9. Responsible for minor electrical repairs and connecting and disconnecting electrical equipment.
10. Responsible for all piping and other plumbing repairs as required.

**Supervisory Control:**

Reports directly to the Maintenance Supervisor on a daily basis or, in his/her absence, to the Shift Supervisor.

## JOB DESCRIPTION FACILITIES MECHANIC I

**Duties and Responsibilities:** Include, but not limited to:

1. Encompasses all duties and responsibilities of a Mechanic, but with instructions in methods and applications from a Mechanic, Instrumentation/Electrician or Supervisor until he/she has acquired the experience necessary to proceed on his/her own ability.
2. Performs other job-related duties as assigned

**Supervisory Control:**

Reports directly to the Maintenance Supervisor on a daily basis or, in his/her absence, to the Shift Supervisor.

## JOB DESCRIPTION EQUIPMENT OPERATOR

**Duties and Responsibilities:** Include, but not limited to:

1. Operates sewer equipment, such as a jet truck, sewer rodder, and other small mechanical equipment.
2. Operates a backhoe and other construction equipment used for excavating, clearing, and grubbing.
3. Must have wide knowledge of the care and safe operation of equipment, including cleaning, greasing, servicing, and making minor adjustments and repairs. Also must have knowledge of construction and maintenance operations and procedures.
4. Must have the ability to analyze problems associated with the operation of sewer and construction equipment. Must be able to carry out oral and written directions, to learn quickly from explanation and demonstration, and to operate all equipment in a skilled and safe manner.
5. Keeps records of work done, including minor adjustments and repairs to construction and sewer equipment.
6. Operates other vehicles, such as lugger and dump trucks, when required.
7. Assists in repairs of sewer and water lines.

**Supervisory Control:**

Normally receives orders and assignments from, and works under the direct supervision of, the Systems Supervisor. However, when working in the plant he/she will be under the direction of the Assistant Operations Manager.

## JOB DESCRIPTION LABORATORY TECHNICIAN

**Duties and Responsibilities:** Include, but not limited to:

1. Must be familiar with "Standard Methods" for the examination of water and wastewater.
2. Maintains a proper log of all tests performed.
3. Provides Laboratory Director with schedules for ordering chemicals, reagents, and equipment as required to maintain the laboratory.
4. Informs Shift Supervisor, Chemist, or Biologist of adverse or abrupt changes in the process.
5. Prepares solutions and is responsible for good housekeeping.
6. Must have an understanding of, or the academic background needed to understand, the chemistry and biology of the treatment process.
7. Works with limited supervision.
8. Must have the ability to utilize, maintain, and calibrate analytical instrumentation.
9. Performs other duties as assigned.

**Supervisory Control:**

Reports directly to the Laboratory Director, Chief Chemist, or Laboratory Biologist.



## JOB DESCRIPTION SENIOR SLUDGE PROCESS OPERATOR

**Duties and Responsibilities:** Include, but not limited to:

1. Responsible for the safe and proper operation of all sludge processing equipment, performing control tests and regulating polymer and sludge feed rates in order to obtain the driest cake, with an acceptable amount of solids in the filtrate, at the lowest possible chemical dosages.
2. Maintains legible and accurate records and assists in the preparation of operating reports.
3. Reports all equipment malfunctions and abnormalities to the Shift Supervisor.
4. Must keep a shift log detailing all shift activities.
5. Responsible for good housekeeping of assigned work area.
6. Must remain in assigned work area until relieved.
7. Monitors gauges, meters, seal water, vibration of all pertinent equipment.
8. Must be capable of taking any corrective actions necessary to maintain operational control.
9. Must adhere to all directives issued by the Manager of Operations or the Shift Supervisor.
10. Responsible for the operation of, and maintaining logbook for, the odor control scrubber system.
11. Performs other job related duties as assigned.

**Supervisory Control:**

Works under the supervision of the Shift Supervisor from whom he/she will receive his/her general directions.

JOB DESCRIPTION  
SLUDGE PROCESS OPERATOR

**Duties and Responsibilities:**

Same as Senior Sludge Process Operator, except, until fully trained and competent, he/she will require more supervision and instruction than a Senior Sludge Process Operator.

**Supervisory Control:**

Works under the supervision of the Shift Supervisor from whom he/she will receive his/her general directions.

## JOB DESCRIPTION SENIOR BIOLOGICAL OPERATOR

**Duties and Responsibilities:** Include, but not limited to:

1. Operates all process equipment; performs basic laboratory control tests; regulates flows, valves, and any related equipment necessary to the control process.
2. Assists the Shift Supervisor.
3. Maintains proper legible records and assists in the preparation of operating reports.
4. Checks all equipment for proper operations and monitors all gauges, meters, and control panels.
5. Responsible for good housekeeping.
6. Must maintain proper communication with Shift Supervisor.
7. Must adhere to all safety standards and exhibit the ability to take corrective measures should a safety hazard occur.
8. Must report all equipment malfunctions and operational irregularities to the Shift Supervisor.
9. Must adhere to all directives issued by the Manager of Operations or Shift Supervisor.

**Supervisory Control:**

Works under the supervision of the Shift Supervisor from whom he/she will receive his/her general directions. In the absence of the Shift Supervisor, the Operator will be responsible for the proper operation of the plant, plant safety, and security. He/she is not responsible for other supervisory functions, such as directing the work force, paper work, etc.

## JOB DESCRIPTION BIOLOGICAL OPERATOR

### **Duties and Responsibilities:**

Same as Senior Biological Operator, except, until fully trained and competent, he/she will require more supervision and instruction than a Senior Biological Operator.

### **Supervisory Control:**

Works under the supervision of the Shift Supervisor from whom he/she will receive his/her general directions.

## JOB DESCRIPTION TRUCK DRIVER

**Duties and Responsibilities:** Include, but not limited to:

1. Insures that truck is filled to capacity and properly sealed before departing for the landfill and that the truck is completely emptied and sealed before returning to the treatment plant.
2. Must comply with all motor vehicle regulations.
3. Will be required to work as a utility worker when there is no sludge or ash to be hauled.
4. Responsible for keeping assigned truck and containers cleaned and for changing flat tires.
5. Performs daily checks of tires, battery, oil, water, lights and brakes, hydraulic and pneumatic systems, including draining condensate from tanks.
6. Must work on holidays when required.
7. Will be required to clean up all truck spills in the plant and on the road.

**Supervisory Control:**

Reports directly to the day shift Operations Supervisor and, in his/her absence, to the Operations Manager.

## JOB DESCRIPTION SENIOR INVENTORY CONTROL CLERK

**Duties and Responsibilities:** Include, but not limited to:

1. Must keep a detailed inventory of parts for equipment in plant and systems, also nuts and bolts, fittings, etc.
2. Must have the ability to interpret manuals, drawings, specs, layouts, and blueprints from which to order parts.
3. Must keep and maintain records on equipment in plant and systems.
4. Prepares labor and materials estimates.
5. Must have the ability to converse with salesmen on new types of products and, equipment.
6. Will work up price quotations and make up purchase requisitions for Maintenance Supervisor and Shift Supervisor.
7. Must have basic knowledge of pumps.
8. Must be able to type.
9. Must perform all other job-related functions assigned by the Maintenance Supervisor.
10. Responsible for all shipping and receiving for plant and systems.
11. Identifies and keeps records of all incoming parts.
12. Must have the aptitude to perform computerized inventory control.
13. Performs daily functions on computer which includes a continuous update of the maintenance department's "Spare Parts" and "Preventive Maintenance" programs.
14. Performs all the duties of the Purchasing Agent in his/her absence, with the exception of contracts and bidding procedures.

**Supervisory Control:**

Reports directly to the Maintenance Supervisor and, in his/her absence, to the Operations Manager.

## JOB DESCRIPTION INVENTORY CONTROL CLERK

**Duties and Responsibilities:** Include, but not limited to:

1. Must keep a detailed inventory of parts for equipment in plant and systems, also nuts and bolts, fittings, etc.
2. Must have the ability to interpret manuals, drawings, specs, layouts, and blueprints from which to order parts.
3. Must keep and maintain records on equipment in plant and systems.
4. Prepares labor and materials estimates.
5. Must have the ability to converse with salesmen on new types of products and equipment.
6. Will work up price quotations and make up purchase requisitions for Maintenance Supervisor and Shift Supervisor.
7. Must have basic knowledge of pumps.
8. Must be able to type.
9. Must perform all other job-related functions assigned by the Maintenance Supervisor.
10. Responsible for all shipping and receiving for plant and systems.
11. Identifies and keeps records of all incoming parts.
12. Must have the aptitude to learn computerized inventory control.

**Supervisory Control:**

Reports directly to the Maintenance Supervisor and, in his/her absence, to the Operations Manager.

## JOB DESCRIPTION LABORER

### **Duties and Responsibilities:**

Encompass many of the manual tasks performed by the utility worker. However, a laborer shall not be required to perform the technical functions generally performed by a utility worker such as, meter reading, recording checkouts, or recognizing the process and pumping irregularities.



## JOB DESCRIPTION UTILITY WORKER

**Duties and Responsibilities:** Include, but not limited to:

1. Does yard work; drives vehicles; maintains interceptors, pump stations, and metering stations; and does general housekeeping duties.
2. Provides general assistance to operators.
3. Should be able to recognize process irregularities and safety hazards and report same to Shift Operator.

**Supervisory Control:**

Reports directly to the Shift Supervisor for his/her assignments.

## JOB DESCRIPTION INCINERATOR OPERATOR

**Duties and Responsibilities:** Include, but not limited to:

1. Writes repair orders for all equipment malfunctions and report all incinerator abnormalities to the Shift Supervisor.
2. Keeps a shift log book detailing all shift activities.
3. Responsible for keeping the Incineration Building clean and for maintaining a safe working environment.
4. Must have adequate knowledge of the operation of the incinerator and understand the basic principles of combustion so that he/she can make operational changes to insure that the incinerator is kept running at maximum efficiency.
5. Must assist the Sludge Processing Operator when required to do so by the Shift Supervisor or when operational problems occur which require the assistance of another person.
6. Must adhere to all directives issued by the Manager of Operations or the Shift Supervisor.
7. Responsible for monitoring and controlling the grease thickening process and for controlling the feeding of grease to both incinerators.

**Supervisory Control:**

Works under the supervision of the Shift Supervisor from whom he/she will receive his/her general direction.

## JOB DESCRIPTION GROUP LEADER

### **Duties and Responsibilities:**

Will perform the same duties as a utility worker or laborer and, in addition, be responsible for the disbursement and for the accountability of all tools and material used by the plant utility men and laborers when performing their assigned tasks. He/she will also keep track of the different daily tasks being performed so as to insure that the tools and materials are available for the tasks assigned for that day. He/she will also be responsible for giving instructions in the proper procedures for using the tools and performing the tasks requiring the use of those tools.

### **Supervisory Control:**

Reports directly to the Assistant Manager or, in his absence, the day Shift Supervisor.

## JOB DESCRIPTION SHIFT BREAKER

**Duties and Responsibilities:** Same as shift operator.

**Supervisory Control:**

Works under the supervision of the shift supervisor from whom he/she will receive his/her general direction.

The shift breaker will receive the lower level shift operator's rate of pay, unless he/she meets the job description qualifications of a senior operator, in which case he/she will receive the senior operator's rate of pay.

## JOB DESCRIPTION

### SENIOR INCINERATOR OPERATOR

**Duties and Responsibilities:** Include, but not limited to:

1. Writes repair orders for all equipment malfunctions and report all incinerator abnormalities to the Shift Supervisor.
2. Keeps a shift log book detailing all shift activities.
3. Responsible for keeping the Incineration Building clean and for maintaining a safe working environment.
4. Must have adequate knowledge of the operation of the incinerator and understand the basic principles of combustion so that he/she can make operational changes to insure that the incinerator is kept running at maximum efficiency.
5. Must assist the sludge processing operator when required to do so by the Shift Supervisor or when operational problems occur which require the assistance of another person.
6. Must adhere to all directives issued by the Manager of Operations or the Shift Supervisor.
7. Must be capable of troubleshooting operational problems relevant to the incinerator's performance and taking (necessary) corrective action to maintain good operational control.
8. Responsible for monitoring and controlling the grease thickening process and for controlling the feeding of grease to both incinerators.

**Supervisory Control:**

Works under the supervision of the Shift Supervisor from whom he/she will receive his/her general direction.

## JOB DESCRIPTION COLLECTION SYSTEM OPERATOR

**Duties and Responsibilities:** Include, but not limited to:

1. Assists the Systems Supervisor in his/her duties.
2. Keeps Supervisor appraised of ongoing conditions of pump and metering stations.
3. Prepares work orders for malfunctioning equipment.
4. Operates and inspects collection system valves, pumps, generators, HVAC systems, odor control systems, chemical feed systems, telemetry equipment, and other associated equipment.
5. Performs routine cleaning and housekeeping duties at all pump and metering stations, including wet wells and bar screens as required. This includes cleaning debris from pump volutes.
6. Monitors fuel levels for all generators.
7. Inspects all buildings and grounds for vandalism and needed repairs.
8. Inspects all manholes and interceptor lines and keeps records of the same.
9. Performs hydrogen sulfide tests and other tests as directed, and keeps accurate records of the same.
10. Assists interceptor rehabilitation crew when required.
11. Must adhere to confined space entry requirements.
12. Maintains responsibility for GCUA issued tools and equipment.
13. Must comply with all GCUA safety rules, including lock-out, tag-out procedures.
14. Must be able to work overtime when available and as required.
15. Performs other duties as assigned.

## JOB DESCRIPTION SEPTAGE ATTENDANT

**Duties and Responsibilities:** Include, but not limited to:

1. Provides general assistance to operators.
2. Washes out holding tanks of rags, small deposits of grit, etc.
3. Inspects empty clean tank for structural or mechanical damage (day shift only).
4. Checks operation of odor control system every shift and records pressure gauge readings and enters in log book. Reports odor breakthrough of carbon bed to supervisor.
5. Decants water from grease, screenings, and grit containers every night (night shift only).
6. Cleans floors and flushes channels every shift.
7. Cleans bar screens as often as needed to prevent clogging.
8. Monitors any pumps operating on the shift so that they do not run dry.
9. Empties all sample containers that are more than 48 hours old (night shift only).
10. Responsible for delivering samples to the lab when directed to do so.
11. Checks all vehicles to insure that they have valid GCUA and NJDEP stickers. Notifies supervisor if any stickers are expired.
12. Insures that all GCUA manifest forms are completely and correctly filled out and signed.
13. Samples every incoming truckload of waste.
14. Responsible for keeping waste streams segregated in different holding tanks as directed.
15. Makes sure haulers clean up all spills. Notifies supervisor if they don't.
16. Responsible for good housekeeping of septage building, unloading pad, and all grounds around septage area.
17. Performs other duties as assigned.

**Supervisory Control:**

Works under the supervision of the shift supervisor from whom he/she will receive his/her general direction.